

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

Amendment No. 1
to
Form S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

TransDigm UK Holdings plc
TransDigm Inc.
TransDigm Group Incorporated

Subsidiary Guarantors Listed on Schedule A Hereto
(Exact name of registrant as specified in its charter)

TransDigm UK Holdings plc England and Wales (State or other jurisdiction of incorporation or organization)	3728 (Primary Standard Industrial Classification Code Number) TransDigm Inc. Delaware (State or other jurisdiction of incorporation or organization)	TransDigm Group Incorporated Delaware (State or other jurisdiction of incorporation or organization)
N/A (I.R.S. Employer Identification No.)	34-1750032 (I.R.S. Employer Identification No.)	41-2101738 (I.R.S. Employer Identification No.)

1301 East 9th Street, Suite 3000
Cleveland, Ohio 44114
(216) 706-2960

(Address, including zip code, and telephone number, including area code, of each of the registrants' principal executive offices)

Kevin Stein
President and Chief Executive Officer
TransDigm Group Incorporated
1301 East 9th Street, Suite 3000
Cleveland, Ohio 44114
(216) 706-2960

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Christopher M. Kelly
Michael J. Solecki
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
(216) 586--3939

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement becomes effective.

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If the securities being registered on this Form are to be offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee(1)
6.875% Senior Subordinated Notes due 2026	\$500,000,000	100%	\$500,000,000	\$60,000(2)
Guarantees of 6.875% Senior Subordinated Notes due 2026	—	—	—	—(3)

(1) Calculated pursuant to Rule 457(f) of the Securities Act of 1933, as amended.

(2) Previously paid.

(3) Pursuant to Rule 457(n) of the Securities Act of 1933, as amended, no separate fee is payable for the guarantees.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

SCHEDULE A

ACME AEROSPACE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
16-0324980
(I.R.S. Employer Identification Number)
528 W. 21ST STREET, SUITE 6
TEMPE, ARIZONA 85282
(480) 894-6864
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AEROCONTROLEX GROUP, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
26-0379798
(I.R.S. Employer Identification Number)
4223 MONTICELLO BLVD
SOUTH EUCLID, OHIO 44121
(216) 291-6025
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AIRBORNE ACQUISITION, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
27-1422895
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AIRBORNE HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
27-1422954
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ADAMS RITE AEROSPACE, INC.
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
95-4056812
(I.R.S. Employer Identification Number)
4141 NORTH PALM STREET
FULLERTON, CA 92835
(714) 278-6500
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AEROSONIC LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
74-1668471
(I.R.S. Employer Identification Number)
1212 NORTH HERCULES AVE,
CLEARWATER, FL 33765
(727) 461-3000
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AIRBORNE GLOBAL, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
27-1422997
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AIRBORNE SYSTEMS NA INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
22-3396247
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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AIRBORNE SYSTEMS NORTH AMERICA INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
02-0805976
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.
(Name as specified in its charter)
NEW JERSEY
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
22-3348756
(I.R.S. Employer Identification Number)
5800 MAGNOLIA AVE,
PENNSAUKEN, NJ 08109
(856) 663-1275
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AMSAFE GLOBAL HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
26-1268176
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AVIATION TECHNOLOGIES, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
04-3750236
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
13-3518559
(I.R.S. Employer Identification Number)
3701 WEST WARNER AVE.,
SANTA ANA, CA 92704
(714) 662-1400
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AMSAFE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
36-3363619
(I.R.S. Employer Identification Number)
1043 N. 47TH AVENUE PHOENIX,
ARIZONA 85043
(602) 850-2850
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

ARKWIN INDUSTRIES, INC.
(Name as specified in its charter)
NEW YORK
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
11-1696632
(I.R.S. Employer Identification Number)
686 MAIN STREET
WESTBURY, NEW YORK 11590
(516) 333-2640
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AVIONIC INSTRUMENTS LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
13-2666109
(I.R.S. Employer Identification Number)
1414 RANDOLPH AVENUE
AVENEL, NEW JERSEY 07001-2402
(732) 388-3500
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

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AVIONICS SPECIALTIES, INC.
(Name as specified in its charter)
VIRGINIA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
54-1648275
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

BETA TRANSFORMER TECHNOLOGY CORPORATION
(Name as specified in its charter)
NEW YORK
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
11-2437907
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

BREEZE-EASTERN LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
95-4062211
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

BRIDPORT ERIE AVIATION, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
25-1861935
(I.R.S. Employer Identification Number)
1317 WEST 12TH STREET ERIE, PENNSYLVANIA 16501
(814) 833-6767
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

AVTECHTYEE, INC.
(Name as specified in its charter)
WASHINGTON
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
91-0761549
(I.R.S. Employer Identification Number)
6500 MERRILL CREEK PARKWAY
EVERETT, WASHINGTON 98203
(425) 290-3100
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

BETA TRANSFORMER TECHNOLOGY LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
46-2885674
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

BRIDPORT-AIR CARRIER, INC.
(Name as specified in its charter)
WASHINGTON
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
91-1887382
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

BRIDPORT HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
74-3127247
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

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BRUCE AEROSPACE INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
26-0658833
(I.R.S. Employer Identification Number)
101 EVANS AVENUE
DAYTON, NEVADA 89403
(775) 246-0101
(Address, including zip code, and telephone number, including area code, of principal executive offices)

CEF INDUSTRIES, LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
36-2056886
(I.R.S. Employer Identification Number)
320 SOUTH CHURCH STREET
ADDISON, ILLINOIS 60101
(630) 628-2299
(Address, including zip code, and telephone number, including area code, of principal executive offices)

DATA DEVICE CORPORATION
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
11-2226748
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ELECTROMECH TECHNOLOGIES LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
94-3033701
(I.R.S. Employer Identification Number)
2600 S. CUSTER AVE.
WICHITA, KANSAS 67217
(316) 941-0400
(Address, including zip code, and telephone number, including area code, of principal executive offices)

CDA INTERCORP LLC
(Name as specified in its charter)
FLORIDA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
59-1285683
(I.R.S. Employer Identification Number)
450 GOOLSBY BLVD.
DEERFIELD, FLORIDA 33442
(954) 698-6000
(Address, including zip code, and telephone number, including area code, of principal executive offices)

CHAMPION AEROSPACE LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
58-2623644
(I.R.S. Employer Identification Number)
1230 OLD NORRIS ROAD
LIBERTY, SC 29657
(864) 843-1162
(Address, including zip code, and telephone number, including area code, of principal executive offices)

DUKES AEROSPACE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
27-1368976
(I.R.S. Employer Identification Number)
9060 WINNETKA AVENUE
NORTHRIDGE, CALIFORNIA 91324
(818) 998-9811
(Address, including zip code, and telephone number, including area code, of principal executive offices)

EXTANT COMPONENTS GROUP HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
80-0594187
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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EXTANT COMPONENTS GROUP INTERMEDIATE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
90-0583180
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

HARTWELL CORPORATION
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
95-1936254
(I.R.S. Employer Identification Number)
900 S. RICHFIELD ROAD
PLACENTIA, CALIFORNIA 92870
(714) 993-4200
(Address, including zip code, and telephone number, including area code, of principal executive offices)

JOHNSON LIVERPOOL LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
16-1400756
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

MARATHONNORCO AEROSPACE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
74-2707437
(I.R.S. Employer Identification Number)
8301 IMPERIAL DRIVE
WACO, TX 76712
(254) 776-0650
(Address, including zip code, and telephone number, including area code, of principal executive offices)

HARCOSEMCO LLC
(Name as specified in its charter)
CONNECTICUT
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
06-0691144
(I.R.S. Employer Identification Number)
186 CEDAR STREET
BRANFORD, CONNECTICUT 06405
(203) 483-3700
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ILC HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
51-0105260
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

KIRKHILL INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
82-4505348
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

MCKECHNIE AEROSPACE DE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
20-8964837
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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MCKECHNIE AEROSPACE HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
26-0181650
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

NORTH HILLS SIGNAL PROCESSING CORP.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
11-2203988
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

PEXCO AEROSPACE, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
47-3865989
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SCHNELLER LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
87-0802616
(I.R.S. Employer Identification Number)
6019 POWDERMILL RD.
KENT, OHIO 44240
(330) 673-1400
(Address, including zip code, and telephone number, including area code, of principal executive offices)

MCKECHNIE AEROSPACE US LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
27-0127704
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
52-1285085
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

PNEUDRAULICS, INC.
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
95-1961299
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000,
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SEMCO INSTRUMENTS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
95-2500600
(I.R.S. Employer Identification Number)
25700 RYE CANYON ROAD
VALENCIA, CALIFORNIA 91355
(661) 257-2000
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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SHIELD RESTRAINT SYSTEMS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
86-0774924
(I.R.S. Employer Identification Number)
22937 GALLATIN WAY
ELKHART, INDIANA 46514
(574) 266-8330
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SKURKA AEROSPACE INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
20-2042650
(I.R.S. Employer Identification Number)
4600 CALLE BOLERO, P.O. BOX 2869
CAMARILLO, CALIFORNIA 93011-2869
(805) 484-8884
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SYMETRICS TECHNOLOGY GROUP, LLC
(Name as specified in its charter)
FLORIDA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
20-3642750
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

TEAC AEROSPACE HOLDINGS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
30-0232168
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SKANDIA, INC.
(Name as specified in its charter)
ILLINOIS
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
36-3799744
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SYMETRICS INDUSTRIES, LLC
(Name as specified in its charter)
FLORIDA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
01-0561775
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

TACTAIR FLUID CONTROLS, INC.
(Name as specified in its charter)
NEW YORK
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
16-1286603
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

TEAC AEROSPACE TECHNOLOGIES, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
45-0532615
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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TELAIR INTERNATIONAL LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
47-3558532
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(Address, including zip code, and telephone number, including area code, of principal executive offices)

TEXAS ROTRONICS, INC.
(Name as specified in its charter)
TEXAS
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
74-2925673
(I.R.S. Employer Identification Number)
601 WEST ELIZABETH STREET
BROWNSVILLE, TEXAS 78520
(956) 571-5031
(Address, including zip code, and telephone number, including area code, of principal executive offices)

WHIPPANY ACTUATION SYSTEMS, LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
46-3033189
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ESTERLINE TECHNOLOGIES CORPORATION
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3823
(Primary Standard Industrial Classification Code Number)
13-2595091
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(480) 894-6864
(Address, including zip code, and telephone number, including area code, of principal executive offices)

TELAIR US LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
47-3239760
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(Address, including zip code, and telephone number, including area code, of principal executive offices)

TRANSICOIL LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
26-0084182
(I.R.S. Employer Identification Number)
9 IRON BRIDGE DRIVE
COLLEGEVILLE, PENNSYLVANIA 19426
(484) 902-1100
(Address, including zip code, and telephone number, including area code, of principal executive offices)

YOUNG & FRANKLIN INC.
(Name as specified in its charter)
NEW YORK
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
15-0498830
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

SOURIAU USA, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
71-0934351
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(714) 278-6500
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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ESTERLINE INTERNATIONAL COMPANY
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3823
(Primary Standard Industrial Classification Code Number)
75-3262218
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 291-6025
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

LEACH INTERNATIONAL CORPORATION
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3625
(Primary Standard Industrial Classification Code Number)
95-2597177
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

TA AEROSPACE CO.
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or
organization)
3728
(Primary Standard Industrial Classification Code Number)
95-0903820
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

CMC ELECTRONICS AURORA LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
336411
(Primary Standard Industrial Classification Code Number)
36-3503592
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

LEACH HOLDING CORPORATION
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
6719
(Primary Standard Industrial Classification Code Number)
13-2765153
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(727) 461-3000
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

LEACH TECHNOLOGY GROUP, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3841
(Primary Standard Industrial Classification Code Number)
06-1611825
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

ESTERLINE US LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
3812
(Primary Standard Industrial Classification Code Number)
20-8563146
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

ADVANCED INPUT DEVICES, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3577
(Primary Standard Industrial Classification Code Number)
82-0350830
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(714) 662-1400
(Address, including zip code, and
telephone number, including area code,
of principal executive offices)

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ESTERLINE EUROPE COMPANY LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
30-0689350
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(856) 663-1275
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ESTERLINE FEDERAL LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
20-4660150
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

AVISTA, INCORPORATED
(Name as specified in its charter)
WISCONSIN
(State or other jurisdiction of incorporation or organization)
7371
(Primary Standard Industrial Classification Code Number)
39-1831449
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ESTERLINE TECHNOLOGIES SGIP LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
38-3868602
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ESTERLINE GEORGIA US LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
47-2056482
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(602) 850-2850
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ANGUS ELECTRONICS CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
551112
(Primary Standard Industrial Classification Code Number)
35-1328303
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(516) 333-2640
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ESTERLINE SENSORS SERVICES AMERICAS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
93-1078151
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(732) 388-3500
(Address, including zip code, and telephone number, including area code, of principal executive offices)

HYTEK FINISHES CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3471
(Primary Standard Industrial Classification Code Number)
91-1457724
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(425) 290-3100
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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JANCO CORPORATION
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3679
(Primary Standard Industrial Classification Code Number)
95-1522466
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

NMC GROUP, INC.
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3999
(Primary Standard Industrial Classification Code Number)
95-2885589
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

PALOMAR PRODUCTS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
95-4547814
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(814) 833-6767
(Address, including zip code, and telephone number, including area code, of principal executive offices)

KORRY ELECTRONICS CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3679
(Primary Standard Industrial Classification Code Number)
91-1458098
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(775) 246-0101
(Address, including zip code, and telephone number, including area code, of principal executive offices)

MASON ELECTRIC CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
91-1720628
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

NORWICH AERO PRODUCTS, INC.
(Name as specified in its charter)
NEW YORK
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
16-1206875
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

17111 WATERVIEW PKWY LLC
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
None
(I.R.S. Employer Identification Number)
1301 EAST 9TH STREET, SUITE 3000
CLEVELAND, OHIO, 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

MEMTRON TECHNOLOGIES CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3679
(Primary Standard Industrial Classification Code Number)
91-1901140
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(954) 698-6000
(Address, including zip code, and telephone number, including area code, of principal executive offices)

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SUNBANK FAMILY OF COMPANIES, LLC
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
52-2008070
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(630) 628-2299
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ARMTEC DEFENSE PRODUCTS CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3483
(Primary Standard Industrial Classification Code Number)
91-1458099
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ARMTEC COUNTERMEASURES TNO CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
3345111
(Primary Standard Industrial Classification Code Number)
03-0464242
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(316) 941-0400
(Address, including zip code, and telephone number, including area code, of principal executive offices)

GAMESMAN INC.
(Name as specified in its charter)
NEVADA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
27-2894514
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

JOSLYN SUNBANK COMPANY, LLC
(Name as specified in its charter)
CALIFORNIA
(State or other jurisdiction of incorporation or organization)
3728
(Primary Standard Industrial Classification Code Number)
52-2008067
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(864) 843-1162
(Address, including zip code, and telephone number, including area code, of principal executive offices)

ARMTEC COUNTERMEASURES CO.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
332900
(Primary Standard Industrial Classification Code Number)
48-1266479
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(818) 998-9811
(Address, including zip code, and telephone number, including area code, of principal executive offices)

RACAL ACOUSTICS, INC.
(Name as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or organization)
1742
(Primary Standard Industrial Classification Code Number)
74-3154816
(I.R.S. Employer Identification Number)
1301 EAST 9th STREET, SUITE 3000
CLEVELAND, OH 44114
(216) 706-2960
(Address, including zip code, and telephone number, including area code, of principal executive offices)

The information in this prospectus is not complete and may be changed. We may not sell securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

Subject to completion, dated April 2, 2019

PROSPECTUS

TransDigm UK Holdings plc

OFFER TO EXCHANGE

Up to \$500,000,000 aggregate principal amount of its 6.875% Senior Subordinated Notes due 2026 registered under the Securities Act of 1933 for any and all of its outstanding 6.875% Senior Subordinated Notes due 2026 that were issued on May 8, 2018

- We are offering to exchange new registered 6.875% senior subordinated notes due 2026, which we refer to herein as the exchange notes, for all of our outstanding unregistered 6.875% senior subordinated notes due 2026 that were issued on May 8, 2018, which we refer to herein as the original notes.
- We refer herein to the original notes and exchange notes, collectively, as the notes.
- The exchange offer expires at 5:00 p.m., New York City time, on _____, 2019, unless extended. The exchange offer is subject to customary conditions that we may waive.
- All outstanding original notes that are validly tendered and not validly withdrawn prior to the expiration of the exchange offer will be exchanged for the exchange notes.
- Tenders of outstanding notes may be withdrawn at any time before 5:00 p.m., New York City time, on the expiration date of the exchange offer.
- We believe that the exchange of original notes for exchange notes should not be a taxable exchange for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.
- The terms of the exchange notes to be issued are substantially identical to the terms of the original notes, except that the exchange notes will not have transfer restrictions and you will not have registration rights.
- If you fail to tender your original notes, you will continue to hold unregistered securities and it may be difficult for you to transfer them.
- There is no established trading market for the exchange notes. It is intended that an application will be made to the Irish Stock Exchange trading as Euronext Dublin for the admission of the exchange notes to the Official List and trading on the Global Exchange Market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC. There is no assurance that the exchange notes will be listed on the Official List of Euronext Dublin or admitted to trading on the Global Exchange Market.

See "[Risk Factors](#)" beginning on page 10 for a discussion of matters you should consider before you participate in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____.

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This prospectus incorporates important business and financial information about us that is not included or delivered with this prospectus. We will provide this information to you at no charge upon written or oral request directed to Investor Relations, TransDigm Group Incorporated, 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114 (telephone number (216) 706-2945). **In order to ensure timely delivery of this information, any request should be made by , five business days prior to the expiration date of the exchange offer.**

No dealer, salesperson or other individual has been authorized to give any information or to make any representations not contained in this prospectus in connection with the exchange offer. If given or made, such information or representations must not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implications that there has not been any change in the facts set forth in this prospectus or in our affairs since the date hereof.

Each broker-dealer that receives exchange notes 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 notes. The letter of transmittal accompanying this prospectus 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 of 1933, as amended, or 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 the exchange notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resales. See “Plan of Distribution.”

NOTICE TO INVESTORS

This prospectus contains summaries of the terms of certain agreements that we believe to be accurate in all material respects. However, we refer you to the actual agreements for complete information relating to those agreements. All summaries of such agreements contained in this prospectus or incorporated by reference into this prospectus are qualified in their entirety by this reference. To the extent that any such agreement is attached as an exhibit to this registration statement, we will make a copy of such agreement available to you upon request.

The notes will be available in book-entry form only. The notes exchanged pursuant to this prospectus will be issued in the form of one or more global certificates, which will be deposited with, or on behalf of, The Depository Trust Company, or DTC, and registered in its name or in the name of Cede & Co., its nominee. Beneficial interests in the global certificates will be shown on, and transfer of the global certificates will be effected only through, records maintained by DTC and its participants, including Clearstream Banking, S.A., or Clearstream, and Euroclear Bank S.A./N.V., as operator of the Euroclear System, or Euroclear. After the initial issuance of the global certificates, notes in certificated form will be issued in exchange for global certificates only in the limited circumstances set forth in the indenture, dated as of May 8, 2018, governing the notes, which we refer to herein as the indenture. See “Book-Entry, Delivery and Form.”

NOTICE TO INVESTORS IN THE EUROPEAN ECONOMIC AREA

The exchange notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area, or the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended, or MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC, as amended, or the Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC, as amended, or the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended, or the PRIIPs Regulation, for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

NOTICE TO INVESTORS IN THE UNITED KINGDOM

This document and any other material in relation to the exchange notes described herein are only being distributed to, and are only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive (and amendments thereto) and Section 86(7) of the Financial Services and Markets Act 2000 (United Kingdom), as amended, or the FSMA, that are also (i) investment professionals falling within Article 19(5) of the FSMA (Financial Promotion) Order 2005, as amended, or the Order, or (ii) persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Order or (iii) persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue or sale of any notes may be communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to us (all such persons together being referred to as relevant persons). The exchange notes are only available to, and any invitation, offer or agreement to purchase or otherwise acquire such exchange notes will be engaged only with, relevant persons. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents. The exchange notes are not being offered or sold to any person in the United Kingdom, except in circumstances which will not result in an offer of securities to the public in the United Kingdom within the meaning of Part VI of the FSMA.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and in documents we file with the Securities and Exchange Commission, or the SEC, that are incorporated by reference in this prospectus. This summary may not contain all of the information that may be important to you. You should read the entire prospectus and the information incorporated by reference in this prospectus carefully, including the financial statements and the related notes incorporated by reference in this prospectus, before you decide to participate in the exchange offer. This prospectus contains forward-looking statements, which involve risks and uncertainties. Our actual results could differ materially from those anticipated in such forward-looking statements as a result of certain factors, including those discussed in the “Risk Factors” and other sections of this prospectus and in the documents incorporated by reference in this prospectus. Unless the context otherwise requires, references in this prospectus to “we,” “us,” “our” and “the Company” refer to TransDigm Group Incorporated, TransDigm Inc. and its subsidiaries, including TransDigm UK Holdings plc.

Our Company

We believe we are a leading global designer, producer and supplier of highly engineered aircraft components for use on nearly all commercial and military aircraft in service today. Our business is well diversified due to the broad range of products we offer to our customers. We estimate that about 90% of our net sales for fiscal year 2018 were generated by proprietary products. In addition, for fiscal year 2018, we estimate that we generated about 80% of our net sales from products for which we are the sole source provider.

Most of our products generate significant aftermarket revenue. Once our parts are designed into and sold on a new aircraft, we generate net sales from aftermarket consumption over the life of that aircraft, which is generally estimated to be approximately 25 to 30 years. A typical platform can be produced for 20 to 30 years, giving us an estimated product life cycle in excess of 50 years. We estimate that approximately 60% of our net sales in fiscal year 2018 were generated from aftermarket sales, the vast majority of which came from the commercial and military aftermarkets. These aftermarket revenues have historically produced a higher gross margin and been more stable than sales to original equipment manufacturers, or OEMs.

We primarily design, produce and supply highly engineered proprietary aerospace components (and certain systems/subsystems) with significant aftermarket content. We seek to develop highly customized products to solve specific needs for aircraft operators and manufacturers. We attempt to differentiate ourselves based on engineering, service and manufacturing capabilities. We typically choose not to compete for non-proprietary “build to print” business because it frequently offers lower margins than proprietary products. We believe that our products have strong brand names within the industry and that we have a reputation for high quality, reliability and customer support.

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

Our customers include: (1) distributors of aerospace components; (2) worldwide commercial airlines, including national and regional airlines; (3) large commercial transport and regional and business aircraft OEMs; (4) various armed forces of the United States and friendly non-U.S. governments; (5) defense OEMs; (6) system

suppliers; and (7) various other industrial customers. For the year ended September 30, 2018, Airbus S.A.S. (which includes Satair A/S, a distributor of commercial aftermarket parts to airlines throughout the world) accounted for approximately 11% of our net sales and The Boeing Company (which includes Aviall, Inc., also a distributor of commercial aftermarket parts to airlines throughout the world) accounted for approximately 10% of our net sales. Our top ten customers for fiscal year 2018 accounted for approximately 43% of our net sales. Products supplied to many of our customers are used on multiple platforms.

Recent Developments

On February 13, 2019, TransDigm Inc. issued in private offerings to qualified institutional buyers in accordance with Rule 144A under the Securities Act and to persons outside the United States under Regulation S under the Securities Act: (i) \$4.0 billion combined aggregate principal amount of 6.25% senior secured notes due 2026, or the secured notes, which consisted of \$3.8 billion aggregate principal amount of secured notes at an issue price of 100% of the principal amount thereof that TransDigm Inc. agreed to sell on January 30, 2019 and \$200 million aggregate principal amount of secured notes at an issue price of 101% of the principal amount thereof that TransDigm Inc. agreed to sell on February 1, 2019; and (ii) \$550 million aggregate principal amount of 7.50% senior subordinated notes due 2027, or the 2027 notes, at an issue price of 100% of the principal amount thereof. The secured notes and the 2027 notes are guaranteed, with certain exceptions, by TransDigm Group Incorporated and TransDigm UK Holdings plc and certain of TransDigm Inc.'s existing and future U.S. subsidiaries on a senior secured basis and senior subordinated basis, respectively. The secured notes are secured by a first-priority security interest in substantially all the assets of TransDigm Inc., TransDigm Group Incorporated and TransDigm UK Holdings plc and each other guarantor on an equal and ratable basis with any other existing and future senior secured debt, including indebtedness under TransDigm Inc.'s senior secured credit facilities.

TransDigm Inc. used the net proceeds from the offerings of the secured notes to fund the purchase price for its acquisition, or the Esterline Acquisition, of all of the outstanding stock of Esterline Technologies Corporation, or Esterline, which closed on March 14, 2019. TransDigm Inc. used the net proceeds from the offering of the 2027 notes, along with cash on hand, to redeem all of its outstanding 5.50% Senior Subordinated Notes due 2020, or the 2020 notes.

We refer to the Esterline Acquisition and the related transactions, including the offerings of the secured notes, the use of the proceeds thereof and the redemption of Esterline's outstanding 3.625% Senior Notes due 2023, along with the offering of the 2027 notes, the use of proceeds thereof, along with cash on hand, to redeem all of the outstanding 2020 notes and the exchange offer, collectively, as the 2019 Transactions

Summary of the Exchange Offer

On May 8, 2018, we issued the original notes in a transaction exempt from registration under the Securities Act. In connection with the offering of the original notes, we entered into a registration rights agreement, dated as of May 8, 2018, relating to the notes, which we refer to herein as the registration rights agreement, with the initial purchasers of the notes. In the registration rights agreement, we agreed to offer the exchange notes, which will be registered under the Securities Act, in exchange for the original notes. The exchange offer is intended to satisfy our obligations under the registration rights agreement. We also agreed to deliver this prospectus to the holders of the original notes. You should read the discussions under the headings “Prospectus Summary—Summary of the Terms of the Exchange Notes—Description of the Exchange Notes” for information regarding the exchange notes.

The Exchange Offer

This is an offer to exchange, in minimum denominations of \$200,000 and multiples of \$1,000 in excess thereof, exchange notes for like amounts of original notes. The exchange notes are substantially identical to the original notes, except that the exchange notes generally will be freely transferable. Based upon interpretations by the staff of the SEC, set forth in no action letters issued to unrelated third parties, we believe that you can transfer the exchange notes without complying with the registration and prospectus delivery provisions of the Securities Act if you:

- acquire the exchange notes in the ordinary course of your business;
- are not and do not intend to become engaged in a distribution of the exchange notes;
- are not an “affiliate” (within the meaning of the Securities Act) of ours;
- are not a broker-dealer (within the meaning of the Securities Act) that acquired the original notes from us or our affiliates; and
- are not a broker-dealer (within the meaning of the Securities Act) that acquired the original notes in a transaction as part of its market-making or other trading activities.

If any of these conditions are not satisfied and you transfer any exchange note without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. See “The Exchange Offer—Purpose of the Exchange Offer.”

Registration Rights Agreement

Under the registration rights agreement, we have agreed to use our reasonable best efforts to consummate the exchange offer or cause the original notes to be registered under the Securities Act to permit resales. If we are not in compliance with our obligations under the registration rights agreement, liquidated damages will accrue on the original notes in addition to the interest that otherwise is due on the original notes. If the exchange offer is completed on the terms and within the time period contemplated by this prospectus, no liquidated damages will be payable on the original notes. The exchange notes will not contain any provisions regarding the payment of liquidated damages. See “The Exchange Offer—Liquidated Damages.”

Minimum Condition

The exchange offer is not conditioned on any minimum aggregate principal amount of original notes being tendered in the exchange offer.

Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2019, unless we extend it.
Exchange Date	We will accept original notes for exchange at the time when all conditions of the exchange offer are satisfied or waived. We will deliver the exchange notes promptly after we accept the original notes.
Conditions to the Exchange Offer	Our obligation to complete the exchange offer is subject to certain conditions. See “The Exchange Offer—Conditions to the Exchange Offer.” We reserve the right to terminate or amend the exchange offer at any time prior to the expiration date upon the occurrence of certain specified events.
Withdrawal Rights	You may withdraw the tender of your original notes at any time before the expiration of the exchange offer on the expiration date. Any original notes not accepted for any reason will be returned to you without expense as promptly as practicable after the expiration or termination of the exchange offer.
Procedures for Tendering Original Notes	See “The Exchange Offer—How to Tender.”
United States Federal Income Tax Consequences	We believe that the exchange of the original notes for the exchange notes will not be a taxable exchange for U.S. federal income tax purposes and that holders will not recognize any taxable gain or loss as a result of such exchange. See “Certain U.S. Federal Income Tax Considerations.”
United Kingdom Tax Considerations	We believe that the exchange of the original notes for the exchange notes will not be a taxable exchange for United Kingdom tax purposes and that holders will not recognize any taxable gain or loss as a result of such exchange. See “Certain United Kingdom Tax Considerations.”
Effect on Holders of Original Notes	<p>If the exchange offer is completed on the terms and within the period contemplated by this prospectus, holders of original notes will have no further registration or other rights under the registration rights agreement, except under limited circumstances. See “The Exchange Offer—Other.”</p> <p>Holders of original notes who do not tender their original notes will continue to hold those original notes. All untendered, and tendered but unaccepted original notes, will continue to be subject to the transfer restrictions provided for in the original notes and the indenture. To the extent that original notes are tendered and accepted in the exchange offer, the trading market for the original notes could be adversely affected. See “Risk Factors—Risks Associated with the Exchange Offer—You may not be able to sell your original notes if you do not exchange them for registered exchange notes in the exchange offer,” “Risk Factors—Risks associated with the Exchange Offer—Your ability to sell your original notes may be significantly more limited and the price at which you may be able to sell your original notes may be significantly lower if you do not exchange them for registered exchange notes in the exchange offer” and “The Exchange Offer—Other.”</p>

Appraisal Rights

Holders of original notes do not have appraisal or dissenters' rights under applicable law or the indenture. See "The Exchange Offer—Terms of the Exchange Offer."

Use of Proceeds

We will not receive any proceeds from the issuance of the exchange notes pursuant to the exchange offer.

Exchange Agent

The Bank of New York Mellon Trust Company, N.A., the trustee under the indenture, is serving as the exchange agent in connection with this exchange offer.

Summary of the Terms of the Exchange Notes

Issuer	TransDigm UK Holdings plc, or the Issuer.
Exchange Notes	\$500,000,000 aggregate principal amount of 6.875% Senior Subordinated Notes due 2026.
Maturity Date	The notes will mature on May 15, 2026.
Interest	The interest on the notes will accrue at 6.875% per annum, payable semiannually in arrears on May 15 and November 15 and commencing on November 15, 2018.
Guarantees	The notes are fully and unconditionally guaranteed, jointly and severally and on an unsecured senior subordinated basis, by TransDigm Inc., the indirect parent company of the Issuer, TransDigm Group Incorporated, or TD Group, the publicly traded parent company of TransDigm Inc., and, other than immaterial subsidiaries, all of TD Group's existing and future U.S. subsidiaries. TD Group's non-U.S. subsidiaries do not guarantee the notes. As of the date of this prospectus, other than the Issuer, TD Group had 66 foreign subsidiaries (46 of which have immaterial tangible assets and liabilities (excluding intercompany debt)). See "Description of the Exchange Notes—Ranking—Liabilities of Subsidiaries versus Notes and Guarantees."
Ranking	<p>The exchange notes will be our unsecured senior subordinated obligations. After giving effect to the 2019 Transactions, the exchange notes and guarantees will rank:</p> <ul style="list-style-type: none">• junior to all of our and the guarantors' existing and future senior indebtedness, including any borrowings under TransDigm Inc.'s senior secured credit facilities, amounts outstanding under TransDigm Inc.'s A/R Facility (as defined below) and the secured notes;• equally in right of payment with any of our and the guarantors' existing and future senior subordinated indebtedness, including TransDigm Inc.'s \$1,150 million aggregate principal amount of 2022 notes issued in June 2014, which we refer to herein as the 2022 notes, TransDigm Inc.'s \$1,200 million aggregate principal amount of 2024 notes issued in June 2014, which we refer to herein as the 2024 notes, TransDigm Inc.'s \$450 million aggregate principal amount of 2025 notes issued in May 2015 and \$300 million aggregate principal amount of 2025 notes issued in February 2017, which we refer to herein, collectively, as the 2025 notes, TransDigm Inc.'s \$950 million aggregate principal amount of 2026 notes issued in June 2016, which we refer to herein as the 2026 notes, and the 2027 notes; and• senior in right of payment to any of our and the guarantors' future indebtedness that is, by its terms, expressly subordinated in right of payment to the notes.

As of December 29, 2018, on a pro forma basis after giving effect to the 2019 Transactions, the notes would have ranked junior in right of payment to \$11.9 billion of our senior indebtedness, \$11.6 billion of which was secured by substantially all of the assets of TransDigm Inc. and the guarantors and \$300 million of which consisted of amounts outstanding under TransDigm Inc.'s A/R Facility, which was secured by the trade receivables underlying such facility. None of the foregoing amounts of indebtedness reflect amounts that may be drawn in the future from time to time under TransDigm Inc.'s senior secured credit facilities and A/R Facility, which would also be so secured and rank senior in right of payment to the notes.

In addition, after giving effect to the 2019 Transactions the terms of the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes and the secured notes would permit us and the guarantors to incur additional senior debt, which could include secured debt.

Optional Redemption

We may at our option redeem the notes at any time and from time to time after issuance, in whole or in part, in cash at the redemption prices described in this prospectus, plus accrued and unpaid interest to the date of redemption. See "Description of the Exchange Notes—Redemption."

Optional Redemption for Tax Reasons

We may redeem the notes in whole, but not in part, at any time, if as a result of any changes in tax laws or our interpretation, we become obliged to pay any Additional Amounts (as defined in "Description of the Exchange Notes—Additional Amounts"). If we decide to redeem the notes following such change, we must redeem the notes at a price equal to the principal amount of the notes plus accrued and unpaid interest to the date of redemption. See "Description of the Exchange Notes—Optional Redemption for Tax Reasons"

Additional Amounts

All payments made by us or any guarantor with respect to the notes or guarantees will be made without withholding or deduction for taxes unless required by law. If we or any guarantor are required by law to withhold or deduct for such taxes with respect to a payment to the holders of notes, we or the applicable guarantor, as the case may be, will pay such Additional Amounts necessary so that the net amount received by any holder of notes after the withholding or deduction is not less than the amount that such holder would have received in the absence of the withholding or deduction, subject to certain exceptions. See "Description of the Exchange Notes—Additional Amounts"

Change of Control

If a change of control event occurs, each holder of notes will have the right to require us to purchase all or a portion of its notes at a purchase price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest to the date of purchase. See "Description of the Exchange Notes—Change of Control."

Certain Covenants

The indenture governing the notes contains covenants that, among other things, limit the ability of TransDigm Inc. and its restricted subsidiaries to:

- incur or guarantee additional indebtedness or issue preferred stock;
- pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt;

- make investments;
- sell assets;
- enter into agreements that restrict distributions or other payments from restricted subsidiaries to TransDigm Inc.;
- incur or suffer to exist liens securing indebtedness;
- consolidate, merge or transfer all or substantially all of our assets;
- engage in transactions with affiliates;
- create unrestricted subsidiaries; and
- engage in certain business activities.

The limitations are subject to a number of important qualifications and exceptions, including a qualification that, upon the achievement and maintenance of a specified financial threshold, most of the limitations on the ability of TransDigm Inc. and its restricted subsidiaries to pay distributions on or redeem or repurchase capital stock, repurchase subordinated debt or make investments will not apply. See “Description of the Exchange Notes—Certain Covenants.”

Covenant Suspension

At any time when the notes are rated investment grade by Moody’s Investors Service, Inc., or Moody’s Investors Service, and S&P Global Ratings, a division of S&P Global Inc., or S&P Global Ratings, and no default has occurred and is continuing under the indenture, TransDigm Inc. and its restricted subsidiaries will not be subject to many of the foregoing covenants with respect to the notes. However, if TransDigm Inc. and its restricted subsidiaries are not subject to such covenants and, on any subsequent date, one or both of such rating agencies withdraws its investment grade ratings assigned to such notes or downgrades the rating assigned to such notes below an investment grade rating, or if a default or event of default occurs and is continuing, then TransDigm Inc. and its restricted subsidiaries will again become subject to such covenants. See “Description of the Exchange Notes—Certain Covenants.”

In addition, subject to certain exceptions, if either TransDigm Inc. or TD Group is acquired by an entity that has received an investment grade rating from both Moody’s Investors Service and S&P Global Ratings, and such entity files current and periodic reports with the SEC, the requirement in the indenture governing the notes that either TransDigm Inc. or TD Group file current and periodic reports with the SEC will be suspended. See “Description of the Exchange Notes—Certain Covenants.”

Listing

It is intended that application will be made to the Irish Stock Exchange trading as Euronext Dublin for the exchange notes to be admitted to the Official List and trading on the Global Exchange Market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC. There is no assurance that the exchange notes will be listed on the Official List of Euronext Dublin or admitted to trading on the Global Exchange Market thereof.

Use of Proceeds	We will not receive any proceeds from the issuance of the exchange notes pursuant to the exchange offer.
Trustee	The Bank of New York Mellon Trust Company, N.A. is the trustee for the holders of the notes.
Governing Law	The notes, the indenture and the other documents for the offering of the exchange notes are governed by the laws of the State of New York.

For additional information about the notes, see the section of this prospectus entitled “Description of the Exchange Notes.”

Regulatory Approvals

Other than the federal securities laws, there are no federal or state regulatory requirements that we must comply with and there are no approvals that we must obtain in connection with the exchange offer.

Risk Factors

Participating in the exchange offer involves certain risks. You should carefully consider the information under “Risk Factors” and in Item 1A “Risk Factors” in our Annual Report on Form 10-K for the year ended September 30, 2018 and all other information included or incorporated by reference in this prospectus before participating in the exchange offer.

Principal Offices

Our executive offices are located at 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114 and our telephone number is (216) 706-2960. Our website address is <http://www.transdigm.com>. Our website and the information contained on, or that can be accessed through, our website are not part of this prospectus.

RISK FACTORS

Participating in the exchange offer involves risks. You should carefully consider the risks described below and in Item 1A “Risk Factors” in our Annual Report on Form 10-K for the year ended September 30, 2018, together with the other information contained or incorporated by reference in this prospectus, before you decide to participate in the exchange offer. Any of the following risks, as well as other risks and uncertainties, could harm the value of the notes, directly, or our business and financial results, and thus indirectly cause the value of the notes to decline. The risks described below are not the only ones that could impact our company or the value of the notes. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition or results of operations. As a result of any of these risks, known or unknown, you may lose all or part of your investment in the notes.

Risks Relating to the Notes

Our substantial indebtedness could adversely affect our financial health and could harm our ability to react to changes in our business and prevent us from fulfilling our obligations under our indebtedness, including the notes.

We have a significant amount of indebtedness. As of December 29, 2018, our total indebtedness, excluding approximately \$16.1 million of letters of credit outstanding, was approximately \$12.9 billion, which was approximately 115% of our total book capitalization as a result of our prior year special dividends being funded, in part, with indebtedness and the addition of approximately \$1.1 billion in net new incremental borrowings during fiscal 2018. As of December 29, 2018, on a pro forma basis after giving effect to the 2019 Transactions, our outstanding indebtedness would have been approximately \$16.9 billion. Accordingly, indebtedness would represent approximately 112% of our total capitalization as of December 29, 2018 on a pro forma basis after giving effect to the 2019 Transactions.

Our substantial level of indebtedness increases the possibility that we may be unable to generate cash sufficient to pay, when due, the principal of, interest on or other amounts due in respect of our indebtedness, including the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes and the secured notes. Our substantial debt could also have other important consequences to investors. For example, it could:

- increase our vulnerability to general economic downturns and adverse competitive and industry conditions;
- increase the risk we are subjected to downgrade or put on a negative watch by the ratings agencies;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital requirements, capital expenditures, acquisitions, research and development efforts and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to competitors that have less debt; and
- limit, along with the financial and other restrictive covenants contained in the documents governing our indebtedness, among other things, our ability to borrow additional funds, make investments and incur liens.

In addition, all of our debt under the senior secured credit facilities, which, as of December 29, 2018, included \$7.6 billion in term loans, \$583.9 million of commitments under our revolving loan facility that

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remained undrawn and the \$350 million A/R Facility, which had \$50 million in unused capacity, bears interest at floating rates. Accordingly, in the event that interest rates increase, our debt service expense will also increase. At December 29, 2018, four interest rate swap agreements were in place to hedge the variable interest rates on the Tranche G term loans for a fixed rate based on an aggregate notional amount of \$500 million through December 31, 2021, on an aggregate notional amount of \$400 million through September 30, 2022, on an aggregate notional amount of \$900 million from December 31, 2021 through June 28, 2024 and on an aggregate notional amount of \$400 million from September 30, 2022 through June 28, 2024. Also, one interest rate cap agreement was in place to offset the variable interest rates on the Tranche G term loans based on an aggregate notional amount of \$400 million through December 30, 2021. At December 29, 2018, three interest rate swap agreements were in place to hedge the variable interest rates on the Tranche F term loans for a fixed rate based on an aggregate notional amount of \$1,000 million through June 28, 2019, on an aggregate notional amount of \$1,000 million from June 28, 2019 through June 30, 2021 and on an aggregate notional amount of \$1,400 million from June 30, 2021 through March 31, 2023. Also, one interest rate cap agreement was in place to offset the variable interest rates on the Tranche F term loans based on an aggregate notional amount of \$400 million through June 30, 2021. At December 29, 2018, four interest rate swap agreements were in place to hedge the variable interest rates on the Tranche E term loans for a fixed rate based on an aggregate notional amount of \$750 million through June 30, 2020, on an aggregate notional amount of \$500 million through March 31, 2025, on an aggregate notional amount of \$750 million from June 30, 2020 through June 30, 2022 and on an aggregate notional amount of \$1,500 million from June 30, 2022 through March 31, 2025. Finally, two interest rate cap agreements were in place to offset the variable interest rates on the Tranche E term loans based on an aggregate notional amount of \$750 million through June 30, 2020 and on an aggregate notional amount of \$750 million from June 30, 2020 through June 30, 2022. We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our credit facilities or otherwise in amounts sufficient to enable us to service our indebtedness. If we cannot service our debt, we will have to take actions such as reducing or delaying capital investments, selling assets, restructuring or refinancing our debt or seeking additional equity capital.

Despite current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. For example, as of December 29, 2018, after giving effect to the 2019 Transactions we would have had approximately \$583.9 million of unused commitments under our revolving loan facility and \$50 million of unused capacity under our A/R Facility (with the availability of such capacity being dependent on the amount of our outstanding trade receivables). Although the indentures governing the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes and our senior secured credit facilities contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and the indebtedness incurred in compliance with these qualifications and exceptions could be substantial. Upon consummation of the 2019 Transactions, we expect to have capacity to incur additional indebtedness, which could be in the form of senior secured indebtedness.

Any additional borrowings could be senior to the notes and the related guarantees. If we incur additional debt, the risks associated with our substantial leverage would increase.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control, and any failure to meet our debt service obligations could harm our business, financial condition and results of operations.

Our ability to make payments on and to refinance our indebtedness, including the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes, amounts borrowed under the senior secured credit facilities and amounts due under our A/R Facility, and to fund our operations, will depend on our ability to generate cash in the future, which, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

We cannot assure you, however, that our business will generate sufficient cash flow from operations, that currently anticipated cost savings and operating improvements will be realized on schedule or at all or that future borrowings will be available to us under the senior secured credit facilities or otherwise in amounts sufficient to enable us to service our indebtedness, including the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes, amounts borrowed under the senior secured credit facilities and amounts due under our A/R Facility, or to fund our other liquidity needs. If we cannot service our debt, we will have to take actions such as reducing or delaying capital investments, selling assets, restructuring or refinancing our debt or seeking additional equity capital. We cannot assure you that any of these remedies could, if necessary, be effected on commercially reasonable terms, or at all. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments, the indentures governing the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes and the secured notes and the senior secured credit facilities may restrict us from adopting any of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness on acceptable terms and would otherwise adversely affect the notes.

Repayment of our debt, including the notes, is dependent on cash flow generated by our subsidiaries.

Our subsidiaries own a significant portion of our assets and conduct a significant portion of our operations. Accordingly, repayment of our indebtedness, including the notes, is dependent, to a significant extent, on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of the notes, our subsidiaries do not have any obligation to pay amounts due on the notes or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture governing the notes limits the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

The terms of the senior secured credit facilities and the indentures relating to the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes and the notes may restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.

Our senior secured credit facilities and the indentures governing the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes and the notes contain a number of restrictive covenants that impose significant operating and financial restrictions on the Company and may limit our ability to engage in acts that may be in our long-term best interests. The senior secured credit facilities and indentures include covenants restricting, among other things, our ability to (subject, in each case, to certain important exceptions):

- incur or guarantee additional indebtedness or issue preferred stock;
- pay distributions on, redeem or repurchase our capital stock or redeem or repurchase our subordinated debt;
- make investments;
- sell assets;
- enter into agreements that restrict distributions or other payments from our restricted subsidiaries to us;

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- incur or allow to exist liens;
- consolidate, merge or transfer all or substantially all of our assets;
- engage in transactions with affiliates;
- create unrestricted subsidiaries; and
- engage in certain business activities.

While, as noted above, the indentures restrict our ability to pay distributions on, redeem or repurchase our capital stock or redeem or repurchase our subordinated debt, we may take such actions pursuant to certain exceptions, including the ability to do so through capacity that builds up based, generally, on 50% of the amount of our consolidated net income earned from October 1, 2010. Moreover, we may also take such actions at any time when, after giving effect to such actions, our fixed charge coverage ratio exceeds 2.0 to 1.0.

In addition, if the usage of our revolving loan facility exceeds 25% of the total revolving commitments, we will be required to maintain a maximum consolidated net leverage ratio of net debt, as defined, to trailing four quarter Consolidated EBITDA (as defined in the agreement governing the revolving credit facility).

A breach of any of these covenants could result in a default under the senior secured credit facilities or the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes and the notes. If any such default occurs, the lenders under the senior secured credit facilities and the holders of the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes and the notes may elect to declare all outstanding borrowings, together with accrued interest and other amounts payable thereunder, to be immediately due and payable. The lenders under the senior secured credit facilities also have the right in these circumstances to terminate any commitments they have to provide further borrowings. In addition, following an event of default under the senior secured credit facilities or the secured notes, the lenders thereunder or the holders thereof, as applicable, will have the right to proceed against the collateral granted to them to secure the debt, which includes our available cash, and they will also have the right to prevent us from making debt service payments on the notes. If the debt under the senior secured credit facilities, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes or the notes were to be accelerated, we cannot assure you that our assets would be sufficient to repay in full the notes and our other debt.

Many of the covenants in the indenture governing the notes will not be applicable during any period when the notes are rated investment grade by Moody's Investors Service and S&P Global Ratings and no default has occurred and is continuing.

Many of the covenants contained in the indenture governing the notes will not apply during any period when the notes are rated investment grade by both Moody's Investors Service and S&P Global Ratings and no default has occurred and is continuing. These covenants restrict, among other things, the ability of TransDigm Inc. and its restricted subsidiaries to incur or guarantee additional indebtedness or issue preferred stock, to pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt, sell assets, consolidate, merge or transfer all or substantially all of our assets and enter into certain other transactions. We cannot predict if the notes will ever be rated investment grade or, if they are in the future rated investment grade, that the notes will maintain such rating. However, suspension of these covenants would allow TransDigm Inc. and its restricted subsidiaries to engage in certain actions that would not have been permitted were these covenants in force, and the effects of any such actions that TransDigm Inc. and its restricted subsidiaries take while these covenants are not in force will be permitted to remain in place even if the notes are subsequently downgraded below investment grade and the covenants are reinstated.

Your right to receive payments on the notes will be subordinated to the borrowings under the senior secured credit facilities and A/R Facility and possibly all of our future borrowings. Further, the guarantees of the notes are junior in right of payment to all of the guarantors' existing senior indebtedness and possibly to all of the guarantors' future borrowings.

The notes and the guarantees rank in right of payment behind all of our and the guarantors' existing senior indebtedness, including borrowings under the senior secured credit facilities and A/R Facility, and will rank in right of payment behind all of our and the guarantors' future borrowings, in each case, except any future indebtedness that expressly provides that it ranks equal in right of payment with, or junior in right of payment to, the notes and the guarantees, as applicable. We also may be able to incur substantial additional indebtedness, including senior indebtedness, in the future.

As a result of this subordination, upon any distribution to our creditors or the creditors of the guarantors in a bankruptcy, liquidation or reorganization or similar proceeding relating to us or the guarantors or our or their property, the holders of our senior debt and the senior debt of the guarantors will be entitled to be paid in full and in cash before any payment may be made with respect to the notes or the guarantees.

In the event of a bankruptcy, liquidation or reorganization or similar proceeding relating to us or the guarantors, holders of the notes will participate with the trade creditors and all other holders of our and the guarantors' senior subordinated indebtedness in the assets remaining after we and the guarantors have paid all of the senior indebtedness. However, because each indenture governing the notes requires that amounts otherwise payable to holders of the notes in a bankruptcy or similar proceeding be paid to holders of senior indebtedness instead, holders of the notes may receive less, ratably, than holders of trade payables or other unsecured, unsubordinated creditors in any such proceeding. In any of these cases, we and the guarantors may not have sufficient funds to pay all of our creditors, and holders of the notes may receive less, ratably, than the holders of senior indebtedness.

The notes are not secured by our assets or those of the guarantors, and the lenders under our senior secured credit facilities and A/R Facility will be entitled to remedies available to a secured lender, which gives them priority over you to collect amounts due to them.

In addition to being contractually subordinated in right of payment to all our existing and future senior debt, the notes and the guarantees will not be secured by any of our assets or any of the assets of the guarantors. Our obligations under the senior secured credit facilities are secured by, among other things, a first priority pledge of all of TransDigm Inc.'s and its subsidiaries' capital stock (subject to customary exceptions), substantially all of our assets and substantially all of the assets of the guarantors. In addition, our obligations under our A/R Facility are secured by the assets underlying such facility. If we become insolvent or are liquidated, or if payment under the senior secured credit facilities or A/R Facility or in respect of any other secured indebtedness is accelerated, the lenders under the senior secured credit facilities or A/R Facility or the holders of other secured indebtedness will be entitled to exercise the remedies available to a secured lender under applicable law (in addition to any remedies that may be available under the documents pertaining to the senior secured credit facilities or A/R Facility or other secured debt). Upon the occurrence of any default under the senior secured credit facilities (and even without accelerating the indebtedness under the senior secured credit facilities), the lenders may be able to prohibit the payment of the notes and guarantees either by limiting our ability to access our cash flow or under the subordination provisions contained in the indenture governing the notes. Moreover, the special purpose entity, or SPE, established in connection with our A/R Facility that holds the trade receivables underlying such facility is a separate legal entity, is not a guarantor, and has its own separate creditors who, upon the termination of our A/R Facility, will have the right to receive the assets of the SPE and such assets will not be available to satisfy obligations under the notes or the guarantees. See "Description of the Exchange Notes—Ranking—Subordination; Payment of Notes" and "Description of Other Indebtedness—A/R Facility."

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Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and if that occurs, you may not receive any payments on the notes.

Our issuance of the notes and the issuance of the guarantees by the guarantors may be subject to review under federal and state fraudulent transfer and conveyance statutes if a bankruptcy, liquidation or reorganization case or a lawsuit, including circumstances in which bankruptcy is not involved, were commenced at some future date by, or on behalf of, our unpaid creditors or unpaid creditors of the guarantors. While the relevant laws may vary from state to state, under such laws, the issuance of the notes and the guarantees and the application of the proceeds therefrom will be a fraudulent conveyance if (1) we issued the notes and the guarantees with the intent of hindering, delaying or defrauding creditors or (2) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing either the notes or a guarantee, and, in the case of clause (2) only, one of the following is true:

- we or any of the guarantors were or was insolvent, or rendered insolvent, by reason of such transactions;
- we or any of the guarantors were or was engaged in a business or transaction for which our or the applicable guarantor's assets constituted unreasonably small capital; or
- we or any of the guarantors intended to, or believed that we or it would, be unable to pay debts as they matured.
- If a court were to find that the issuance of the notes or a guarantee was a fraudulent conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness of ours or of the applicable guarantor, or require the holders of the notes to repay any amounts received with respect to the notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any payment on the notes.

The measures of insolvency for purposes of fraudulent transfer laws vary depending upon the governing law. Generally, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts was greater than the fair value of all its assets;
- the present fair saleable value of its assets is less than the amount required to pay the probable liability on its existing debts and liabilities as they become due; or
- it cannot pay its debts as they become due.

A court would likely find that a guarantor that is a subsidiary of TransDigm Inc. did not receive reasonably equivalent value or fair consideration for its guarantee if such guarantor did not substantially benefit directly or indirectly from the issuance of the notes. Each such guarantee contains a provision intended to limit such guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under such guarantee to be a fraudulent transfer. This provision may not be effective to protect such guarantees from being voided under fraudulent transfer laws.

Because each guarantor's liability under its guarantee may be reduced to zero, avoided or released under certain circumstances, you may not receive any payments from some or all of the guarantors.

You will have the benefit of the guarantees of the guarantors. The guarantees of the guarantors, however, are limited to the maximum amount that the guarantors are permitted to guarantee under applicable law. As a result, a guarantor's liability under its guarantee could be reduced to zero, depending upon the amount of other obligations of such guarantor. Furthermore, a court under federal and state fraudulent conveyance and transfer statutes could void the obligations under a guarantee or further subordinate it to all other obligations of the applicable guarantor. See "—Federal and state fraudulent transfer laws permit a court to void the notes and the

guarantees, and if that occurs, you may not receive any payments on the notes.” In addition, you will lose the benefit of a particular guarantee if it is released under certain circumstances described under “Description of the Exchange Notes—Guarantees.”

You cannot be sure that an active trading market will be developed for the exchange notes.

Although the Issuer will use its commercially reasonable best efforts to have the exchange notes listed on the Official List of the Irish Stock Exchange and admitted to trading on the Global Exchange Market, we cannot assure you that the exchange notes will become or will remain listed and an active trading market for the exchange notes may not develop, in which case the market price and liquidity of the exchange notes may be adversely affected.

In addition, you may not be able to sell your exchange notes at a particular time or at a price favorable to you. Future trading prices of the exchange notes will depend on many factors, including:

- our operating performance and financial condition;
- our prospects or the prospects for companies in our industry generally;
- the interest of securities dealers in making a market in the notes;
- our ability to complete the offer to exchange the original notes for exchange notes or to register the original notes for resale;
- change in government regulations;
- the market for similar securities; and
- prevailing interest rates.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused volatility in prices. It is possible that the market for the exchange notes will be subject to disruptions. A disruption may have a negative effect on you as a holder of the exchange notes, regardless of our prospects or performance.

Although the initial purchasers of the original notes have advised us that they intend to make a market in the exchange notes, they are not obligated to do so. The initial purchasers may also discontinue any market making activities at any time, in their sole discretion, which could further negatively impact your ability to sell the exchange notes or the prevailing market price at the time you choose to sell.

We may not be able to fulfill our repurchase obligations in the event of a change of control.

Except in limited circumstances specified in each indenture, upon the occurrence of any change of control, we will be required to make a change of control offer to repurchase the notes, the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes the 2027 notes and the secured notes. Upon the occurrence of a change of control, we would also be required to repay all of the indebtedness outstanding under the senior secured credit facilities. Also, as the senior secured credit facilities will generally prohibit us from purchasing any notes, if we do not repay all borrowings under the senior secured credit facilities first or obtain the consent of the lenders thereunder, we will be prohibited from purchasing the notes upon a change of control.

In addition, if a change of control occurs, there can be no assurance that we will have available funds sufficient to pay the change of control purchase price for any of the notes that might be delivered by holders of the notes seeking to accept the change of control offer, and, accordingly, none of the holders of the notes may receive the change of control purchase price for their notes. Our failure to make the change of control offer or to pay the change of control purchase price when due would result in a default under the indenture governing the notes. See “Description of the Exchange Notes—Events of Default.”

Risks Associated with the Exchange Offer

You may not be able to sell your original notes if you do not exchange them for registered exchange notes in the exchange offer.

If you do not exchange your original notes for exchange notes in the exchange offer, your original notes will continue to be subject to the restrictions on transfer as stated in the legends on the original notes. In general, you may not offer, sell or otherwise transfer the original notes in the United States unless they are:

- registered under the Securities Act;
- offered or sold under an exemption from the Securities Act and applicable state securities laws; or
- offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

Currently, we do not anticipate that we will register the original notes under the Securities Act. Except for limited instances involving the initial purchasers or holders of original notes who are not eligible to participate in the exchange offer or who receive freely transferable exchange notes in the exchange offer, we will not be under any obligation to register the original notes under the Securities Act pursuant to the registration rights agreement or otherwise. Also, if the exchange offer is completed on the terms and within the time period contemplated by this prospectus, no liquidated damages will be payable on your original notes.

Your ability to sell your original notes may be significantly more limited and the price at which you may be able to sell your original notes may be significantly lower if you do not exchange them for registered exchange notes in the exchange offer.

To the extent that original notes are exchanged in the exchange offer, the trading market for the original notes that remain outstanding may be significantly more limited. As a result, the liquidity of the original notes not tendered for exchange in the exchange offer could be adversely affected. The extent of the market for original notes will depend upon a number of factors, including the number of holders of original notes remaining outstanding and the interest of securities firms in maintaining a market in the original notes. An issue of securities with a similar outstanding market value available for trading, which is called the “float,” may command a lower price than would be comparable to an issue of securities with a greater float. As a result, the market price for original notes that are not exchanged in the exchange offer may be affected adversely to the extent that original notes exchanged in the exchange offer reduce the float. The reduced float also may make the trading price of the original notes that are not exchanged more volatile.

Some holders who exchange their original notes may be deemed to be underwriters.

If you exchange your original notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

We will not accept your original notes for exchange if you fail to follow the exchange offer procedures and, as a result, your original notes will continue to be subject to existing transfer restrictions and you may not be able to sell your original notes.

We will issue exchange notes as part of the exchange offer only after a timely receipt of your original notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you want to tender your original notes, please allow sufficient time to ensure timely delivery. If we do not receive your original notes, letter of transmittal and other required documents by the expiration date of the exchange offer, we will not accept your original notes for exchange. We are under no duty to give notification of defects or

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irregularities with respect to the tenders of original notes for exchange. If there are defects or irregularities with respect to your tender of original notes, we will not accept your original notes for exchange. See “The Exchange Offer.”

The market price for the exchange notes may be volatile.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes offered hereby. The market for the exchange notes, if any, may be subject to similar disruptions. Any such disruptions may adversely affect the value of your exchange notes.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents incorporated by reference herein, contains both historical and “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and 27A of the Securities Act. All statements other than statements of historical fact included or incorporated by reference in this prospectus 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, the statements about our plans, objectives, strategies and prospects regarding, among other things, our financial condition, results of operations and 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. These forward-looking statements may be contained throughout this prospectus and the documents incorporated by reference herein. These forward-looking statements are based on current expectations about future events affecting us and are subject to uncertainties and factors relating to, among other things, our operations and business environment, all of which are difficult to predict and many of which are beyond our control. Many factors mentioned in our discussion in this prospectus, including the risks outlined under “Risk Factors,” in this prospectus and in our Annual Report on Form 10-K and the documents otherwise incorporated by reference herein will be important in determining future results. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we do not know whether our expectations will prove correct. They can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties, including those described under “Risk Factors” in this prospectus and in our Annual Report on Form 10-K and the documents incorporated by reference herein. Since our actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking statements, we cannot give any assurance that any of the events anticipated by these forward-looking statements will occur or, if any of them does occur, what impact they will have on our business, results of operations and financial condition. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. We do not undertake any obligation to update these forward-looking statements or the risk factors contained or incorporated herein by reference in this prospectus to reflect new information, future events or otherwise, except as may be required under federal securities laws.

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

USE OF PROCEEDS

We will not receive any proceeds from the issuance of exchange notes in the exchange offer. The exchange notes will evidence the same debt as the original notes tendered in exchange for the exchange notes. Accordingly, the issuance of the exchange notes will not result in any change in our indebtedness.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

On May 8, 2018, we issued the original notes in a transaction exempt from registration under the Securities Act. Accordingly, the original notes may not be reoffered, resold or otherwise transferred in the United States, unless so registered or unless an exemption from the Securities Act registration requirements is available. Pursuant to the registration rights agreement entered into with the initial purchasers of the original notes, we and the guarantors agreed, for the benefit of holders of the original notes, to:

- no later than 255 days (or if the 255th day is not a business day, the first business day thereafter) after the date of original issue of the original notes, file a registration statement with the SEC with respect to a registered offer to exchange the original notes for exchange notes that will be issued under the same indenture, in the same aggregate principal amount as and with terms that are identical in all material respects to the original notes, except that they will not contain terms with respect to transfer restrictions; and
- use our reasonable best efforts to cause the registration statement to be declared effective under the Securities Act within 345 days (or if the 345th day is not a business day, the first business day thereafter) after the date of original issue of the original notes; and
- consummate the exchange offer within 385 days (or if the 385th day is not a business day, the first business day thereafter) after the date of original issue of the original notes.

For each original note tendered to us pursuant to the exchange offer, we will issue to the holder of such original note an exchange note having a principal amount equal to that of the surrendered original note. Interest on each exchange note will accrue from the last interest payment date on which interest was paid on the original note surrendered in exchange therefor, or, if no interest has been paid on such original note, from the date of its original issue.

Under existing SEC interpretations, the exchange notes will be freely transferable by holders other than our affiliates after the exchange offer without further registration under the Securities Act if the holder of the exchange notes represents to us in the exchange offer that it is acquiring the exchange notes in the ordinary course of its business, that it has no arrangement or understanding with any person to participate in the distribution of the exchange notes and that it is not an affiliate of ours, as such terms are interpreted by the SEC; provided, however, that broker-dealers, or Participating Broker-Dealers, receiving exchange notes in the exchange offer will have a prospectus delivery requirement with respect to resales of such exchange notes. The SEC has taken the position that Participating Broker-Dealers may fulfill their prospectus delivery requirements with respect to exchange notes (other than a resale of an unsold allotment from the original sale of the original notes) with the prospectus contained in the exchange offer registration statement.

Under the registration rights agreement, we are required to allow Participating Broker-Dealers and other persons, if any, with similar prospectus delivery requirements to use the prospectus contained in the exchange offer registration statement in connection with the resale of such exchange notes for 180 days following the effective date of such registration statement (or such shorter period during which Participating Broker-Dealers are required by law to deliver such prospectus).

A holder of original notes (other than certain specified holders) who wishes to exchange such original notes for exchange notes in the exchange offer will be required to represent that any exchange notes to be received by it will be acquired in the ordinary course of its business and that at the time of the commencement of the exchange offer it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes and that it is not an “affiliate” of ours, as defined in Rule 405 of the Securities Act, or if it is an affiliate, that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

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Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes 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 notes. See “Plan of Distribution.”

Shelf Registration Statement

With respect to the notes, in the event that:

- (1) because of any change in law or in applicable interpretations of the staff of the SEC, we are not permitted to effect the exchange offer;
- (2) we do not consummate the exchange offer within 385 days (or if the 385th day is not a business day, the first business day thereafter) of the date of original issue of the original notes;
- (3) an initial purchaser notifies us following consummation of the exchange offer that original notes held by it are not eligible to be exchanged for exchange notes in the exchange offer; or
- (4) certain holders are not eligible to participate in the exchange offer, or certain holders participate in the exchange offer but do not receive freely tradeable securities on the date of the exchange,
then, we will, subject to certain exceptions,
 - (x) promptly file a shelf registration statement, or the Shelf Registration Statement, with the SEC covering resales of such original notes or the exchange notes, as the case may be;
 - (y) (A) in the case of clause (1) above, use our reasonable best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act on or prior to the 345th day after the date of original issue of the original notes and (B) in the case of clause (2), (3) or (4) above, use our reasonable best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act on or prior to the 60th day after the date on which the Shelf Registration Statement is required to be filed; and
 - (z) We have agreed to use our reasonable best efforts to keep the Shelf Registration Statement effective for a period of two years from the date of original issue of the original notes or such shorter period that will terminate when all of the securities covered by the Shelf Registration Statement (A) have been sold pursuant thereto or (B) are no longer restricted securities under Rule 144 of the Securities Act.

We will, in the event a Shelf Registration Statement is filed, among other things, provide to each holder for whom such Shelf Registration Statement was filed copies of the prospectus which is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement has become effective and take certain other actions as are required to permit unrestricted resales of the original notes or the exchange notes, as the case may be. A holder selling such original notes or exchange notes pursuant to the Shelf Registration Statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement (including certain indemnification obligations).

Liquidated Damages

With respect to the notes, we will pay additional cash interest on such notes that remain transfer restricted, subject to certain exceptions, upon the occurrence of any of the following events:

- (1) if we fail to file an exchange offer registration statement with the SEC on or prior to January 18, 2019;
- (2) if obligated to file the Shelf Registration Statement as provided above, we fail to file the Shelf Registration Statement with the SEC on or prior to the 60th day, or the Shelf Filing Date, after the date on which the obligation to file a Shelf Registration Statement arises;

(3) if neither the exchange offer registration statement nor, if required in lieu thereof, the Shelf Registration Statement, is declared effective by the SEC on or prior to April 18, 2019;

(4) if the exchange offer is not consummated on or before the 40th day after the exchange offer registration statement is declared effective;

(5) if obligated to file the Shelf Registration Statement as provided above, the Shelf Registration Statement is not declared effective on or prior to the 60th day after the Shelf Filing Date; or

(6) after the exchange offer registration statement or the Shelf Registration Statement, as the case may be, is declared effective, such registration statement thereafter ceases to be effective or usable due to the reasons specified in the registration rights agreement, subject to certain exceptions.

Each such event referred to in the preceding clauses (1) through (6) is referred to herein as a Registration Default. Additional cash interest on the transfer restricted notes will be payable from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured.

The rate of the additional interest will be \$0.05 per week per \$1,000 principal amount of notes 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 notes 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. We will pay such additional interest on regular interest payment dates. Such additional interest will be in addition to any other interest payable from time to time with respect to the original notes and the exchange notes.

We will be entitled to consummate the exchange offer on the expiration date, provided that we have accepted all original notes previously validly tendered in accordance with the terms set forth in this prospectus and the applicable letter of transmittal.

Expiration Date; Extensions; Termination; Amendments

The exchange offer expires on the expiration date. The expiration date is 5:00 p.m., New York City time, on _____, 2019, unless we, in our sole discretion, extend the period during which the exchange offer is open, in which event the expiration date is the latest time and date on which the exchange offer, as so extended by us, expires. We reserve the right to extend the exchange offer with respect to the notes at any time and from time to time prior to the expiration date by giving written notice to The Bank of New York Mellon Trust Company, N.A., as the exchange agent, and by timely public announcement communicated in accordance with applicable law or regulation. During any extension of the exchange offer, all original notes previously tendered pursuant to the exchange offer and not validly withdrawn will remain subject to the exchange offer.

The exchange date will occur promptly after the expiration date. We expressly reserve the right to:

- terminate the exchange offer and, not accept for exchange any original notes for any reason, including if any of the events set forth below under “—Conditions to the Exchange Offer” shall have occurred and shall not have been waived by us; and
- amend the terms of the exchange offer in any manner, whether before or after any tender of the original notes.

If any such termination or amendment occurs, we will notify the exchange agent in writing and either will issue a press release or will give written notice to the holders of the original notes as promptly as practicable. Unless we terminate the exchange offer prior to 5:00 p.m., New York City time, on the expiration date, we will exchange the exchange notes for the original notes on the exchange date.

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If we waive any material condition to the exchange offer, or amend the exchange offer in any material respect, and if at the time that notice of such waiver or amendment is first published, sent or given to holders of original notes in the manner specified above, the exchange offer is scheduled to expire at any time earlier than the expiration of a period ending on the fifth business day from, and including, the date that such notice is first so published, sent or given, then the exchange offer will be extended until the expiration of such five business day period.

This prospectus and the related letter of transmittal and other relevant materials will be delivered by us to record holders of original notes and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the lists of holders for subsequent transmittal to beneficial owners of original notes.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes 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 notes. See “Plan of Distribution.”

Terms of the Exchange Offer

We are offering, upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, to exchange, in minimum denominations of \$200,000 and multiples of \$1,000 in excess thereof, exchange notes for like amounts of original notes. We will accept for exchange any and all original notes that are validly tendered on or before 5:00 p.m., New York City time, on the expiration date. Tenders of the original notes may be withdrawn at any time before 5:00 p.m., New York City time, on the expiration date. The exchange offer is not conditioned upon any minimum principal amount of original notes being tendered for exchange. However, the exchange offer is subject to the terms of the applicable registration rights agreement and the satisfaction of the conditions described under “—Conditions to the Exchange Offer.” Original notes may be tendered only in minimum denominations of \$200,000 and multiples of \$1,000 in excess thereof. Holders of original notes may tender less than the aggregate principal amount represented by their original notes if they appropriately indicate this fact on the letter of transmittal accompanying the tendered original notes or indicate this fact pursuant to the procedures for book-entry transfer described below. Tenders of some but not all of a holder’s original notes will only be accepted if they do not result in a residual holding of less than \$200,000 aggregate principal amount of original notes.

As of the date of this prospectus, \$500 million in aggregate principal amount of the original notes are outstanding. Solely for reasons of administration, we have fixed the close of business on _____, 2019 as the record date for purposes of determining the persons to whom this prospectus and the letter of transmittal will be mailed initially. Only a holder of the original notes, or the holder’s legal representative or attorney-in-fact, whose ownership is reflected in the records of The Bank of New York Mellon Trust Company, N.A., as registrar, or whose original notes are held of record by the depositary, may participate in the exchange offer. There will be no fixed record date for determining the eligible holders of the original notes who are entitled to participate in the exchange offer. We believe that, as of the date of this prospectus, no holder of notes is our “affiliate,” as defined in Rule 405 under the Securities Act.

We will be deemed to have accepted validly tendered original notes when, as and if we give written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders of original notes and for purposes of receiving the exchange notes from us. If any tendered certificated original notes are not accepted for exchange because of an invalid tender or otherwise, certificates for the unaccepted original notes will be returned, without expense, to the tendering holder as promptly as practicable after the expiration date.

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Holders of original notes do not have appraisal or dissenters' rights under applicable law or the indenture as a result of the exchange offer. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations under the Exchange Act, including Rule 14e-1.

Holders who tender their original notes in the exchange offer will not be required to pay brokerage commissions or fees or, except as otherwise provided in the letter of transmittal, transfer taxes with respect to the exchange of original notes under the exchange offer. We will pay all charges and expenses, other than transfer taxes in some circumstances, in connection with the exchange offer. See “—Solicitation of Tender; Expenses” for more information about the costs of the exchange offer.

We do not make any recommendation to holders of original notes as to whether to tender any of their original notes under the exchange offer. In addition, no one has been authorized to make any recommendation. Holders of original notes must make their own decision whether to participate in the exchange offer and, if the holder chooses to participate in the exchange offer, the aggregate principal amount of original notes to tender, after reading carefully this prospectus (including the documents incorporated by reference in this prospectus) and the letter of transmittal and consulting with their advisors, if any, based on their own financial position and requirements.

How to Tender

The tender to us of original notes by you pursuant to one of the procedures set forth below will constitute an agreement between you and us in accordance with the terms and subject to the conditions set forth herein and in the letter of transmittal.

General Procedures. A holder of an original note may tender the same by (i) properly completing and signing the applicable letter of transmittal or a facsimile thereof (all references in this prospectus to the letter of transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates representing the original notes being tendered and any required signature guarantees (or a timely confirmation of a book-entry transfer, which we refer to herein as a Book-Entry Confirmation, pursuant to the procedure described below), to the exchange agent at its address set forth in “—Exchange Agent” on or prior to the expiration date or (ii) complying with the guaranteed delivery procedures described below.

If tendered original notes are registered in the name of the signer of the letter of transmittal and the exchange notes to be issued in exchange therefor are to be issued (and any untendered original notes are to be reissued) in the name of the registered holder, the signature of such signer need not be guaranteed. In any other case, the tendered original notes must be endorsed or accompanied by written instruments of transfer in form satisfactory to us and duly executed by the registered holder and the signature on the endorsement or instrument of transfer must be guaranteed by a firm, which we refer to herein as an Eligible Institution, that is a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Exchange Act. If the exchange notes and/or original notes not exchanged are to be delivered to an address other than that of the registered holder appearing on the note register for the original notes, the signature on the letter of transmittal must be guaranteed by an Eligible Institution.

Any beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender original notes should contact such holder promptly and instruct such holder to tender original notes on such beneficial owner's behalf. If such beneficial owner wishes to tender such original notes himself, such beneficial owner must, prior to completing and executing the letter of transmittal and delivering such original notes, either make appropriate arrangements to register ownership of the original notes in such beneficial owner's name or follow the procedures described in the immediately preceding paragraph. The transfer of record ownership may take considerable time.

Book-Entry Transfer. The exchange agent will make a request to establish an account with respect to the original notes at The Depository Trust Company, which we refer to herein as the Book-Entry Transfer Facility,

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for purposes of the exchange offer within two business days after receipt of this prospectus, and any financial institution that is a participant in the Book-Entry Transfer Facility's systems, including Clearstream and Euroclear, may make book-entry delivery of original notes by causing the Book-Entry Transfer Facility to transfer such original notes into the exchange agent's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for transfer. However, although delivery of original notes may be effected through book-entry transfer at the Book-Entry Transfer Facility, the letter of transmittal, with any required signature guarantees and any other required documents, must, in any case, be transmitted to and received by the exchange agent at the address set forth in "—Exchange Agent" on or prior to the expiration date or the guaranteed delivery procedures described below must be complied with.

The method of delivery of original notes and all other documents is at your election and risk. If sent by mail, we recommend that you use registered mail, return receipt requested, obtain proper insurance, and complete the mailing sufficiently in advance of the expiration date to permit delivery to the exchange agent on or before the expiration date.

Guaranteed Delivery Procedures. If a holder desires to accept the exchange offer and time will not permit a letter of transmittal or original notes to reach the exchange agent before the expiration date, a tender may be effected if the exchange agent has received at its office set forth in "—Exchange Agent" on or prior to the expiration date a letter or facsimile transmission from an Eligible Institution setting forth the name and address of the tendering holder, the names in which the original notes are registered, the principal amount of the original notes and, if possible, the certificate numbers of the original notes to be tendered, and stating that the tender is being made thereby and guaranteeing that within three business days after the date of execution of such letter or facsimile transmission by the Eligible Institution (but in any event no later than three business days following the Expiration Date), the original notes, in proper form for transfer, will be delivered by such Eligible Institution together with a properly completed and duly executed letter of transmittal (and any other required documents). Unless original notes being tendered by the above-described method (or a timely Book-Entry Confirmation) are deposited with the exchange agent within the time period set forth above (accompanied or preceded by a properly completed letter of transmittal and any other required documents), we may, at our option, reject the tender. Copies of a Notice of Guaranteed Delivery that may be used by Eligible Institutions for the purposes described in this paragraph are being delivered with this prospectus and the related letter of transmittal.

A tender will be deemed to have been received as of the date when the tendering holder's properly completed and duly signed letter of transmittal accompanied by the original notes (or a timely Book-Entry Confirmation) is received by the exchange agent. Issuances of exchange notes in exchange for original notes tendered pursuant to a Notice of Guaranteed Delivery or letter or facsimile transmission to similar effect (as provided above) by an Eligible Institution will be made only against deposit of the letter of transmittal (and any other required documents) and the tendered original notes (or a timely Book-Entry Confirmation).

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tender of original notes will be determined by us and our determination will be final and binding. We reserve the absolute right to reject any or all tenders not in proper form or the acceptances for exchange of which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any of the conditions of the exchange offer or any defect or irregularities in tenders of any particular holder whether or not similar defects or irregularities are waived in the case of other holders. None of us, the exchange agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or shall incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the exchange offer (including the letter of transmittal and the instructions thereto) will be final and binding.

Terms and Conditions of the Letter of Transmittal

The letter of transmittal contains, among other things, the following terms and conditions, which are part of the exchange offer.

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The party tendering original notes for exchange, whom we refer to herein as the Transferor, exchanges, assigns and transfers the original notes to us and irrevocably constitutes and appoints the exchange agent as the Transferor's agent and attorney-in-fact to cause the original notes to be assigned, transferred and exchanged. The Transferor represents and warrants that it has full power and authority to tender, exchange, assign and transfer the original notes and that, when the same are accepted for exchange, we will acquire good and unencumbered title to the tendered original notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The Transferor also warrants that it will, upon request, execute and deliver any additional documents deemed by us to be necessary or desirable to complete the exchange, assignment and transfer of tendered original notes. The Transferor further agrees that acceptance of any tendered original notes by us and the issuance of exchange notes in exchange therefor shall constitute performance in full by us of our obligations under the registration rights agreement and that we shall have no further obligations or liabilities thereunder (except in certain limited circumstances). All authority conferred by the Transferor will survive the death or incapacity of the Transferor and every obligation of the Transferor shall be binding upon the heirs, legal representatives, successors, assigns, executors and administrators of such Transferor.

Withdrawal Rights

Original notes tendered pursuant to the exchange offer may be withdrawn at any time prior to the expiration date. For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the exchange agent at its address set forth in "—Exchange Agent." Any such notice of withdrawal must specify the person named in the letter of transmittal as having tendered the original notes to be withdrawn, the certificate numbers of the original notes to be withdrawn, the principal amount of original notes to be withdrawn (which must be an authorized denomination), a statement that such holder is withdrawing his election to have such original notes exchanged, and the name of the registered holder of such original notes, and must be signed by the holder in the same manner as the original signature on the letter of transmittal (including any required signature guarantees) or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of the original notes being withdrawn. The exchange agent will return the properly withdrawn original notes promptly following receipt of notice of withdrawal. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by us, and our determination will be final and binding on all parties.

Acceptance of Original Notes for Exchange; Delivery of Exchange Notes

Upon the terms and subject to the conditions of the exchange offer, the acceptance for exchange of original notes validly tendered and not withdrawn and the issuance of the exchange notes will be made on the exchange date. For the purposes of the exchange offer, we shall be deemed to have accepted for exchange validly tendered original notes when, as and if we have given written notice thereof to the exchange agent.

The exchange agent will act as agent for the tendering holders of original notes for the purposes of receiving exchange notes from us and causing the original notes to be assigned, transferred and exchanged. Upon the terms and subject to the conditions of the exchange offer, delivery of exchange notes to be issued in exchange for accepted original notes will be made by the exchange agent promptly after acceptance of the tendered original notes. Original notes not accepted for exchange by us will be returned without expense to the tendering holders (or in the case of original notes tendered by book-entry transfer into the exchange agent's account at the Book-Entry Transfer Facility pursuant to the procedures described above, such non-exchanged original notes will be credited to an account maintained with such Book-Entry Transfer Facility) promptly following the expiration date or, if we terminate the exchange offer prior to the expiration date, promptly after the exchange offer is so terminated.

Conditions to the Exchange Offer

We are not required to accept or exchange, or to issue exchange notes in exchange for, any outstanding original notes. We may terminate or extend the exchange offer by written notice to the exchange agent and by timely public announcement communicated in accordance with applicable law or regulation, if:

- any federal law, statute, rule, regulation or interpretation of the staff of the SEC has been proposed, adopted or enacted that, in our judgment, might impair our ability to proceed with the exchange offer or otherwise make it inadvisable to proceed with the exchange offer;
- an action or proceeding has been instituted or threatened in any court or by any governmental agency that, in our judgment, might impair our ability to proceed with the exchange offer or otherwise make it inadvisable to proceed with the exchange offer;
- there has occurred a material adverse development in any existing action or proceeding that might impair our ability to proceed with the exchange offer or otherwise make it inadvisable to proceed with the exchange offer;
- any stop order is threatened or in effect with respect to the registration statement of which this prospectus is a part or the qualification of the indenture under the Trust Indenture Act of 1939;
- all governmental approvals that we deem necessary for the consummation of the exchange have not been obtained;
- there is a change in the current interpretation by the staff of the SEC which permits holders who have made the required representations to us to resell, offer for resale, or otherwise transfer exchange notes issued in the exchange offer without registration of the exchange notes and delivery of a prospectus; or
- a material adverse change shall have occurred in our business, condition, operations or prospects.

The foregoing conditions are for our sole benefit and may be asserted by us with respect to all or any portion of the exchange offer regardless of the circumstances (including any action or inaction by us) giving rise to such condition or may be waived by us in whole or in part at any time or from time to time in our sole discretion. The failure by us at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, and each right will be deemed an ongoing right that may be asserted at any time or from time to time. In addition, we have reserved the right, notwithstanding the satisfaction of each of the foregoing conditions, to terminate or amend the exchange offer.

Any determination by us concerning the fulfillment or non-fulfillment of any conditions will be final and binding upon all parties.

Exchange Agent

The Bank of New York Mellon Trust Company, N.A. has been appointed as the exchange agent for the exchange offer. Letters of transmittal must be addressed to the exchange agent at its address set forth below. Delivery to an address other than the one set forth herein, or transmissions of instructions via a facsimile number other than the one set forth herein, will not constitute a valid delivery.

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

By Facsimile:

732-667-9408

Confirm by telephone:

315-414-3362

By Mail, Hand or Courier:

The Bank of New York Mellon Trust Company, N.A., as Exchange Agent
c/o The Bank of New York Mellon Corporation

Corporate Trust Operations—Reorganization Unit
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Eric Herr

Solicitation of Tenders; Expenses

We have not retained any dealer-manager or similar agent in connection with the exchange offer and will not make any payments to brokers, dealers or others for soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse it for reasonable out-of-pocket expenses in connection therewith. We also will pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding tenders for their customers. The expenses to be incurred in connection with the exchange offer, including the fees and expenses of the exchange agent and printing, accounting and legal fees, will be paid by us.

No dealer, salesperson or other individual has been authorized to give any information or to make any representations not contained or incorporated by reference in this prospectus in connection with the exchange offer. If given or made, you must not rely on such information or representations as having been authorized by us. Neither the delivery of this prospectus nor any exchange made hereunder shall, under any circumstances, create any implication that there has been no change in our affairs since the respective dates as of which information is given or incorporated by reference herein.

The exchange offer is not being made to (nor will tenders be accepted from or on behalf of) holders of original notes in any jurisdiction in which the making of the exchange offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. However, at our discretion, we may take such action as we may deem necessary to make the exchange offer in any such jurisdiction and extend the exchange offer to holders of original notes in such jurisdiction. In any jurisdiction the securities laws or blue sky laws of which require the exchange offer to be made by a licensed broker or dealer, the exchange offer is being made on behalf of us by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

Appraisal Rights

You will not have appraisal rights in connection with the exchange offer.

U.S. Federal Income Tax Consequences

We believe that the exchange of original notes for exchange notes will not be a taxable exchange for U.S. federal income tax purposes, and that holders will not recognize any taxable gain or loss or any interest income as a result of such exchange. See “Certain U.S. Federal Income Tax Considerations.”

United Kingdom Tax Consequences

We believe that the exchange of original notes for exchange notes will not be a taxable exchange for United Kingdom tax purposes, and that holders will not recognize any taxable gain or loss or any interest income as a result of such exchange.

Regulatory Approvals

Other than the federal securities laws, there are no federal or state regulatory requirements that we must comply with and there are no approvals that we must obtain in connection with the exchange offer.

Accounting Treatment

The exchange notes will be recorded at the same carrying value as the original notes. Accordingly, we will recognize no gain or loss for accounting purposes in connection with the exchange offer. The expense of the exchange offer will be expensed over the term of the exchange notes.

Other

Participation in the exchange offer is voluntary and you should consider carefully whether to accept. You are urged to consult your financial and tax advisors in making your own decisions on what action to take.

As a result of the making of, and upon acceptance for exchange of all validly tendered original notes pursuant to the terms of, the exchange offer, we will have fulfilled a covenant contained in the terms of the original notes and the registration rights agreement. Holders of the original notes who do not tender their original notes in the exchange offer will continue to hold such original notes and will be entitled to all the rights and limitations applicable thereto under the indenture and the registration rights agreement, except for any terms of such documents which, by their terms, terminate or cease to have further effect as a result of the making of this exchange offer. See “Description of the Exchange Notes.” All untendered original notes will continue to be subject to the restriction on transfer set forth in the indenture. To the extent that original notes are tendered and accepted in the exchange offer, the trading market, if any, for the original notes not tendered and accepted in the exchange offer could be adversely affected. See “Risk Factors—Risks Associated with the Exchange Offer—Your ability to sell your original notes may be significantly more limited and the price at which you may be able to sell your original notes may be significantly lower if you do not exchange them for registered exchange notes in the exchange offer.”

We may in the future seek to acquire untendered original notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plan to acquire any original notes that are not tendered in the exchange offer.

DESCRIPTION OF OTHER INDEBTEDNESS

Senior Secured Credit Facilities

On June 4, 2014, TransDigm Inc. entered into an Amendment and Restatement Agreement pursuant to which it amended and restated its existing credit agreement into a Second Amended and Restated Credit Agreement (as amended or modified, the “Credit Agreement”). The Credit Agreement provides for a term loan facility (the “Term Loan Facility”) and a revolving credit facility (the “Revolving Credit Facility”). The Revolving Credit Facility and the Term Loan Facility are collectively referred to herein as the “Credit Facilities.” On May 20, 2015, TransDigm Inc. entered into (i) a Loan Modification Agreement, which, among other things, modified certain terms (including the pricing and maturity date) of a portion of the tranche C term loans under the Credit Agreement in an aggregate principal amount of \$251,129,304 such that the modified term loans have the same terms as the tranche E term loans under the Credit Agreement, and (ii) an Incremental Revolving Assumption and Refinancing Facility Agreement, which, among other things, increased the revolving commitments under the Credit Agreement in an aggregate principal amount of \$130,000,000 and refinanced a portion of the existing tranche C term loans into tranche E term loans in an aggregate principal amount of \$248,870,696. On June 9, 2016, TransDigm Inc. entered into Amendment No. 1 to the Second Amended and Restated Credit Agreement, which, among other things, (i) provided for additional revolving commitments for borrowings denominated in U.S. Dollars in an aggregate amount of approximately \$58 million, (ii) provided for tranche F term loans in an aggregate principal amount equal to \$500 million, which were fully drawn on June 9, 2016, (iii) provided for delayed draw tranche F term loans in an aggregate principal amount not to exceed \$450 million, which were fully drawn on June 20, 2016, and (iv) refinanced a portion of the existing tranche C term loans into tranche F term loans in an aggregate principal amount of approximately \$790 million. On October 14, 2016, TransDigm Inc. entered into an Incremental Term Loan Assumption Agreement which, among other things, provided for (i) additional tranche F term loans in an aggregate principal amount equal to \$650 million, which were fully drawn on October 14, 2016, and (ii) additional delayed draw tranche F term loans in an aggregate principal amount not to exceed \$500 million, which were fully drawn on October 27, 2016. On March 6, 2017, we entered into Amendment No. 2 to the Second Amended and Restated Credit Agreement, which, among other things, increased the general investment basket to \$400 million and 8% of consolidated total assets. On August 22, 2017, TransDigm Inc. entered into Amendment No. 3 and Incremental Term Loan Assumption Agreement to the Second Amended and Restated Credit Agreement, which, among other things, (i) provided for tranche G term loans in an aggregate principal amount of \$1,819 million, which were fully drawn on August 22, 2017, and (ii) provided for the repayment in full of the tranche C term loans. On November 30, 2017, TransDigm Inc. entered into Amendment No. 4 and Refinancing Facility Agreement to the Second Amended and Restated Credit Agreement, which, among other things, (i) refinanced a portion of the existing tranche E term loans in an aggregate principal amount of \$1,503 million, and (ii) refinanced a portion of the existing tranche F term loans in an aggregate principal amount of \$3,655 million. On February 22, 2018, TransDigm Inc. entered into the Refinancing Facility Agreement to the Second Amended and Restated Credit Agreement, which, among other things, refinanced a portion of the existing tranche G term loans in an aggregate principal amount of \$1,810 million. On May 30, 2018, TransDigm Inc. entered into Amendment No. 5, Incremental Assumption Agreement and Refinancing Facility Agreement to the Second Amended and Restated Credit Agreement, which, among other things, (i) refinanced a portion of the existing tranche E term loans in an aggregate principal amount of \$1,322 million, (ii) provided for additional tranche E term loans in an aggregate principal amount equal to \$933 million, (iii) refinanced a portion of the existing tranche F term loans in an aggregate principal amount of \$3,578 million, (iv) extended the revolving maturity date to December 28, 2022, (v) provided for additional dollar revolving credit commitments of \$38,564,150 and additional multicurrency revolving credit commitments of \$11,435,850, and (vi) permitted up to \$1,500 million of dividends and share repurchases on or prior to December 31, 2018 (provided, that, if any portion of the \$1,500 million is not used for dividends or share repurchases prior to such date, such amount (not to exceed \$500 million) may be used to repurchase stock at any time thereafter). On March 14, 2019, TransDigm Inc. entered into Amendment No. 6 and Incremental Revolving Credit Assumption Agreement, which among other things, provided for additional dollar revolving credit commitments of \$107,883,290.81 and additional multicurrency revolving credit commitments of \$52,116,709.18.

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The Term Loan Facility consists of three tranches: (i) tranche E term loans of approximately \$2,244 million in the aggregate outstanding; (ii) tranche F term loans of approximately \$3,560 million in the aggregate outstanding; and (iii) tranche G term loans of approximately \$1,796 million in the aggregate outstanding. The tranche E term loans mature on May 30, 2025, the tranche F term loans mature on June 9, 2023 and the tranche G term loans mature on August 22, 2024. The Term Loan Facility requires quarterly principal payments of 0.25% of its original principal amount which began on March 28, 2013 (or in the case of any term loan issued after such date, the last day of the first full fiscal quarter after such term loan was issued). The Revolving Credit Facility consists of two tranches: (i) extended revolving commitments for borrowings denominated in U.S. Dollars in an amount equal to approximately \$501 million in the aggregate; and (ii) extended multicurrency revolving commitments in an amount equal to approximately \$99 million in the aggregate. The extended commitments under the Revolving Credit Facility mature on February 28, 2022. As of December 29, 2018, we had \$16.1 million letters of credit outstanding and \$583.9 million of borrowings available under the Revolving Credit Facility.

The interest rates per annum applicable to the loans under the Credit Facilities are, at TransDigm Inc.'s option, equal to either an alternate base rate or an adjusted LIBO rate for one, two, three or six-month interest periods (or to the extent agreed to by each relevant lender, a twelve-month interest period or an interest period of less than one month) chosen by us, in each case plus an applicable margin percentage. The adjusted LIBO rate for the term loans is not subject to a floor and the adjusted LIBO rate for the revolving loans is subject to a floor of 0.75%.

Under the terms of the Credit Facilities, TransDigm Inc. is entitled on one or more occasions to request additional revolving commitments, additional term loans or a combination thereof, subject to the satisfaction of certain conditions, including, among others, that the Consolidated Net Leverage Ratio (as defined in the Credit Agreement) would be no greater than 7.25 to 1.00 and the Consolidated Secured Net Debt Ratio (as defined in the Credit Agreement) would be no greater than 5.00 to 1.00, after giving effect to such additional revolving commitments or additional term loans.

All of the indebtedness outstanding under the Credit Facilities is guaranteed by TD Group and certain of its U.S. subsidiaries and by the Issuer. In addition, TransDigm Inc.'s obligations under the Credit Facilities are secured by a first priority security interest in substantially all of its, TD Group's and certain of TD Group's U.S. subsidiaries' existing and future property and assets, including inventory, equipment, general intangibles, intellectual property, investment property and other personal property (but excluding leasehold interests and certain other assets), and a first priority pledge of its capital stock and the capital stock of its subsidiaries (other than non-U.S. subsidiaries and certain U.S. subsidiaries, of which 65% of the voting capital stock will be pledged).

The Credit Agreement requires mandatory prepayments of principal of the term loans based on certain percentages of Excess Cash Flow (as defined in the Credit Agreement), 90 days after the end of each fiscal year, commencing with the fiscal year ending September 30, 2014, subject to certain exceptions. In addition, subject to certain exceptions (including, with respect to asset sales, reinvestment in productive assets), TransDigm Inc. is required to prepay the term loans outstanding under the Credit Facilities at 100% of the principal amount thereof, plus accrued and unpaid interest, with the net cash proceeds of certain asset sales and issuance or incurrence of certain indebtedness.

The Credit Facilities contain certain covenants that limit TransDigm Inc.'s and its subsidiaries' ability to, among other things: (i) incur or guarantee additional indebtedness or issue preferred stock; (ii) pay distributions on, redeem or repurchase capital stock, or redeem or repurchase subordinated debt; (iii) make investments; (iv) sell assets; (v) enter into agreements that restrict distributions or other payments from restricted subsidiaries to us; (vi) incur or suffer to exist liens securing indebtedness; (vii) consolidate, merge or transfer all or substantially all of our assets; and (viii) engage in transactions with affiliates.

A/R Facility

On October 21, 2013, TransDigm Inc. and certain of its U.S. subsidiaries entered into a trade receivables purchase facility (as amended or modified, the “A/R Facility”). The A/R Facility provides TransDigm Inc. and its subsidiaries with additional liquidity and funding for their ongoing business needs. Under the terms of the A/R Facility, TransDigm Inc. and certain of its U.S. subsidiaries (the “Originators”) sell, on an ongoing basis, through one or more transfer agreements, certain trade receivables to TransDigm Receivables LLC (the “SPE”). As of December 29, 2018, we had approximately \$50 million of unused capacity under the \$350.0 million A/R Facility.

The SPE is a wholly owned special purpose subsidiary of TransDigm Inc. that finances its acquisitions of trade receivables by selling undivided interests, and granting security interests, in the trade receivables to certain financial institutions party to the A/R Facility (the “Purchasers”). The SPE’s sole business consists of the purchase of the trade receivables from the Originators, the subsequent retransfer of interests in such trade receivables to the Purchasers, the making of equity distributions to TransDigm Inc. and the payment of its obligations to the Purchasers under the A/R Facility. The SPE is a separate legal entity with its own separate creditors (i.e., the Purchasers) who will be entitled, upon termination of the A/R Facility, to be satisfied out of the SPE’s assets prior to any assets or value in the SPE becoming available to TransDigm Inc. or any other affiliate thereof and the assets of the SPE are not available to pay creditors of TransDigm Inc. or any other affiliate thereof.

6.000% Senior Subordinated Notes Due 2022

On June 4, 2014, TransDigm Inc. issued \$1,150.0 million aggregate principal amount of the 2022 notes.

The 2022 notes are guaranteed on a senior subordinated unsecured basis by TD Group, its U.S. subsidiaries named in the 2022 notes indenture and the Issuer, which we refer to, collectively, as the 2022 notes guarantors. The 2022 notes and their guarantees are subordinated in right of payment to all of TransDigm Inc.’s and the 2022 notes guarantors’ existing and future senior indebtedness, including the indebtedness represented by the secured notes, rank equally in right of payment with any of TransDigm Inc.’s and the 2022 notes guarantors’ existing and future senior subordinated indebtedness, including the indebtedness represented by the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes and the notes, and rank senior in right of payment to any of TransDigm Inc.’s and the 2022 notes guarantors’ future indebtedness that is, by its terms, expressly subordinated in right of payment to the 2022 notes. The 2022 notes are structurally subordinated to all of the liabilities of TransDigm Inc.’s non-guarantor subsidiaries.

6.500% Senior Subordinated Notes Due 2024

On June 4, 2014, TransDigm Inc. issued \$1,200.0 million aggregate principal amount of the 2024 notes.

The 2024 notes are guaranteed on a senior subordinated unsecured basis by TD Group, its U.S. subsidiaries named in the 2024 notes indenture and the Issuer, which we refer to, collectively, as the 2024 notes guarantors. The 2024 notes and their guarantees are subordinated in right of payment to all of TransDigm Inc.’s and the 2024 notes guarantors’ existing and future senior indebtedness, including the indebtedness represented by the secured notes, rank equally in right of payment with any of TransDigm Inc.’s and the 2024 notes guarantors’ existing and future senior subordinated indebtedness, including the indebtedness represented by the 2022 notes, the 2025 notes, the 2026 notes, the 2027 notes and the notes, and rank senior in right of payment to any of TransDigm Inc.’s and the 2024 notes guarantors’ future indebtedness that is, by its terms, expressly subordinated in right of payment to the 2024 notes. The 2024 notes are structurally subordinated to all of the liabilities of TransDigm Inc.’s non-guarantor subsidiaries.

6.500% Senior Subordinated Notes Due 2025

On May 14, 2015, TransDigm Inc. issued \$450.0 million aggregate principal amount of the 2025 notes, and on March 1, 2017, TransDigm Inc. issued an additional \$300.0 million aggregate principal amount of the 2025 notes.

The 2025 notes are guaranteed on a senior subordinated unsecured basis by TD Group, its U.S. subsidiaries named in the 2025 notes indenture and the Issuer, which we refer to, collectively, as the 2025 notes guarantors. The 2025 notes and their guarantees are subordinated in right of payment to all of TransDigm Inc.'s and the 2025 notes guarantors' existing and future senior indebtedness, including the indebtedness represented by the secured notes, rank equally in right of payment with any of TransDigm Inc.'s and the 2025 notes guarantors' existing and future senior subordinated indebtedness, including the indebtedness represented by the 2022 notes, the 2024 notes, the 2026 notes, the 2027 notes and the notes, and rank senior in right of payment to any of TransDigm Inc.'s and the 2025 notes guarantors' future indebtedness that is, by its terms, expressly subordinated in right of payment to the 2025 notes. The 2025 notes are structurally subordinated to all of the liabilities of TransDigm Inc.'s non-guarantor subsidiaries.

6.375% Senior Subordinated Notes Due 2026

On June 9, 2016, TransDigm Inc. issued \$950.0 million aggregate principal amount of the 2026 notes.

The 2026 notes are guaranteed on a senior subordinated unsecured basis by TD Group, its U.S. subsidiaries named in the 2026 notes indenture and the Issuer, which we refer to, collectively, as the 2026 notes guarantors. The 2026 notes and their guarantees are subordinated in right of payment to all of TransDigm Inc.'s and the 2026 notes guarantors' existing and future senior indebtedness, including the indebtedness represented by the secured notes, rank equally in right of payment with any of TransDigm Inc.'s and the 2026 notes guarantors' existing and future senior subordinated indebtedness, including the indebtedness represented by the 2022 notes, the 2024 notes, the 2025 notes, the 2027 notes and the notes, and rank senior in right of payment to any of TransDigm Inc.'s and the 2026 notes guarantors' future indebtedness that is, by its terms, expressly subordinated in right of payment to the 2026 notes. The 2026 notes are structurally subordinated to all of the liabilities of TransDigm Inc.'s non-guarantor subsidiaries.

7.50% Senior Subordinated Notes due 2027

On February 13, 2019, TransDigm Inc. issued \$550.0 aggregate principal amount of the 2027 notes.

The 2027 notes are guaranteed on a senior subordinated unsecured basis by TD Group, its U.S. subsidiaries named in the 2027 notes indenture and the Issuer, which we refer to, collectively, as the 2027 notes guarantors. The 2027 notes and their guarantees are subordinated in right of payment to all of TransDigm Inc.'s and the 2027 notes guarantors' existing and future senior indebtedness, including the indebtedness represented by the secured notes, rank equally in right of payment with any of TransDigm Inc.'s and the 2027 notes guarantors' existing and future senior subordinated indebtedness, including the indebtedness represented by the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes and the notes, and rank senior in right of payment to any of TransDigm Inc.'s and the 2027 notes guarantors' future indebtedness that is, by its terms, expressly subordinated in right of payment to the 2027 notes. The 2027 notes are structurally subordinated to all of the liabilities of TransDigm Inc.'s non-guarantor subsidiaries.

6.25% Senior Secured Notes Due 2026

On February 13, 2019, TransDigm Inc. issued \$4,000.0 million aggregate principal amount of the secured notes.

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The secured notes are guaranteed on a senior secured basis by TD Group, its U.S. subsidiaries named in the secured notes indenture and the Issuer, which we refer to, collectively, as the secured notes guarantors. The secured notes and their guarantees rank pari passu in right of payment with all of TransDigm Inc.'s and the secured notes guarantors' existing and future senior secured indebtedness, including indebtedness under the Credit Facilities, and rank senior in right of payment to any of TransDigm Inc.'s and the secured notes guarantors' existing and future senior subordinated indebtedness, including the indebtedness represented by the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes and the notes.

Certain Restrictive Covenants in Our Debt Documents

The Credit Agreement, the 2022 notes indenture, the 2024 notes indenture, the 2025 notes indenture, the 2026 notes indenture, the 2027 notes indenture, the secured notes indenture and the indenture governing the notes contain restrictive covenants that, among other things, limit TransDigm Inc.'s and its restricted subsidiaries' ability to incur or guarantee additional indebtedness or issue preferred stock, pay distributions on, redeem or repurchase capital stock, redeem or repurchase subordinated debt, engage in transactions with affiliates, sell assets, make investments, consolidate, merge or transfer all or substantially all of our assets, incur or suffer to exist liens securing indebtedness, enter into agreements that restrict distributions or other payments from restricted subsidiaries to TransDigm Inc., create unrestricted subsidiaries or engage in certain business activities. A breach of any of these covenants could result in a default under the 2022 notes indenture, the 2024 notes indenture, the 2025 notes indenture, the 2026 notes indenture, the 2027 notes indenture, the secured notes indenture, the indenture governing the notes or the Credit Facilities. In addition, the Revolving Credit Facility requires TransDigm Inc. to comply with a maximum consolidated net leverage ratio to the extent a certain threshold of the Revolving Credit Facility is outstanding and a failure to comply therewith would result in a default under the Revolving Credit Facility. If any such default occurs, the lenders under the Credit Facilities and the holders of the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes, the secured notes and the notes may elect to declare all outstanding borrowings, together with accrued interest and other amounts payable thereunder, to be immediately due and payable; provided, however, there are certain limitations on the rights of the lenders under the Term Loan Facility with respect to a default under the required leverage ratio. After an event of default occurs, the lenders under the Credit Facilities have the right to terminate any commitments they have to provide further borrowings. In addition, following an event of default under the Credit Facilities or the secured notes, the lenders thereunder or holders thereof, as applicable, will have the right to proceed against the collateral securing the debt, which includes available cash, and they will also have the right to prevent TransDigm Inc. and its restricted subsidiaries from making debt service payments on the 2022 notes, the 2024 notes, the 2025 notes, the 2026 notes, the 2027 notes and the notes.

DESCRIPTION OF THE EXCHANGE NOTES

You can find definitions of certain capitalized terms used in the following summary under “Certain Definitions.” For purposes of this section, references to the word “Company” mean only TransDigm Inc. but not any of its Subsidiaries and reference to the word “Issuer” mean only TransDigm UK Holdings plc but not any of its Subsidiaries.

The Issuer will issue the 6.875% senior subordinated notes due 2026 offered by this prospectus (solely for purposes of this section entitled “Description of the Exchange Notes,” the “Exchange Notes”) under the Indenture, dated as of May 8, 2018 (the “Indenture”), among itself, Holdings, the Company and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”). The Issuer is issuing the Exchange Notes in exchange for the 6.875% senior subordinated notes due 2026 that were issued under the Indenture by the Issuer on May 8, 2018 (solely for purposes of this section entitled “Description of the Exchange Notes,” the “Original Notes”). Solely for purposes of this section entitled “Description of the Exchange Notes,” we refer to the Exchange Notes and the Original Notes, collectively, as the “Notes.” The Exchange Notes offered hereby and any Original Notes not tendered pursuant to the terms hereof will be treated as a single class under the Indenture, including for purposes of determining whether the required percentage of Holders have given approval or consent to an amendment or waiver or joined in directing the Trustee to take certain actions on behalf of all Holders.

The following is a summary of the material provisions of the Indenture. It does not include all of the provisions of the Indenture. We urge you to read the Indenture because it defines your rights. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (the “TIA”), as in effect on the date of the Indenture. A copy of the Indenture may be obtained from the Company.

Brief Description of the Notes

The Notes:

- are unsecured senior subordinated obligations of the Issuer;
- are subordinated in right of payment to all existing and future Senior Debt of the Issuer;
- rank *pari passu* with all existing Senior Subordinated Indebtedness of the Issuer;
- are guaranteed by Holdings, the Company and each Domestic Restricted Subsidiary and, therefore, effectively rank *pari passu* with all existing Senior Subordinated Indebtedness of Holdings, the Company and each Domestic Restricted Subsidiary, including the 2022 Notes, the 2024 Notes, the 2025 Notes and the 2026 Notes or guarantees in respect thereof, as the case may be; and
- are subject to registration with the SEC pursuant to the Registration Rights Agreement.

The Issuer will issue the Exchange Notes in fully registered form in denominations of \$200,000 and integral multiples of \$1,000. The Trustee will initially act as paying agent and registrar. The Notes may be presented for registration of transfer and exchange at the offices of the registrar. The Issuer may change any paying agent and registrar without notice to holders of the Notes (the “Holders”). The Issuer may pay principal (and premium, if any) on the Notes at the Trustee’s corporate office in New York, New York or by wire transfer to the registered holder (i.e., DTC for a Global Note), or by mailing a check to the Holder’s registered address. Any Original Notes that remain outstanding following the completion of the Registered Exchange Offer, together with the Exchange Notes issued in connection with the Registered Exchange Offer, and any Additional Notes actually issued will be treated as a single class of securities under the Indenture.

Principal, Maturity and Interest

The Issuer issued the Original Notes on May 8, 2018 in the aggregate principal amount of \$500.0 million and, pursuant to this prospectus, the Issuer is offering to exchange all of the Original Notes for the Exchange Notes. The Notes will mature on May 15, 2026. Subject to the Company's compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant, the Issuer is entitled to issue more Notes under the Indenture (solely for purposes of this section entitled "Description of the Exchange Notes," the "Additional Notes"), but if the Additional Notes are not fungible with the Notes for U.S. federal income tax purposes, the Additional Notes will have a separate CUSIP number. The Exchange Notes, any Original Notes that are not exchanged for the Exchange Notes and all Additional Notes, if any, will be treated as a single class under the Indenture, including waivers, amendments, redemptions and offers to purchase. Unless the context otherwise requires, for all purposes of the Indenture and this "Description of the Exchange Notes," references to the Notes include the Original Notes not exchanged for Exchange Notes, the Exchange Notes and any Additional Notes actually issued.

Interest on the Notes will accrue at the rate of 6.875% per annum. Interest on the Notes will be payable semi-annually in cash in arrears on each May 15 and November 15, commencing on November 15, 2018 and accruing from May 8, 2018. The Issuer will make interest payments to the persons who are registered holders at the close of business on the May 1 or November 1 immediately preceding the applicable interest payment date. Interest on the Notes will accrue from the most recent date on which interest on the Notes was paid. Additional interest may accrue on the Notes in certain circumstances pursuant to the Registration Rights Agreement.

In certain circumstances, the Issuer may be required to pay additional amounts in cash on the Notes as described below under the caption entitled "—Additional Amounts".

Optional Redemption

Except as set forth below, the Issuer shall not be entitled to redeem the Notes at its option prior to May 15, 2021.

On and after issuance, the Issuer shall be entitled at its option to redeem the Notes (which includes the Additional Notes, if any) at its option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing on May 15 of the year set forth below.

Year	Percentage
2021	105.156%
2022	103.438%
2023 and thereafter	101.719%
2024 and thereafter	100.000%

In addition, the Issuer must pay all accrued and unpaid interest on the Notes redeemed (subject to the right of holders of record on the relevant record date to receive interest due on the related interest payment date) and Additional Amounts (as defined below), if any.

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Prior to May 15, 2021, the Issuer shall be entitled at its option on one or more occasions to redeem Notes (which includes Additional Notes, if any) in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued at a redemption price (calculated by the Issuer and expressed as a percentage of principal amount) of 106.875%, plus accrued and unpaid interest and Additional Amounts, if any, to the redemption date, with an amount not to exceed the net cash proceeds from one or more Equity Offerings (*provided* that if the Equity Offering is an offering by Holdings, a portion of the Net Cash Proceeds thereof equal to the amount required to redeem any such Notes by the Issuer is contributed to the equity capital of the Company); *provided, however*, that

- (1) at least 65% of such aggregate principal amount of Notes (which includes Additional Notes, if any) remains outstanding immediately after the occurrence of each such redemption (other than Notes held, directly or indirectly by the Issuer or its Affiliates); and
- (2) each such redemption occurs within 90 days after the date of the related Equity Offering.

Notice of any redemption upon any Equity Offering may be given prior to the completion thereof, and any such redemption or notice, may, at the Issuer's discretion, be subject to the completion of the related Equity Offering.

Prior to May 15, 2021, the Issuer shall be entitled at its option to redeem all or a portion of the Notes at a redemption price (calculated by the Issuer) equal to 100% of the principal amount of the Notes plus the Applicable Premium as of, and accrued and unpaid interest and Additional Amounts, if any, to, the redemption date (subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date). Notice of such redemption shall be sent to DTC, in the case of Global Notes, or mailed by first-class mail to each Holder's registered address in the case of certificated notes (and, to the extent permitted by applicable procedures and regulations, electronically), not less than 30 nor more than 60 days prior to the redemption date.

"Adjusted Treasury Rate" means, with respect to any redemption date, as provided by the Issuer, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H. 15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Initial Redemption Date, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, in each case calculated on the third business day immediately preceding the date that the applicable redemption notice is first sent or mailed, in each case, plus 0.50%.

"Applicable Premium" means with respect to a Note at any redemption date, as provided by the Issuer, the greater of (1) 1.00% of the principal amount of such Note and (2) the excess of (A) the present value at such redemption date of (i) the redemption price of such Note on the Initial Redemption Date (such redemption price exclusive of any accrued and unpaid interest) plus (ii) all required remaining scheduled interest payments due on such Note through the Initial Redemption Date (but excluding accrued and unpaid interest, if any, to the redemption date), computed using a discount rate equal to the Adjusted Treasury Rate, over (B) the principal amount of such Note on such redemption date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes from the redemption date to the Initial

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Redemption Date, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity most nearly equal to the Initial Redemption Date.

“*Comparable Treasury Price*” means, with respect to any redemption date, if clause (2) of the Adjusted Treasury Rate definition is applicable, the average of three, or such lesser number as is obtained by the Issuer, Reference Treasury Dealer Quotations for such redemption date.

“*Initial Redemption Date*” means May 15, 2021.

“*Quotation Agent*” means the Reference Treasury Dealer selected by the Issuer.

“*Reference Treasury Dealer*” means Citigroup Global Markets Inc. and its successors and assigns, Credit Suisse Securities (USA) LLC and its successors and assigns, Morgan Stanley & Co. LLC and its successors and assigns and RBC Capital Markets, LLC and its successors and assigns.

“*Reference Treasury Dealer Quotations*” means with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Issuer by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day immediately preceding the date that the applicable redemption notice is first sent or mailed.

Selection and Notice of Optional Redemption

In the event that the Issuer chooses to redeem less than all of the Notes, selection of the Notes for redemption will be made by DTC, by lot or otherwise in accordance with the procedures of the depository. No Notes of a principal amount of \$200,000 or less shall be redeemed in part.

Optional Redemption for Tax Reasons

The Issuer may, at its option, redeem all (but not less than all) of the Notes then outstanding at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption (a “Tax Redemption Date”) and all Additional Amounts, if any, then due or which will become due on the Tax Redemption Date as a result of the redemption or otherwise, if the Company, Holdings, the Issuer or a Guarantor has become, or would become, after taking reasonable measures, if any, available to it to avoid it, obliged to pay, on the next date on which any amount would be payable with respect to the Notes, any Additional Amounts as a result of any change in laws or treaties of a Relevant Taxing Jurisdiction (as defined below) (including any regulations promulgated thereunder) or in any interpretation, administration or application regarding such laws, treaties or regulations (including a judicial decision rendered by a court of competent jurisdiction in a Relevant Taxing Jurisdiction (as defined below)), if such change is announced and becomes effective on or after the Issue Date. The Issuer shall provide notice of any such redemption at least ten days in advance of such redemption; provided that such notice shall not be given earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment with respect to the Notes was due on such date.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

The Issuer is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Issuer may be required to offer to purchase Notes as described under the caption “—Change of Control” and the “Limitation on Asset Sales” covenant. The Issuer shall be entitled at its option at any time and from time to time to purchase Notes in the open market or otherwise.

Additional Amounts

All payments made by the Company, Holdings, the Issuer and the Guarantors under or with respect to the Notes and the Guarantees will be made free and clear of, and without withholding or deduction for or on account

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of, any present or future tax, duty, levy, impost, assessment, or other governmental charge of whatever nature (including penalties, interest and other liabilities related thereto) (collectively, "Taxes") imposed or levied by or on behalf of any government or political subdivision or territory or possession of any government or authority or agency or authority therein or thereof having the power to tax (each, a "Taxing Authority") in any jurisdiction in which the Company, Holdings, the Issuer or any Guarantor (including their permitted successors and assigns) is then incorporated, engaged in business or resident for tax purposes or any jurisdiction by or through which payment is made (each, a "Relevant Taxing Jurisdiction") unless the Company, Holdings, the Issuer or the Guarantor is required to withhold or deduct Taxes by law or by the relevant Taxing Authority's interpretation or administration thereof.

If the Company, Holdings, the Issuer or a Guarantor is required to withhold or deduct any amount for or on account of Taxes from any payment made under or with respect to the Notes or the Guarantees (as the case may be), the Company, Holdings, the Issuer or the Guarantors (as the case may be) will pay such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by each Holder (including Additional Amounts) after such withholding or deduction will be equal to the amount the Holder would have received if such Taxes had not been withheld or deducted; provided that no Additional Amounts will be payable with respect to a payment made to a Holder to the extent:

(1) any such Taxes would not have been imposed but for the existence of any present or former connection between such holder or the beneficial owner of the Notes and the Relevant Taxing Jurisdiction imposing such Taxes otherwise than merely by the acquisition, ownership or disposition of such Note or receiving any payment in respect thereof or the exercise or enforcement of any rights under the Notes or the Guarantees; or

(2) such holder or the beneficial owner of the Notes would not have been liable for or subject to such withholding or deduction on account of such Taxes but for the failure to make a valid declaration of non-residence or similar claim for exemption or to provide information concerning nationality, residence or connection with the Relevant Taxing Jurisdiction if:

(A) the making of such declaration or claim or provision of such information is required or imposed by statute, treaty, regulation, ruling or administrative practice of a Taxing Authority of the Relevant Taxing Jurisdiction as a pre-condition to an exemption from, or reduction in, such Taxes; and

(B) at least 30 days prior to the first payment date with respect to which the Company, Holdings, the Issuer or the Guarantors shall apply this clause (2), the Company, Holdings, the Issuer or the Guarantors shall have notified that Holder in writing that they shall be required to provide such declaration, claim or information; or

(3) such Holder would have been able to avoid such Taxes by presenting the relevant Note to another Paying Agent in a member state of the European Union (as constituted on the Issue Date) or in the United States; or

(4) any such Taxes would not have been imposed but for the presentation by the holder of such Note (where presentation is required) for payment on a date more than 30 days after the date on which such payment became due or payable or was duly provided for, whichever is later; or

(5) any such Taxes withheld, deducted, or imposed on a payment on or with respect to the Notes to a holder that is a fiduciary, a partnership or a person other than the sole beneficial owner of any such payment, if such Taxes would not have been imposed had the beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of the payment been the holder of the Note; or

(6) any such Taxes required to be withheld or deducted under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, or any amended or successor versions of such Sections ("FATCA"), any regulations or other guidance thereunder, or any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation or other official

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guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA; or

(7) of any combination of the immediately preceding clauses (1) to (6) (inclusive).

In addition, Additional Amounts will not be payable with respect to any estate, inheritance, gift, sales, transfer, personal property or any similar tax, assessment or other governmental charge with respect to such Notes or with respect to any Tax which is payable otherwise than by deduction or withholding from payments of principal of, premium or discount, if any, or interest on, the Notes.

The Company, Holdings, the Issuer or the Guarantors (as the case may be) will also:

- (1) make any required withholding or deduction; and
- (2) remit the full amount deducted or withheld to the relevant Taxing Authority in accordance with applicable law.

The Company, Holdings, the Issuer or the Guarantors (as the case may be) will make reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Taxing Authority imposing such Taxes. The Company, Holdings, the Issuer or the Guarantors (as the case may be) will use reasonable efforts to furnish to the Holders (with a copy to the Trustee), within 30 days after the date the payment of any Taxes so deducted or withheld is due pursuant to applicable law, either certified copies of tax receipts evidencing such payment by the Company, Holdings, the Issuer or the Guarantors (as the case may be) or, if such receipts are not obtainable, other evidence of such payments by the Company, Holdings, the Issuer or the Guarantors (as the case may be).

At least 30 days prior to each date on which any payment under or with respect to the Notes is due and payable, if the Company, Holdings, the Issuer or the Guarantors (as the case may be) will be obliged to pay Additional Amounts with respect to such payment, the Company, Holdings, the Issuer or the Guarantors (as the case may be) will deliver to the Trustee and the Paying Agent an Officers' Certificate stating the fact that such Additional Amounts will be payable and the amounts so payable and will set forth such other information necessary to enable the Paying Agent on behalf of the Trustee to pay such Additional Amounts to the Holders on the payment date.

Whenever in this "Description of the Exchange Notes" section there is mentioned, in any context, the payment of amounts based upon the principal, premium, interest or any other amount payable under or with respect to any of the Notes, this includes payment of any Additional Amounts that may be applicable.

The Company, Holdings, the Issuer or the Guarantors (as the case may be) will pay any stamp, transfer, court or documentary taxes, or any other excise or property taxes, charges or similar levies which arise from the original execution, delivery or registration of the Notes, the initial resale thereof by the initial purchasers and the enforcement of the Notes or the Guarantees following the occurrence of any Event of Default with respect to the Notes.

The foregoing provisions will survive any termination, defeasance or discharge of the Notes and shall apply *mutatis mutandis* to any jurisdiction in which any successor Person to the Company, Holdings, the Issuer or any Guarantor, as the case may be, is organized, engaged in business, resident for tax purposes, or otherwise subject to taxation on a net income basis or any political sub-divisions or taxing authority or agency thereof or therein.

Ranking

Senior Indebtedness Versus Notes and Guarantees

The payment of the principal of, premium, if any, interest and Additional Amounts, if any, on the Notes and the payment of any Guarantee will be subordinate in right of payment to the prior payment in full of all Senior Debt of the Company, Holdings, the Issuer or the relevant Guarantor, as the case may be, including the obligations of the Company, Holdings, the Issuer and such Guarantor under the Credit Facilities.

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As of December 29, 2018:

(1) the Issuer's Senior Debt was \$7,599.9 million, all of which represented the Issuer's guarantee of the Company's indebtedness under the Credit Facilities and does not reflect \$300.0 million outstanding under the 2013 Accounts Receivable Facility.

(2) Holdings' Senior Debt was \$7,599.9 million, all of which represented Holdings' guarantee of the Company's indebtedness under the Credit Facilities and does not reflect \$300.0 million outstanding under the 2013 Accounts Receivable Facility;

(3) the Company's Senior Debt was \$7,899.9 million, \$7,599.9 million of which consisted of secured indebtedness under the Credit Facilities and \$300.0 million of which consisted of secured indebtedness outstanding under the 2013 Accounts Receivable Facility; and

(4) the Senior Debt of the Guarantors was \$7,599.9 million, all of which consisted of their guarantees of the Company's indebtedness under the Credit Facilities and does not reflect \$300.0 million outstanding under the 2013 Accounts Receivable Facility.

In addition, at December 29, 2018, the Company had additional availability of approximately \$583.9 million for borrowing of Senior Debt under the revolving loan facility under the Credit Facilities and \$50 million of unused capacity under the 2013 Accounts Receivable Facility as of such date. Although the Indenture contains limitations on the amount of additional Indebtedness that the Company, the Issuer and the Guarantors may incur, under certain circumstances the amount of such Indebtedness could be substantial and, in any case, such Indebtedness may be Senior Debt. See “—Certain Covenants—Limitation on Incurrence of Additional Indebtedness.”

Liabilities of Subsidiaries Versus Notes and Guarantees

Claims of creditors of Subsidiaries of the Company that are neither the Issuer nor the Guarantors, including trade creditors holding Indebtedness or guarantees issued by such non-guarantor Subsidiaries, and claims of preferred stockholders of such non-guarantor Subsidiaries, will have priority with respect to the assets and earnings of such non-guarantor Subsidiaries over the claims of creditors of the Company, including Holders, even if such claims do not constitute Senior Debt. Accordingly, the Notes and each Guarantee will be effectively subordinated to creditors (including trade creditors) and preferred stockholders, if any, of such non-guarantor Subsidiaries.

Although the Indenture limits the incurrence of Indebtedness and Preferred Stock by the Company's Restricted Subsidiaries, such limitation is subject to a number of significant qualifications. Moreover, the Indenture does not impose any limitation on the incurrence by such Subsidiaries of liabilities that are not considered Indebtedness or Preferred Stock under the Indenture. See “—Certain Covenants—Limitation on Incurrence of Additional Indebtedness” and “—Certain Covenants—Limitation on Preferred Stock of Restricted Subsidiaries.”

As of the Issue Date (not including the Issuer), 66 non-U.S. Subsidiaries of the Company, 46 of which have immaterial assets and liabilities (excluding intercompany debt), do not guarantee the Notes. As of December 29, 2018, our non-guarantor subsidiaries (not including the Issuer) represented approximately 33% of total assets. In addition, no Securitization Entity guarantees the Notes.

Other Senior Subordinated Indebtedness Versus Notes

Indebtedness of the Company, Holdings, the Issuer or a Guarantor that constitutes Senior Debt will rank senior to the Notes and the relevant Guarantee in accordance with the provisions of the Indenture. The Notes and each Guarantee will in all respects rank *pari passu* with all other senior subordinated Indebtedness of the Company, of Holdings, of the Issuer and of the applicable Guarantor, respectively, including the 2022 Notes, the 2024 Notes, the 2025 Notes and the 2026 Notes.

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The Company, the Issuer and the Guarantors have agreed in the Indenture that they will not incur or suffer to exist any Indebtedness that is senior in right of payment to the Notes or the applicable Guarantee of the Company or Guarantor, as the case may be, and subordinate in right of payment to any other Indebtedness of the Company, the Issuer or such Guarantor, as the case may be. See “—Certain Covenants—Prohibition on Incurrence of Senior Subordinated Debt.” For the avoidance of doubt, unsecured Indebtedness is not subordinated or junior to Secured Debt merely because it is unsecured.

Subordination; Payment of Notes

The Issuer is not permitted to pay principal of, premium or Additional Amounts, if any, or interest on the Notes or make any deposit pursuant to the provisions described under “—Legal Defeasance and Covenant Defeasance” below and may not purchase, redeem or otherwise retire any Notes (collectively, “pay the Notes”) if either of the following occurs (a “Payment Default”):

- (1) any Designated Senior Debt of the Issuer is not paid in full in cash when due; or
- (2) any other default on Designated Senior Debt of the Issuer occurs and the maturity of such Designated Senior Debt is accelerated in accordance with its terms;

unless, in either case, the Payment Default has been cured or waived and any such acceleration has been rescinded or such Designated Senior Debt has been paid in full in cash. Regardless of the foregoing, the Issuer is permitted to pay the Notes if the Issuer and the Trustee receive written notice approving such payment from the Representatives of all Designated Senior Debt with respect to which the Payment Default has occurred and is continuing.

During the continuance of any default (other than a Payment Default) with respect to any Designated Senior Debt pursuant to which the maturity thereof may be accelerated without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Issuer is not permitted to pay the Notes for a period (a “Payment Blockage Period”) commencing upon the receipt by the Trustee (with a copy to the Issuer) of written notice (a “Blockage Notice”) of such default from the Representative of such Designated Senior Debt specifying an election to effect a Payment Blockage Period and ending 179 days thereafter. The Payment Blockage Period will end earlier if such Payment Blockage Period is terminated:

- (1) by written notice to the Trustee and the Issuer from the Person or Persons who gave such Blockage Notice;
- (2) because the default giving rise to such Blockage Notice is cured, waived or otherwise no longer continuing; or
- (3) because such Designated Senior Debt has been discharged or repaid in full in cash.

Notwithstanding the provisions described above, unless the holders of such Designated Senior Debt or the Representative of such Designated Senior Debt have accelerated the maturity of such Designated Senior Debt, the Issuer is permitted to resume paying the Notes after the end of such Payment Blockage Period. The Notes shall not be subject to more than one Payment Blockage Period in any consecutive 360-day period irrespective of the number of defaults with respect to Designated Senior Debt during such period, except that if any Blockage Notice is delivered to the Trustee by or on behalf of holders of Designated Senior Debt (other than holders of the Bank Indebtedness), a Representative of holders of Bank Indebtedness may give another Blockage Notice within such period. However, in no event may the total number of days during which any Payment Blockage Period or Periods is in effect exceed 179 days in the aggregate during any 360-day consecutive period, and there must be 181 days during any 360-day consecutive period during which no Payment Blockage Period is in effect.

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Upon any payment or distribution of the assets of the Issuer upon a total or partial liquidation or dissolution or reorganization of, or similar proceeding relating to, the Issuer or its property:

(1) the holders of Senior Debt of the Issuer will be entitled to receive payment in full in cash of such Senior Debt before the Holders are entitled to receive any payment;

(2) until the Senior Debt of the Issuer is paid in full in cash, any payment or distribution to which Holders would be entitled but for the subordination provisions of the Indenture will be made to holders of such Senior Debt as their interests may appear, except that Holders may receive certain Capital Stock and subordinated debt obligations; and

(3) if a distribution is made to Holders that, due to the subordination provisions, should not have been made to them, such Holders are required to hold it in trust for the holders of Senior Debt of the Issuer and pay it over to them as their interests may appear.

If payment of the Notes is accelerated because of an Event of Default, the Issuer must promptly notify the holders of Designated Senior Debt or the Representative of such Designated Senior Debt of the acceleration. If any Designated Senior Debt is outstanding, none of the Company, Holdings, the Issuer or any Guarantor may pay the Notes until five business days after the Representatives of all the issues of Designated Senior Debt receive notice of such acceleration and, thereafter, may pay the Notes only if the Indenture otherwise permits payment at that time.

The obligations of Holdings, the Company and the Guarantors under their respective Guarantees are senior subordinated obligations. As such, the rights of the Holders to receive payment by Holdings, the Company or by a Guarantor pursuant to its Guarantee will be subordinated in right of payment to the rights of holders of Senior Debt of Holdings, the Company or such Guarantor, as the case may be. The terms of the subordination provisions described above with respect to the Company's obligations under the Notes apply equally to Holdings, the Company and each Guarantor and the obligations of Holdings, the Company and such Guarantor under its Guarantee.

By reason of the subordination provisions contained in the Indenture, in the event of a liquidation or insolvency proceeding, creditors of the Company, Holdings, the Issuer or a Guarantor who are holders of Senior Debt of the Company, Holdings, the Issuer or such Guarantor, as the case may be, may recover more, ratably, than the Holders, and creditors of the Company, Holdings, the Issuer or a Guarantor who are not holders of Senior Debt may recover less, ratably, than holders of Senior Debt and may recover more, ratably, than the Holders.

The terms of the subordination provisions described above will not apply to payments from money or the proceeds of U.S. government obligations held in trust by the Trustee for the payment of principal of, Additional Amounts, if any, and interest on the Notes pursuant to the provisions described under "—Legal Defeasance and Covenant Defeasance," if the foregoing subordination provisions were not violated at the time the respective amounts were deposited pursuant to such defeasance provisions.

Guarantees

Holdings, the Company and the Domestic Restricted Subsidiaries of the Company, other than an Immaterial Domestic Restricted Subsidiary, will jointly and severally guarantee, on a senior subordinated basis, the Company's obligations under the Notes and the Indenture. The obligations of the Company and of each Domestic Restricted Subsidiary under their Guarantees will be limited as necessary to prevent such Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Risks Relating to the Notes—Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and if that occurs, you may not receive any payments on the notes." Because Holdings is a holding company with no significant operations, the Guarantee by Holdings provides little, if any, additional credit support for the Notes, and investors should not rely on the Guarantee by Holdings in evaluating an investment in the Notes.

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Holdings, the Company and each Guarantor that makes a payment under its Guarantee will be entitled upon payment in full of all guaranteed obligations under the Indenture to a contribution from each other Guarantor, Holdings and the Company and in an amount equal to such other Guarantor's, Holdings' and the Company's pro rata portion of such payment based on the respective net assets of all the Guarantors, Holdings and the Company at the time of such payment determined in accordance with GAAP (for purposes hereof, Holdings' net assets shall be those of all its consolidated Subsidiaries other than the Company and the Guarantors).

If a Guarantee were rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of Holdings, the Company or a Guarantor, as applicable, and, depending on the amount of such indebtedness, Holdings', the Company's or a Guarantor's liability on its Guarantee could be reduced to zero. See "Risk Factors—Risks Relating to the Notes—Federal and state fraudulent transfer laws permit a court to void the notes and the guarantees, and if that occurs, you may not receive any payments on the notes."

Pursuant to the Indenture, a Guarantor may consolidate with, merge with or into, or transfer all or substantially all its assets to, any other Person to the extent described below under "—Certain Covenants— Merger, Consolidation and Sale of Assets"; *provided, however*, that if such other Person is not the Company, such Guarantor's obligations under its Guarantee must be expressly assumed by such other Person, subject to the following paragraph.

The Guarantee of a Guarantor will be released:

- (1) upon the sale or other disposition (including by way of consolidation or merger) of a Guarantor;
- (2) upon the sale or disposition of all or substantially all the assets of a Guarantor;
- (3) upon the designation of such Guarantor as an Unrestricted Subsidiary pursuant to the terms of the Indenture;
- (4) if the Guarantor becomes an Immaterial Domestic Restricted Subsidiary or ceases to be a Subsidiary; or
- (5) if the Issuer exercises its Legal Defeasance option or Covenant Defeasance option as described under "—Legal Defeasance and Covenant Defeasance" or if its obligations under the Indenture are discharged in accordance with the terms of the Indenture as described under "—Satisfaction and Discharge" (in which case the Guarantees of Holdings and the Company will also be released);

in the case of clauses (1) and (2), other than to the Company or an Affiliate of the Company and as permitted by the Indenture.

Change of Control

If a Change of Control occurs, each Holder will have the right to require that the Issuer purchase all or a portion of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer"), at a purchase price equal to 101% of the principal amount thereof plus accrued interest and Additional Amounts, if any, to the date of purchase. Within 30 days following the date upon which the Change of Control occurred, the Issuer must send, in the case of Global Notes, through the facilities of DTC and, in the case of certificated notes, by first class mail, a notice to the Trustee and each Holder, which notice shall govern the terms of the Change of Control Offer. Such notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the "Change of Control Payment Date"). Holders electing to have a Note purchased pursuant to a Change of Control Offer will be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the paying agent at the address specified in the notice prior to the close of business on the third business day prior to the Change of Control Payment Date.

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The Credit Facilities prohibit the Company or any of its Subsidiaries from purchasing any Notes (subject to certain limited exceptions) and also provides that the occurrence of certain change of control events with respect to the Company would constitute a default under the facilities thereunder. Prior to the mailing of the notice referred to above, but in any event within 30 days following any Change of Control, the Company covenants to:

- (1) repay in full all Indebtedness under the Credit Facilities and all other Senior Debt the terms of which require repayment upon a Change of Control; or
- (2) obtain the requisite consents under the Credit Facilities and all such other Senior Debt to permit the repurchase of the Notes as provided below.

The Company's failure to comply with the covenant described in the immediately preceding sentence shall constitute an Event of Default described in clause (3) and not in clause (2) under "—Events of Default" below which would, in turn, constitute a default under the Credit Facilities. In such circumstances, the subordination provisions of the Indenture would likely restrict payment to the Holders.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the Indenture and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption has been given pursuant to the Indenture as described under "—Optional Redemption" prior to the date on which notice of the Change of Control Offer must be sent.

A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control occurring, if a definitive agreement is in place for the Change of Control at the time of making the Change of Control Offer.

If a Change of Control Offer is made, there can be no assurance that the Issuer will have available funds sufficient to pay the Change of Control purchase price for all the Notes that might be delivered by Holders seeking to accept the Change of Control Offer. In the event the Issuer is required to purchase outstanding Notes pursuant to a Change of Control Offer, the Issuer expects that it would seek third-party financing to the extent it does not have available funds to meet its purchase obligations. However, there can be no assurance that the Issuer would be able to obtain such financing.

The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of the Company and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations among the Company, the Issuer and the initial purchasers. The Company has no present intention to engage in a transaction involving a Change of Control, although it is possible that it could decide to do so in the future. Subject to the limitations discussed below, the Company could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture but that could increase the amount of indebtedness outstanding at such time or otherwise affect the Company's capital structure or credit ratings.

Restrictions on the Company's ability to incur additional Indebtedness are contained in the "Limitation on Incurrence of Additional Indebtedness" covenant. Such restrictions can only be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture does not contain any covenants or provisions that may afford Holders protection in the event of a highly leveraged transaction.

Future indebtedness that the Company or the Issuer may incur may contain prohibitions on the occurrence of certain events that would constitute a Change of Control or require the repurchase of such indebtedness upon a Change of Control. Moreover, the exercise by the Holders of their right to require the Company or the Issuer to repurchase their Notes could cause a default under such indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company or the Issuer.

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The definition of “Change of Control” includes a disposition of all or substantially all of the assets of the Company to any Person. Although there is a limited body of case law interpreting the phrase “substantially all,” there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of “all or substantially all” of the assets of the Company. As a result, it may be unclear as to whether a Change of Control has occurred and whether a holder of Notes may require the Company to make an offer to repurchase the Notes as described above.

The provisions under the Indenture relative to the Issuer’s obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the consent of the holders of a majority in principal amount of the Notes.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the Issuer complies with the provisions of any such securities laws or regulations, the Issuer shall not be deemed to have breached its obligations under the “Change of Control” provisions of the Indenture.

Certain Covenants

Covenant Suspension

The Indenture contains, among others, the following covenants. During any period of time following the Issue Date that (i) the Notes have Investment Grade Ratings from both Rating Agencies and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses and (ii) being collectively referred to as a “Covenant Suspension Event”), the Company and its Restricted Subsidiaries will not be subject to the following provisions of the Indenture:

- (1) “—Limitation on Incurrence of Additional Indebtedness”;
- (2) “—Limitation on Restricted Payments”;
- (3) “—Limitation on Asset Sales”;
- (4) “—Limitation on Dividend and Other Payment Restrictions Affecting Subsidiaries”;
- (5) “—Limitation on Preferred Stock of Restricted Subsidiaries”;
- (6) “—Prohibition on Incurrence of Senior Subordinated Debt”;
- (7) clause (2) of the first paragraph of “—Merger, Consolidation and Sale of Assets”;
- (8) “—Limitation on Transactions with Affiliates”;
- (9) “—Future Guarantees by Restricted Subsidiaries”; and
- (10) “—Conduct of Business”;

(collectively, the “Suspended Covenants”). Upon the occurrence of a Covenant Suspension Event, the amount of Net Cash Proceeds with respect to any applicable Net Proceeds Offer Trigger Date shall be set at zero at such date (the “Suspension Date”). In addition, in the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the foregoing, and on any subsequent date (the “Reversion Date”) one or both of the Rating Agencies withdraws its Investment Grade Rating or downgrades the rating assigned to the Notes below an Investment Grade Rating or a Default or Event of Default occurs and is continuing, then the Company and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants with respect to future events. The period of time between the Suspension Date and the Reversion Date is referred to in this description as the “Suspension Period.” Within 30 days of the Reversion

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Date, any Restricted Subsidiary that would have been required during the Suspension Period but for the Suspended Covenants by the “Future Guarantees by Restricted Subsidiaries” covenant to execute a supplemental indenture will execute such supplemental indenture required by such covenant. Notwithstanding that the Suspended Covenants may be reinstated, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or upon termination of the Suspension Period or after that time based solely on events that occurred during the Suspension Period).

On the Reversion Date, all Indebtedness incurred during the Suspension Period will be classified to have been incurred or issued pursuant to the “Limitation on Incurrence of Additional Indebtedness” covenant to the extent such Indebtedness would be permitted to be incurred or issued thereunder as of the Reversion Date and after giving effect to Indebtedness incurred or issued prior to the Suspension Period and outstanding on the Reversion Date. To the extent such Indebtedness would not be so permitted to be incurred or issued pursuant to the “Limitation on Incurrence of Additional Indebtedness” covenant, such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under paragraph (3) of the definition of Permitted Indebtedness. Restricted Payments made during the Suspension Period will be deemed to have been made pursuant to the first paragraph of the “Limitation on Restricted Payments” covenant.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

Furthermore, if (i) a Change of Control occurs that results in either (a) the sale, lease, exchange or other transfer of all or substantially all of the assets of the Company to any Person or Group (as defined in the definition of Change of Control) other than an Affiliate (other than a Person that becomes an Affiliate solely as a result of such transaction) of the Company or (b) any Person or Group other than an Affiliate (other than a Person that becomes an Affiliate solely as a result of such transaction) of the Company becoming the beneficial owner, directly or indirectly, of shares representing 100% of the total ordinary voting power represented by the issued and outstanding Capital Stock of the Company or Holdings and (ii) such Person or Group acquiring control pursuant to clause (i) above is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, then the Company will not be subject to the first three paragraphs of the covenant described under “—Reports to Holders” from that time if and for so long as such Person or Group maintains Investment Grade Ratings from both Rating Agencies.

Limitation on Incurrence of Additional Indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for payment of (collectively “incur”) any Indebtedness (other than Permitted Indebtedness); *provided, however*, that the Company and any Restricted Subsidiary may incur Indebtedness (including Acquired Indebtedness), in each case if on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof, the Consolidated Fixed Charge Coverage Ratio of the Company would have been greater than 2.0 to 1.0; *provided, however*, that the amount of Indebtedness (including Acquired Indebtedness) that may be incurred pursuant to the foregoing by Restricted Subsidiaries that are not Guarantors or the Issuer shall not exceed \$200 million at any one time outstanding.

Limitation on Restricted Payments

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on, or in respect of, shares of the Company’s or any Restricted Subsidiary’s Capital Stock to holders of such Capital Stock (other than dividends or distributions payable in Qualified Capital Stock of the Company and dividends or distributions payable to the Company or a Restricted Subsidiary and other than pro rata dividends or other distributions made by a Subsidiary that is not a Wholly Owned Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

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(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company or of any direct or indirect parent of the Company or of a Restricted Subsidiary of the Company held by any Affiliate of the Company (other than a Restricted Subsidiary of the Company) or any warrants, rights or options to purchase or acquire shares of any class of such Capital Stock;

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of the Company, of the Issuer or of any Guarantor, that is subordinate or junior in right of payment to the Notes or any Guarantee, as applicable (other than (x) any Indebtedness permitted under clause (6) of the definition of "Permitted Indebtedness" and (y) the purchase, defeasance or other acquisition of such Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of such purchase, defeasance or other acquisition); or

(4) make any Investment (other than Permitted Investments);

(each of the foregoing actions set forth in clauses (1), (2), (3) and (4) being referred to as a "Restricted Payment"), if at the time of such Restricted Payment or immediately after giving effect thereto:

(i) a Default or an Event of Default shall have occurred and be continuing; or

(ii) the aggregate amount of Restricted Payments (including such proposed Restricted Payment) made subsequent to December 14, 2010 (other than Restricted Payments made pursuant to clauses (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13) and (14) of the following paragraph) shall exceed the sum of, without duplication:

(a) \$400 million; plus

(b) 50% of the cumulative Consolidated Net Income (or if cumulative Consolidated Net Income shall be a loss, minus 100% of such loss) of the Company earned subsequent to October 1, 2010 and on or prior to the date the Restricted Payment occurs (the "Reference Date") (treating such period as a single accounting period); plus

(c) 100% of the aggregate net cash proceeds (including the fair market value of property (as determined by the Company in good faith), other than cash, that would constitute Marketable Securities or a Permitted Business) received by the Company from any Person (other than a Subsidiary of the Company) from the issuance and sale subsequent to December 14, 2010 and on or prior to the Reference Date of Qualified Capital Stock of the Company (other than Excluded Contributions); plus

(d) without duplication of any amounts included in clause (ii)(w) above, 100% of the aggregate net cash proceeds of any equity contribution received subsequent to December 14, 2010 by the Company from a holder of the Company's Capital Stock; plus

(e) the amount by which Indebtedness of the Company is reduced on the Company's balance sheet upon the conversion or exchange subsequent to December 14, 2010 of any Indebtedness of the Company for Qualified Capital Stock of the Company (less the amount of any cash, or the fair value of any other property, distributed by the Company upon such conversion or exchange); *provided, however*, that the foregoing amount shall not exceed the net cash proceeds received by the Company or any Restricted Subsidiary from the sale of such Indebtedness (excluding net cash proceeds from sales to a Subsidiary of the Company or to an employee stock ownership plan or a trust established by the Company or any of its Subsidiaries for the benefit of their employees); plus

(f) an amount equal to the sum of (I) 100% of the aggregate net proceeds (including the fair market value of property other than cash that would constitute Marketable Securities or a Permitted Business) received by the Company or any Restricted Subsidiary subsequent to December 14, 2010 (A)

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from any sale or other disposition of any Investment (other than a Permitted Investment) in any Person (including an Unrestricted Subsidiary) made by the Company and its Restricted Subsidiaries and (B) representing the return of capital or principal (excluding dividends and distributions otherwise included in Consolidated Net Income) with respect to such Investment and (II) the portion (proportionate to the Company's equity interest in an Unrestricted Subsidiary) of the fair market value of the net assets of an Unrestricted Subsidiary at any time subsequent to December 14, 2010 such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that, in the case of item (II), the foregoing sum shall not exceed, in the case of any Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary.

Notwithstanding the foregoing, the provisions set forth in the immediately preceding paragraph do not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of such dividend or notice of such redemption if the dividend or payment of the redemption price, as the case may be, would have been permitted on the date of declaration or notice;

(2) any Restricted Payment made out of the net cash proceeds of the substantially concurrent sale of, or made by exchange for, Qualified Capital Stock of the Company (other than Capital Stock issued or sold to a Subsidiary of the Company or an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees and other than Designated Preferred Stock) or a substantially concurrent cash capital contribution received by the Company from its stockholders; *provided, however*, that the net cash proceeds from such sale or such cash capital contribution (to the extent so used for such Restricted Payment) shall be excluded from the calculation of amounts under clauses (ii)(w) and (ii)(x) of the immediately preceding paragraph;

(3) the acquisition of any Indebtedness of the Company, the Issuer or a Guarantor that is subordinate or junior in right of payment to the Notes or the applicable Guarantee through the application of net proceeds of a substantially concurrent sale for cash (other than to a Subsidiary of the Company) of Refinancing Indebtedness that is subordinate or junior in right of payment to the Notes or the applicable Guarantee;

(4) Dividend Equivalent Payments and payments to a direct or indirect parent of the Company for the purpose of permitting any of such entities to redeem or repurchase common equity or options in respect thereof, in each case in connection with the repurchase provisions of employee stock option or stock purchase agreements or other agreements to compensate management employees, or upon the death, disability, retirement, severance or termination of employment of management employees; *provided* that all such Dividend Equivalent Payments and redemptions or repurchases pursuant to this clause (4) shall not exceed in any fiscal year the sum of (A) \$25 million in any fiscal year carried over to succeeding fiscal years (with unused amounts so carrying over as of the Issue Date) subject to a maximum (without giving effect to the following clause (B)) of \$50 million in any fiscal year plus (B) any amounts not utilized in any preceding fiscal year following December 14, 2010 that were otherwise available under this clause (4) for such purchases (which aggregate amount shall be increased by the amount of any net cash proceeds received from the sale since December 14, 2010 of Capital Stock (other than Disqualified Capital Stock) to members of the Company's management team that have not otherwise been applied to the payment of Restricted Payments pursuant to the terms of clause (ii) of the immediately preceding paragraph or clause (2) of this paragraph and by the cash proceeds of any "key-man" life insurance policies which are used to make such redemptions or repurchases); *provided, further*, that the cancellation of Indebtedness owing to the Company from members of management of the Company or any of its Restricted Subsidiaries in connection with any repurchase of Capital Stock of such entities (or warrants or options or rights to acquire such Capital Stock) will not be deemed to constitute a Restricted Payment under the Indenture;

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(5) the declaration and payment of dividends by the Company to, or the making of loans to, its direct parent company in amounts required for the Company's direct or indirect parent companies to pay

(A) franchise taxes and other fees, taxes and expenses required to maintain their corporate existence,

(B) Federal, state and local income taxes, to the extent such income taxes are attributable to the income of the Company and the Restricted Subsidiaries and, to the extent of the amount actually received from its Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries; *provided, however*, that the amount of such payments in any fiscal year does not exceed the amount that the Company and its consolidated Subsidiaries would be required to pay in respect of Federal, state and local taxes for such fiscal year were the Company to pay such taxes as a stand-alone taxpayer,

(C) customary salary, bonus and other benefits payable to officers and employees of any direct or indirect parent company of the Company to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Company and the Restricted Subsidiaries,

(D) general corporate overhead expenses of any direct or indirect parent company of the Company to the extent such expenses are attributable to the ownership or operation of the Company and the Restricted Subsidiaries, and

(E) reasonable fees and expenses incurred in connection with any unsuccessful debt or equity offering by such direct or indirect parent company of the Company;

(6) repurchases of Capital Stock deemed to occur upon the exercise of stock options, warrants or other convertible or exchangeable securities if such Capital Stock represents a portion of the exercise price thereof or the withholding of a portion of such Capital Stock to pay the taxes payable on account of such exercise;

(7) additional Restricted Payments in an aggregate amount not to exceed \$75.0 million;

(8) [intentionally omitted];

(9) payments of dividends on Disqualified Capital Stock issued in compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant;

(10) Restricted Payments made with Net Cash Proceeds from Asset Sales remaining after application thereof as required by the "Limitation on Asset Sales" covenant (including after the making by the Issuer of any Net Proceeds Offer required to be made by the Issuer pursuant to such covenant and the application of the entire Net Proceeds Offer Amount to purchase Notes tendered therein);

(11) the repayment or extension of intercompany debt that is permitted under the Indenture;

(12) cash payments in lieu of fractional shares in connection with the exercise of warrants, stock options or other securities convertible into or exchangeable into Capital Stock of the Company;

(13) upon occurrence of a Change of Control, and within 60 days after the completion of the Change of Control Offer pursuant to the "Change of Control" covenant (including the purchase of all Notes tendered), any purchase or redemption of Obligations of the Issuer or the Company that are subordinate or junior in right of payment to the Notes or the Guarantee required pursuant to the terms thereof as a result of such Change of Control at a purchase or redemption price not to exceed 101% of the outstanding principal amount thereof, plus accrued and unpaid interest thereon and Additional Amounts, if any; provided, however, that (A) at the time of such purchase or redemption, no Default or Event of Default shall have occurred and be continuing (or would result therefrom) and (B) such purchase or redemption is not made,

directly or indirectly, from the proceeds of (or made in anticipation of) any issuance of Indebtedness by the Company or any Subsidiary; and

(14) Restricted Payments that are made with Excluded Contributions.

Notwithstanding any of the foregoing to the contrary, the Company and its Restricted Subsidiaries may make any Restricted Payment so long as (1) no Default or Event of Default has occurred and is continuing and (2) at the time of such Restricted Payment and after giving pro forma effect thereto, the Company's Consolidated Fixed Charge Coverage Ratio would exceed 2.0 to 1.0; *provided, however*, that if at any time the criteria set forth in the preceding clause (2) cease to be satisfied, all Restricted Payments made by the Company or any of its Restricted Subsidiaries occurring on or after the date on which such criteria ceased to be satisfied shall be required to be made, to the extent permitted thereby, in compliance with the preceding paragraphs of this covenant, and the amount available for Restricted Payments pursuant to clause (ii) of the first paragraph of this covenant on or after the date on which such criteria ceases to be satisfied shall be equal to the amount that would have been available for Restricted Payments pursuant to such clause (ii) on such date without giving effect to any Restricted Payments made through such date pursuant to and in compliance with this paragraph; *provided, further*, that if the Company or any of its Restricted Subsidiaries become contractually obligated to make any Restricted Payment at the time criteria set forth in the preceding clauses (1) and (2) continues to be satisfied, then the Company or such Restricted Subsidiary, as the case may be, may continue to make such Restricted Payments, even if the criteria in such clauses (1) and (2) ceases to be satisfied at the time such Restricted Payment is actually made, notwithstanding the limitation set forth in the preceding proviso, and the amount available for Restricted Payments pursuant to clause (ii) of the first paragraph of this covenant on or after the date on which such criteria ceases to be satisfied shall be equal to the amount that would have been available for Restricted Payments pursuant to such clause (ii) on such date without giving effect to any Restricted Payments made on such date pursuant to and in compliance with this proviso.

For purposes of determining compliance with this covenant, in the event that a payment or other action meets the criteria of more than one of the exceptions described in clauses (1) through (14) above, or is permitted to be made pursuant to clause (ii) of the first paragraph of this covenant (including by virtue of qualifying as Permitted Investment), the Company will be permitted to classify such payment or other action on the date of its occurrence in any manner that complies with this covenant. Payments or other actions permitted by this covenant need not be permitted solely by reference to one provision permitting such payment or other action but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such payment or other action (including pursuant to any section of the definition of "Permitted Investment").

The Board of Directors of the Company may designate any Restricted Subsidiary of the Company (other than the Issuer) to be an Unrestricted Subsidiary as specified in the definition of "Unrestricted Subsidiary." For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated will be deemed to be Restricted Payments at the time of the designation and will reduce the amount available for Restricted Payments under the first paragraph of this covenant. All of those outstanding Investments will be deemed to constitute Investments in an amount equal to the fair market value of the Investments at the time of such designation. Such designation will only be permitted if the Restricted Payment would be permitted at the time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Limitation on Asset Sales

The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets sold or otherwise disposed of (as determined in good faith by the Company);

(2) at least 75% of the consideration received by the Company or the Restricted Subsidiary, as the case may be, from such Asset Sale shall be in the form of cash or Cash Equivalents; provided that the amount of:

(a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been shown on the Company's or such Restricted Subsidiary's balance or the footnotes thereto if such incurrence or accrual had taken place on the date of such balance sheet, as determined by the Company) of the Company or any such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes) that are assumed by the transferee of any such assets;

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days of the receipt thereof (to the extent of the cash received); and

(c) any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) after December 14, 2010 that is at that time outstanding, not to exceed the greater of \$150 million and 5% of Total Assets at the time of the receipt of such Designated Non-cash Consideration (with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value), shall, in each of (a), (b) and (c) above, be deemed to be cash for the purposes of this provision or for purposes of the second paragraph of this covenant; and

(3) upon the consummation of an Asset Sale, the Company shall apply, or cause such Restricted Subsidiary to apply, the Net Cash Proceeds relating to such Asset Sale within 545 days of receipt thereof either (A) to prepay any Senior Debt, or Indebtedness of a Restricted Subsidiary that is neither the Issuer nor a Guarantor and, in the case of any such Indebtedness under any revolving credit facility, effect a corresponding reduction in the availability under such revolving credit facility (or effect a permanent reduction in the availability under such revolving credit facility regardless of the fact that no prepayment is required in order to do so (in which case no prepayment should be required)), (B) to reinvest in Productive Assets (*provided* that this requirement shall be deemed satisfied if the Company or such Restricted Subsidiary by the end of such 545-day period has entered into a binding agreement under which it is contractually committed to reinvest in Productive Assets and such investment is consummated within 120 days from the date on which such binding agreement is entered into and, with respect to the amount of such investment, the reference to the 546th day after an Asset Sale in the second following sentence shall be deemed to be a reference to the 121st day after the date on which such binding agreement is entered into (but only if such 121st day occurs later than such 546th day)) or (C) a combination of prepayment and investment permitted by the foregoing clauses (3)(A) and (3)(B). Pending the final application of any such Net Cash Proceeds, the Company or such Restricted Subsidiary may temporarily reduce Indebtedness under a revolving credit facility, if any, or otherwise invest such Net Cash Proceeds in Cash Equivalents. On the 546th day after an Asset Sale or such earlier date, if any, as the Board of Directors of the Company or of such Restricted Subsidiary determines by Board Resolution not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clauses (3)(A), (3)(B) and (3)(C) of the next preceding sentence (each, a "Net Proceeds Offer Trigger Date"), such aggregate amount of Net Cash Proceeds which have not been applied on or before such Net Proceeds Offer Trigger Date as permitted in clauses (3)(A), (3)(B) and (3)(C) of the next preceding sentence (each a "Net Proceeds Offer Amount") shall be applied by the Company or such Restricted Subsidiary to make an offer to purchase (the "Net Proceeds Offer") on a date not less than 30 nor more than 60 days following the applicable Net Proceeds Offer Trigger Date, from all Holders and holders of any other Senior Subordinated Debt of the Company or a Restricted Subsidiary requiring the making of such an offer, on a pro rata basis, the maximum amount of Notes and such other Senior Subordinated Debt that may be purchased with the Net Proceeds Offer Amount at a price equal to 100% of their principal amount (or, in the event such other Senior Subordinated Debt was issued with significant original issue

discount, 100% of the accreted value thereof), plus accrued and unpaid interest thereon and Additional Amounts, if any, to the date of purchase (or, in respect of such other Senior Subordinated Debt, such lesser price, if any, as may be provided for by the terms of such Senior Subordinated Debt); *provided, however*, that if at any time any non-cash consideration (including any Designated Non-cash Consideration) received by the Company or any Restricted Subsidiary of the Company, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale hereunder and the Net Cash Proceeds thereof shall be applied in accordance with this covenant. Notwithstanding the foregoing, if a Net Proceeds Offer Amount is less than \$40.0 million, the application of the Net Cash Proceeds constituting such Net Proceeds Offer Amount to a Net Proceeds Offer may be deferred until such time as such Net Proceeds Offer Amount plus the aggregate amount of all Net Proceeds Offer Amounts arising subsequent to the Net Proceeds Offer Trigger Date relating to such initial Net Proceeds Offer Amount from all Asset Sales by the Company and its Restricted Subsidiaries aggregates at least \$40.0 million, at which time the Company or such Restricted Subsidiary shall apply all Net Cash Proceeds constituting all Net Proceeds Offer Amounts that have been so deferred to make a Net Proceeds Offer (the first date the aggregate of all such deferred Net Proceeds Offer Amounts is equal to \$40.0 million or more shall be deemed to be a Net Proceeds Offer Trigger Date).

Notwithstanding the immediately preceding paragraph, the Company and its Restricted Subsidiaries will be permitted to consummate an Asset Sale without complying with such paragraph to the extent that:

- (1) at least 75% of the consideration for such Asset Sale constitutes Productive Assets, cash, Cash Equivalents and/or Marketable Securities; and
- (2) such Asset Sale is for fair market value (as determined in good faith by the Company); provided that any consideration consisting of cash, Cash Equivalents and/or Marketable Securities received by the Company or any of its Restricted Subsidiaries in connection with any Asset Sale permitted to be consummated under this paragraph shall constitute Net Cash Proceeds subject to the provisions of the preceding paragraph.

Notice of each Net Proceeds Offer will be sent to DTC, in the case of Global Notes, or mailed to the record Holders as shown on the register of Holders, in the case of certificated notes, within 30 days following the Net Proceeds Offer Trigger Date, with a copy to the Trustee, and shall comply with the procedures set forth in the Indenture. Upon receiving notice of the Net Proceeds Offer, Holders may elect to tender their Notes in whole or in part in integral multiples of \$1,000 (but in minimum amounts of \$200,000) in exchange for cash. To the extent Holders properly tender Notes in an amount exceeding the Net Proceeds Offer Amount, Notes of tendering Holders will be purchased in accordance with the depository's procedures (based on amounts tendered). A Net Proceeds Offer shall remain open for a period of 20 business days or such longer period as may be required by law. To the extent that the aggregate amount of Notes and other Senior Subordinated Debt tendered pursuant to a Net Proceeds Offer is less than the Net Proceeds Offer Amount, the Company may use any remaining Net Proceeds Offer Amount for general corporate purposes or for any other purpose not prohibited by the Indenture. Upon completion of any such Net Proceeds Offer, the Net Proceeds Offer Amount shall be reset at zero.

The Issuer and the Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Net Proceeds Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Asset Sale" provisions of the Indenture, the Issuer and the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the "Asset Sale" provisions of the Indenture by virtue thereof.

Limitation on Dividend and Other Payment Restrictions Affecting Subsidiaries

The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary of the Company to:

- (1) pay dividends or make any other distributions on, or in respect of, its Capital Stock;
- (2) make loans or advances or pay any Indebtedness or other obligation owed to the Company, the Issuer or any Guarantor; or
- (3) transfer any of its property or assets to the Company, the Issuer or any Guarantor,

except, with respect to clauses (1), (2) and (3), for such encumbrances or restrictions existing under or by reason of:

- (a) applicable law, rule, regulation or order;
- (b) the Indenture, the Notes, the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2025 Notes, the 2026 Notes and the Guarantees;
- (c) non-assignment provisions of any contract or any lease of any Restricted Subsidiary of the Company entered into in the ordinary course of business;
- (d) any instrument governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;
- (e) the Credit Facilities as entered into or existing on the Issue Date or any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof; *provided* that any restrictions imposed pursuant to any such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing are ordinary and customary with respect to syndicated bank loans (under the relevant circumstances);
- (f) agreements existing on the Issue Date to the extent and in the manner such agreements are in effect on the Issue Date;
- (g) restrictions on the transfer of assets subject to any Lien permitted under the Indenture imposed by the holder of such Lien;
- (h) restrictions imposed by any agreement to sell assets or Capital Stock permitted under the Indenture to any Person pending the closing of such sale;
- (i) any agreement or instrument governing Capital Stock of any Person that is acquired;
- (j) any Purchase Money Note or other Indebtedness or other contractual requirements of a Securitization Entity in connection with a Qualified Securitization Transaction; *provided* that such restrictions apply only to such Securitization Entity;
- (k) other Indebtedness or Permitted Subsidiary Preferred Stock outstanding on the Issue Date or permitted to be issued or incurred under the Indenture; *provided* that any such restrictions are ordinary and customary with respect to the type of Indebtedness being incurred or Preferred Stock being issued (under the relevant circumstances);
- (l) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business; and
- (m) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (d) and (f) through (l) above; *provided* that

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such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company's Board of Directors (evidenced by a Board Resolution) whose judgment shall be conclusively binding, not materially more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing;

- (n) customary provisions in joint venture, partnership, asset sale, sale leaseback and other similar agreements; and
- (o) customary provisions in leases and other agreements entered into in the ordinary course of business.

Limitation on Preferred Stock of Restricted Subsidiaries

The Company will not permit any of its Restricted Subsidiaries to issue any Preferred Stock (other than to the Company or to a Restricted Subsidiary of the Company) or permit any Person (other than the Company or a Restricted Subsidiary of the Company) to own any Preferred Stock of any Restricted Subsidiary of the Company, other than Permitted Subsidiary Preferred Stock. The provisions of this covenant will not apply to (w) the Issuer or any of the Guarantors, (x) any transaction as a result of which neither the Company nor any of its Restricted Subsidiaries will own any Capital Stock of the Restricted Subsidiary whose Preferred Stock is being issued or sold and (y) Preferred Stock that is Disqualified Capital Stock and is issued in compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant.

Limitation on Liens

The Company will not, and will not cause or permit the Issuer or any Guarantor to, incur any Secured Debt that is not Senior Debt of such Person, unless contemporaneously therewith such Person makes effective provision to secure the Notes or the relevant Guarantee, as applicable, equally and ratably with such Secured Debt for so long as such Secured Debt is secured by a Lien (the "Initial Lien"). Any Lien created for the benefit of the Holders pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien securing the other Secured Debt and that holders of such other Secured Debt may exclusively control the disposition of property subject to the Initial Lien.

Prohibition on Incurrence of Senior Subordinated Debt

The Company will not, and will not permit the Issuer or any Guarantor to, incur or suffer to exist Indebtedness that is senior in right of payment to the Notes or the Guarantee of the Company or such Guarantor, as the case may be, and subordinate in right of payment to any other Indebtedness of the Company, the Issuer or such Guarantor, as the case may be. For the avoidance of doubt, unsecured Indebtedness is not subordinated or junior to Secured Debt merely because it is unsecured.

Merger, Consolidation and Sale of Assets

The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary of the Company to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's assets (determined on a consolidated basis for the Company and the Company's Restricted Subsidiaries) to any Person unless:

- (1) either:
 - (a) the Company shall be the surviving or continuing corporation; or

(b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "Surviving Entity"):

(x) shall be a corporation, partnership, limited liability company or similar entity organized and validly existing under the laws of the United States of America or any State thereof or the District of Columbia; and

(y) shall expressly assume, by supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, all of the Company's obligations under its Guarantee and the performance of every covenant of the Notes, the Indenture and the Registration Rights Agreement to be performed or observed on the part of the Company;

(2) except in the case of a merger of the Company with or into a Restricted Subsidiary of the Company, and except in the case of a merger entered into solely for the purpose of reincorporating the Company in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be, shall be able to incur at least \$1.00 of additional Indebtedness (other than Permitted Indebtedness) pursuant to the "Limitation on Incurrence of Additional Indebtedness" covenant, or the Consolidated Fixed Charge Coverage Ratio for the Surviving Entity and its Restricted Subsidiaries on a consolidated basis would be greater than such ratio for the Company and the Restricted Subsidiaries immediately prior to such transaction;

(3) except in the case of a merger of the Company with or into a Restricted Subsidiary of the Company, and except in the case of a merger entered into solely for the purpose of reincorporating the Company in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing; and

(4) the Company or the Surviving Entity shall have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company the Capital Stock of which constitutes all or substantially all of the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company. However, transfer of assets between or among the Company and its Restricted Subsidiaries will not be subject to this covenant.

The Indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Company in accordance with the foregoing, in which the Company is not the continuing corporation, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture and the Notes with the same effect as if such surviving entity had been named as such and that, in the event of a conveyance or transfer (but not a lease), the conveyor or transferor (but not a lessor) will be released from the provisions of the Indenture.

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The Issuer will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Issuer's assets to any Person unless:

(1) either:

(a) the Issuer shall be the surviving or continuing corporation; or

(b) the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Issuer substantially as an entirety (the "Surviving Entity"):

(x) shall be a corporation, partnership, limited liability company or similar entity organized and validly existing under the laws of England and Wales, the United States of America or any State thereof or the District of Columbia; and

(y) shall expressly assume, by supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, the due and punctual payment of the principal of, premium or Additional Amounts, if any, and interest on all of the Notes and the performance of every covenant of the Notes, the Indenture and the Registration Rights Agreement to be performed or observed on the part of the Issuer; provided, that at any time the Issuer or its successor is not a corporation, there shall be a co-issuer of the Notes that is a corporation;

(2) except in the case of a merger of the Issuer with or into the Company or a Restricted Subsidiary of the Company, and except in the case of a merger entered into solely for the purpose of reincorporating the Issuer in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing; and

(3) the Issuer or the Surviving Entity shall have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied.

The Indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Issuer in accordance with the foregoing, in which the Issuer is not the continuing corporation, the successor Person formed by such consolidation or into which the Issuer is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Indenture and the Notes with the same effect as if such surviving entity had been named as such and that, in the event of a conveyance or transfer (but not a lease), the conveyor or transferor (but not a lessor) will be released from the provisions of the Indenture.

The Company will not permit any Guarantor to consolidate or merge with or into, or sell, assign, transfer, lease, convey or otherwise dispose of, in a single transaction or series of related transactions, all or substantially all of its assets to any Person unless:

(1) (except in the case of a Guarantor that has been disposed of in its entirety to another Person (other than to the Company or an Affiliate of the Company), whether through a merger, consolidation or sale of Capital Stock or through the sale of all or substantially all of its assets (such sale constituting the disposition of such Guarantor in its entirety), if in connection therewith the Company provides an officers' certificate to the Trustee to the effect that the Company will comply with its obligations under the "Limitation on Asset Sales" covenant in respect of such disposition) the resulting, surviving or transferee Person (if not such Guarantor) shall be a Person organized and validly existing under the laws of the jurisdiction under which

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such Guarantor was organized or under the laws of the United States of America, any State thereof or the District of Columbia, and such Person shall expressly assume, by a supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, all the obligations of such Guarantor, if any, under its Guarantee;

(2) except in the case of a merger of a Guarantor with or into the Company, the Issuer or another Guarantor and except in the case of a merger entered into solely for the purpose of reincorporating a Guarantor in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by the immediately preceding clause (1) (including giving effect to any Indebtedness and Acquired Indebtedness incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred and be continuing; and

(3) the Company shall have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied.

Holdings will not consolidate or merge with or into, or sell, assign, transfer, lease or otherwise dispose of, in a single transaction or series of related transactions, all or substantially all of its assets to any Person unless:

(1) the resulting, surviving or transferee Person (if not Holdings) shall be a Person organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia, and such Person shall expressly assume, by a supplemental indenture (in form and substance satisfactory to the Trustee), executed and delivered to the Trustee, all the obligations of Holdings, if any, under its Guarantee;

(2) except in the case of a merger entered into solely for reincorporating Holdings in another jurisdiction, immediately after giving effect to such transaction and the assumption contemplated by the immediately preceding clause (1) (including giving effect to any Indebtedness and Acquired Indebtedness incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred and be continuing; and

(3) the Issuer shall have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied.

Limitation on Transactions with Affiliates

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or permit to occur any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (an "Affiliate Transaction") involving aggregate payment or consideration in excess of \$20.0 million, unless:

(1) such Affiliate Transaction is on terms that are not materially less favorable to the Company or the relevant Restricted Subsidiary than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company and

(2) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of \$30.0 million, a Board Resolution adopted by the majority of the members of the Board of Directors of the Company approving such Affiliate Transaction and an officers' certificate certifying that such Affiliate Transaction complies with clause (1) above.

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The restrictions set forth in the first paragraph of this covenant shall not apply to:

- (1) reasonable fees and compensation paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Company or any Restricted Subsidiary of the Company as determined in good faith by the Company's Board of Directors or senior management;
- (2) transactions between or among the Company and any of its Restricted Subsidiaries or between or among such Restricted Subsidiaries; *provided* that such transactions are not otherwise prohibited by the Indenture;
- (3) any agreement as in effect as of the Issue Date or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) or by any replacement agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the Holders in any material respect than the original agreement as in effect on the Issue Date as determined in good faith by the Company;
- (4) Restricted Payments or Permitted Investments permitted by the Indenture;
- (5) transactions effected as part of a Qualified Securitization Transaction;
- (6) [intentionally omitted];
- (7) payments or loans to employees or consultants that are approved by the Board of Directors of the Company in good faith;
- (8) sales of Qualified Capital Stock;
- (9) the existence of, or the performance by the Company or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders' agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by the Company or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (9) to the extent that the terms of any such amendment or new agreement taken as a whole are not materially disadvantageous to the Holders;
- (10) transactions permitted by, and complying with, the provisions of the "Merger, Consolidation and Sale of Assets" covenant;
- (11) any issuance of securities or other payments, awards, grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors of the Company;
- (12) [intentionally omitted]; and
- (13) transactions in which the Company or any Restricted Subsidiary, as the case may be, receives an opinion from a nationally recognized investment banking, appraisal or accounting firm that such Affiliate Transaction is either fair, from a financial standpoint, to the Company or such Restricted Subsidiary or is on terms not materially less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's length basis from a Person that is not an Affiliate of the Company.

Future Guarantees by Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries to, create or acquire another Domestic Restricted Subsidiary unless such Domestic Restricted Subsidiary within 20 business days executes and delivers a supplemental indenture to the Indenture, providing for a senior subordinated guarantee of payment of the Notes by such Domestic Restricted Subsidiary; *provided, however*, that such Domestic Restricted Subsidiary need not execute and deliver such a supplemental indenture for so long as such Domestic Restricted

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Subsidiary is an Immaterial Domestic Restricted Subsidiary; *provided further, however*, that the Company will cause a Domestic Restricted Subsidiary that was an Immaterial Domestic Restricted Subsidiary but has ceased to qualify as an Immaterial Domestic Restricted Subsidiary to execute and deliver a supplemental indenture to the Indenture, providing for a senior subordinated guarantee of payment of the Notes by such Domestic Restricted Subsidiary no later than 20 business days after the end of the most recently ended fiscal quarter of the Company in which such Domestic Restricted Subsidiary ceased to be an Immaterial Domestic Restricted Subsidiary; *provided further, however*, that if at any time, Domestic Restricted Subsidiaries that are not Guarantors because they are Immaterial Domestic Restricted Subsidiaries constitute in the aggregate more than 5% of Total Assets as of the end of the most recently ended fiscal quarter of the Company for which financial statements are available or more than 5% of Consolidated EBITDA of the Company for the period of four consecutive fiscal quarters as of the end of the most recently ended fiscal quarter of the Company for which financial statements are available, then the Company shall cause one or more such Domestic Restricted Subsidiaries to become Guarantors (notwithstanding that such Domestic Restricted Subsidiaries are, individually, Immaterial Domestic Restricted Subsidiaries), no later than 20 business days after the end of the most recently ended fiscal quarter in which such requirement was triggered, such that the foregoing condition ceases to be true.

Conduct of Business

The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any businesses a majority of whose revenues are not derived from businesses that are the same or reasonably similar, ancillary or related to, or a reasonable extension, development or expansion of, the businesses in which the Company and its Restricted Subsidiaries are engaged on the Issue Date (which shall include engineered components businesses not within the aerospace industry).

Reports to Holders

The Indenture provides that, whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company will furnish to the Holders:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such Forms, including a “Management’s Discussion and Analysis of Financial Condition and Results of Operations” that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries (showing in reasonable detail, either on the face of the financial statements or in the footnotes thereto and in Management’s Discussion and Analysis of Financial Condition and Results of Operations, the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company) and, with respect to the annual information only, a report thereon by the Company’s certified independent accountants and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports, in each case, within the time periods specified in the SEC’s rules and regulations.

In addition, whether or not required by the rules and regulations of the SEC, the Company must file a copy of all such information and reports with the SEC for public availability within the time periods specified in the SEC’s rules and regulations (unless the SEC will not accept such a filing) and make such information available to securities analysts and prospective investors upon request.

For so long as Holdings or another direct or indirect parent company of the Company is a guarantor of the Notes, the Indenture permits the Company to satisfy its obligations under this covenant by furnishing financial information relating to Holdings; *provided* that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to Holdings, on the one hand, and the information relating to the Company and its Restricted Subsidiaries on a stand-alone basis, on the other hand.

In addition, the Company has agreed that, for so long as any Notes remain outstanding, it will furnish to the Holders and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default

The following events are defined in the Indenture as “Events of Default”:

- (1) the failure to pay interest on or Additional Amounts with respect to any Notes when the same becomes due and payable if the default continues for a period of 30 days (whether or not such payment shall be prohibited by the subordination provisions of the Indenture);
- (2) the failure to pay the principal on any Notes, when such principal becomes due and payable, at maturity, upon redemption or otherwise (including the failure to make a payment to purchase Notes tendered pursuant to a Change of Control Offer or a Net Proceeds Offer on the date specified for such payment in the applicable offer to purchase) (whether or not such payment shall be prohibited by the subordination provisions of the Indenture);
- (3) a default in the observance or performance of any other covenant or agreement contained in the Indenture which default continues for a period of 60 days (or 180 days in the case of the covenant described under “—Reports to Holders”) after either the Company or the Issuer receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes (except in the case of a default with respect to the “Merger, Consolidation and Sale of Assets” covenant, which will constitute an Event of Default with such notice requirement but without such passage of time requirement);
- (4) the failure to pay at final stated maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness of the Company, the Issuer or any Significant Subsidiary of the Company (other than a Securitization Entity), or the acceleration of the final stated maturity of any such Indebtedness, if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final maturity or which has been accelerated, aggregates \$50 million or more at any time;
- (5) one or more judgments in an aggregate amount in excess of \$50 million shall have been rendered against the Company, the Issuer or any Significant Subsidiaries of the Company and such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable; or
- (6) certain events of bankruptcy affecting the Company, the Issuer or any of the Company’s Significant Subsidiaries.

If an Event of Default (other than an Event of Default specified in clause (6) above with respect to the Company or the Issuer) shall occur and be continuing, the Trustee or the Holders of at least 25% in principal amount of outstanding Notes may declare the principal of, accrued interest on, and Additional Amounts with respect to all the Notes to be due and payable immediately by notice in writing to the Company, the Issuer and the Trustee specifying the respective Event of Default and that it is a “notice of acceleration” (the “Acceleration Notice”), and the same:

- (1) shall become immediately due and payable or
- (2) if there are any amounts outstanding under the Credit Facilities, shall become immediately due and payable upon the first to occur of an acceleration under the Credit Facilities and five business days after receipt by the Company, the Issuer and the Representative under the Credit Facilities of such Acceleration Notice but only if such Event of Default is then continuing.

If an Event of Default specified in clause (6) above with respect to the Company or the Issuer occurs and is continuing, then all unpaid principal of, and premium or Additional Amounts, if any, and accrued and unpaid

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interest on, all of the outstanding Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

The Indenture provides that, at any time after a declaration of acceleration with respect to the Notes as described in the two preceding paragraphs, the Holders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences:

- (1) if the rescission would not conflict with any judgment or decree;
- (2) if all existing Events of Default have been cured or waived except nonpayment of principal, Additional Amounts or interest that has become due solely because of the acceleration;
- (3) to the extent the payment of such interest is lawful, interest on overdue installments of interest, overdue principal and overdue Additional Amounts, which has become due otherwise than by such declaration of acceleration, has been paid;
- (4) if either the Company or the Issuer has paid the Trustee its reasonable compensation and reimbursed the Trustee for its expenses, disbursements and advances; and
- (5) in the event of the cure or waiver of an Event of Default of the type described in clause (6) of the description above of Events of Default, the Trustee shall have received an officers' certificate and an opinion of counsel that such Event of Default has been cured or waived.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

The Holders of a majority in principal amount of the Notes may waive any existing Default or Event of Default under the Indenture, and its consequences, except a default in the payment of the principal of or interest on any Notes.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture and under the TIA. Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee indemnity satisfactory to it. Subject to all provisions of the Indenture and applicable law, the Holders of a majority in aggregate principal amount of the then outstanding Notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

Under the Indenture, either the Company or the Issuer is required to provide an officers' certificate to the Trustee promptly upon any such officer obtaining knowledge of any Default or Event of Default (*provided* that, such officers shall provide such certification at least annually whether or not they know of any Default or Event of Default) that has occurred and, if applicable, describe such Default or Event of Default and the status thereof.

Legal Defeasance and Covenant Defeasance

The Issuer may, at its option and at any time, elect to have its obligations discharged with respect to the outstanding Notes ("Legal Defeasance"). Such Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, except for:

- (1) the rights of Holders to receive payments in respect of the principal of, premium or Additional Amounts, if any, and interest on, the Notes when such payments are due;
- (2) the Issuer's obligations with respect to the Notes concerning issuing temporary notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payments;
- (3) the rights, powers, trust, duties and immunities of the Trustee and the Issuer's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have the obligations of the Issuer released with respect to certain covenants that are described in the Indenture (“Covenant Defeasance”) and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, reorganization and insolvency events) described under “—Events of Default” will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company or the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, non-callable U.S. government obligations, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium or Additional Amounts, if any, and interest on, the Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an opinion of counsel in the United States of America reasonably acceptable to the Trustee confirming that:

(a) the Issuer has received from, or there has been published by the Internal Revenue Service a ruling; or

(b) since the date of the Indenture, there has been a change in the applicable federal income tax law;

in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an opinion of counsel in the United States of America reasonably acceptable to the Trustee confirming that the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing) or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Indenture (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing) or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(6) the Issuer shall have delivered to the Trustee an officers’ certificate stating that the deposit was not made by the Company or the Issuer with the intent of preferring the Holders over any other creditors of the Company or the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or the Issuer or others;

(7) the Issuer shall have delivered to the Trustee an officers’ certificate and an opinion of counsel, each stating that all conditions precedent provided for, or relating to, the Legal Defeasance or the Covenant Defeasance have been complied with;

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- (8) the Issuer shall have delivered to the Trustee an opinion of counsel to the effect that:
 - (a) the trust funds will not be subject to any rights of holders of Senior Debt, including those arising under the Indenture; and
 - (b) after the 91st day following the deposit, the trust funds will not be subject to the effect of the preference provisions of Section 547 of the United States Federal Bankruptcy Code; and
- (9) certain other customary conditions precedent are satisfied.

Notwithstanding the foregoing, the opinion of counsel required by clause (2) above with respect to a Legal Defeasance need not be delivered if all Notes not therefor delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable on the maturity date within one year under arrangements satisfactory to the Trustee for giving of notice of redemption by the Trustee in the name, and at the expense, of the Company or the Issuer.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when

- (1) either:
 - (a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company or the Issuer and thereafter repaid to the Company or the Issuer or discharged from such trust) have been delivered to the Trustee for cancellation; or
 - (b) all Notes not theretofore delivered to the Trustee for cancellation have (i) become due and payable, pursuant to an optional redemption notice or otherwise or (ii) will become due and payable within one year or are to be called for redemption within one year, and the Company or the Issuer has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium or Additional Amounts, if any, and interest on, the Notes to the date of deposit together with irrevocable instructions from the Company or the Issuer directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be; and
- (2) the Company or the Issuer has paid all other sums payable under the Indenture by the Company or the Issuer.

The Trustee will acknowledge the satisfaction and discharge of the Indenture if the Issuer has delivered to the Trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Modification of the Indenture

From time to time, the Company, the Issuer, the Guarantors and the Trustee, without the consent of the Holders, may amend the Indenture to:

- (1) cure any ambiguity, defect or inconsistency;
- (2) provide for uncertificated notes in addition to or in place of certificated notes or to alter the provisions of the Indenture relating to the form of the Notes (including the related definitions) in a manner that does not materially adversely affect the legal rights of any Holder;

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- (3) provide for the assumption of the Company's, the Issuer's, Holdings' or a Guarantor's obligations to the Holders by a successor to the Company, the Issuer, Holdings or a Guarantor pursuant to the "Merger, Consolidation and Sale of Assets" covenant;
- (4) make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any Holder;
- (5) comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA;
- (6) provide for the issuance of Notes issued after the Issue Date in accordance with the limitations set forth in the Indenture;
- (7) allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the Notes; *provided* that any such supplemental indenture and/or Guarantee need only be executed by the Company, the Issuer and such Guarantor;
- (8) provide for the issuance of exchange notes or private exchange notes; or
- (9) conform the text of the Indenture, the Guarantees or the Notes to any provision of the "Description of the Notes" in the Final Offering Memorandum to the extent that such provision in such "Description of the Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Guarantees or the Notes.

Other modifications and amendments of the Indenture may be made with the consent of the Holders of a majority in principal amount of the then outstanding Notes issued under the Indenture, except that, without the consent of each Holder affected thereby, no amendment may:

- (1) reduce the amount of Notes whose Holders must consent to an amendment;
- (2) reduce the rate of or change or have the effect of changing the time for payment of interest or Additional Amounts, including defaulted interest, on any Notes;
- (3) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption or reduce the redemption price therefor;
- (4) make any Notes payable in money other than that stated in the Notes;
- (5) make any change in the provisions of the Indenture protecting the right of each Holder to receive payment of principal of, Additional Amounts, if any, and interest on such Note on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of Notes to waive Defaults or Events of Default;
- (6) after the Company's or the Issuer's obligation to purchase Notes arises thereunder, amend, change or modify in any material respect the obligation of the Company or the Issuer to make and consummate a Change of Control Offer in the event of a Change of Control or modify any of the provisions or definitions with respect thereto after a Change of Control has occurred; or
- (7) modify or change any provision of the Indenture or the related definitions affecting the subordination or ranking of the Notes in a manner which adversely affects the Holders.

However, no amendment may be made to the subordination provisions of the Indenture that adversely affects the rights of any holder of Senior Debt of the Company, the Issuer, Holdings or a Guarantor then outstanding unless the holders of such Senior Debt (or their Representative) consent to such change.

Governing Law

The Indenture provides that it and the Notes will be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

The Trustee

The Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such rights and powers vested in it by the Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

The Indenture and the provisions of the TIA contain certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payments of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. Subject to the TIA, the Trustee is permitted to engage in other transactions; *provided* that if the Trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict or resign.

No Personal Liability of Officers, Directors, Employees or Stockholders

No director, officer, employee, incorporator or stockholder of Holdings, the Company or any Subsidiary of the Company (other than the Company, the Issuer, Holdings or any Guarantor) will have any liability for any obligations of Holdings, the Company or any Subsidiary of the Company under the Notes, the Indenture or any Guarantee or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder, by accepting a Note, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes. Such waiver and release may not be effective to waive liabilities under U.S. federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms, as well as any other terms used herein for which no definition is provided.

“2010 Transactions” means the closing of the Acquisition, offering of the 2018 Notes on December 14, 2010, borrowings made on December 14, 2010 pursuant to the Credit Facilities and the repayment of certain Indebtedness of the Company and Holdings with the proceeds of such borrowings and issuance of the 2018 Notes.

“2013 Accounts Receivable Facility” means the 364-day, \$300 million revolving accounts receivable securitization facility, entered into on October 21, 2013 by the Company, as further described in the Final Offering Memorandum.

“2014 Transactions” means offering of the 2022 Notes and the 2024 Notes on June 4, 2014, borrowings made on June 4, 2014 pursuant to the Credit Facilities and the repayment of the 2018 Notes with the proceeds of such offerings and borrowings.

“2015 Transactions” means offering of the 2025 Notes on May 14, 2015 and borrowings by the Company of up to \$1,040,000,000 of term loans due 2022 pursuant to the Credit Facilities.

“2016 Transactions” means offering of the 2026 Notes on June 9, 2016 and borrowings by the Company of up to \$500,000,000 of term loans due 2023 pursuant to the Credit Facilities.

“2018 Transactions” means offering of the Original Notes on the Issue Date and borrowings by the Company of up to \$700,000,000 of tranche E term loans due 2023 pursuant to the Credit Facilities as described in the Final Offering Memorandum.

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“2018 Notes” means the Company’s 7.75% Senior Subordinated Notes due 2018 issued under the Indenture dated December 14, 2010, among the Company, Holdings and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.

“2020 Notes” means the Company’s 5.50% Senior Subordinated Notes due 2020 issued under the Indenture dated October 15, 2012, among the Company, Holdings and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.

“2022 Notes” means the Company’s 6.000% Senior Subordinated Notes due 2022 issued under an Indenture dated June 4, 2014, among the Company, Holdings and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.

“2024 Notes” means the Company’s 6.500% Senior Subordinated Notes due 2024 issued under an Indenture dated June 4, 2014, among the Company, Holdings and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.

“2025 Notes” means the Company’s 6.500% Senior Subordinated Notes due 2025 issued under an Indenture dated May 14, 2015, among the Company, Holdings and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.

“2026 Notes” means the Company 6.375% Senior Subordinated Notes due 2026 issued under an Indenture dated June 9, 2016, among the Company, Holdings and the subsidiary guarantors from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.

“Acquired Indebtedness” means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Company or at the time it merges or consolidates with or into the Company or any of its Subsidiaries or that is assumed in connection with the acquisition of assets from such Person, including Indebtedness incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Company or such acquisition, merger or consolidation.

“Acquisition” means the acquisition of all the equity interests of McKechnie Aerospace Holdings, Inc., a Delaware corporation, from McKechnie Holdings LLC, pursuant to a Stock Purchase Agreement, dated as of September 25, 2010, by and among McKechnie Holdings LLC, the Company and TD Group.

“Affiliate” means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative of the foregoing.

Notwithstanding the foregoing, no Person (other than the Company or any Subsidiary of the Company) in whom a Securitization Entity makes an Investment in connection with a Qualified Securitization Transaction shall be deemed to be an Affiliate of the Company or any of its Subsidiaries solely by reason of such Investment.

“Asset Acquisition” means (a) an Investment by the Company or any Restricted Subsidiary of the Company in any other Person pursuant to which such Person shall become a Restricted Subsidiary of the Company, or shall be merged with or into the Company or any Restricted Subsidiary of the Company or (b) the acquisition by the Company or any Restricted Subsidiary of the Company of the assets of any Person (other than a Restricted Subsidiary of the Company) other than in the ordinary course of business.

“Asset Sale” means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer for value by the Company or

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any of its Restricted Subsidiaries (including any Sale and Leaseback Transaction) to any Person other than the Company or a Restricted Subsidiary of the Company of:

- (1) any Capital Stock of any Restricted Subsidiary of the Company, or
- (2) any other property or assets of the Company or any Restricted Subsidiary of the Company other than in the ordinary course of business; *provided, however*, that Asset Sales or other dispositions shall not include:
 - (a) a transaction or series of related transactions for which the Company or its Restricted Subsidiaries receive aggregate consideration of less than \$10.0 million;
 - (b) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the assets of the Company as permitted under “—Certain Covenants—Merger, Consolidation and Sale of Assets” or any disposition that constitutes a Change of Control;
 - (c) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof;
 - (d) disposals or replacements of obsolete equipment in the ordinary course of business;
 - (e) the sale, lease, conveyance, disposition or other transfer by the Company or any Restricted Subsidiary of assets or property to one or more Restricted Subsidiaries in connection with Investments permitted under the “Limitation on Restricted Payments” covenant or pursuant to any Permitted Investment;
 - (f) sales of accounts receivable, equipment and related assets (including contract rights) of the type specified in the definition of “Qualified Securitization Transaction” to a Securitization Entity for the fair market value thereof, including cash in an amount at least equal to 75% of the fair market value thereof as determined in accordance with GAAP (for the purposes of this clause (f), Purchase Money Notes shall be deemed to be cash);
 - (g) dispositions of cash or Cash Equivalents; and
 - (h) the creation of a Lien (but not the sale or other disposition of the property subject to such Lien).

“Bank Indebtedness” means all Obligations pursuant to the Credit Facilities.

“Board of Directors” means:

- (1) with respect to a corporation, the board of directors of the corporation;
- (2) with respect to a partnership, the board of directors of the general partner of the partnership; and
- (3) with respect to any other Person, the board or committee of such Person serving a similar function.

“Board Resolution” means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification.

“Capital Stock” means:

- (1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock, of such Person and
- (2) with respect to any Person that is not a corporation, any and all partnership or other equity interests of such Person.

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“Capitalized Lease Obligations” means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under GAAP and, for purposes of this definition, the amount of such obligations at any date shall be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

“Cash Equivalents” means:

- (1) marketable direct obligations issued by or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States of America, in each case maturing within one year from the date of acquisition thereof;
- (2) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the three highest ratings obtainable from either S&P or Moody’s;
- (3) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody’s;
- (4) certificates of deposit or bankers’ acceptances maturing within one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any U.S. branch of a foreign bank or by a bank organized under the laws of any foreign country recognized by the United States of America, in each case having at the date of acquisition thereof combined capital and surplus of not less than \$250.0 million (or the foreign currency equivalent thereof);
- (5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) above entered into with any bank meeting the qualifications specified in clause (4) above; and
- (6) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (1) through (5) above.

“Change of Control” means the occurrence of one or more of the following events:

- (1) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company or Holdings to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a “Group”), other than to the Company (in the case of the assets of Holdings);
- (2) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture);
- (3) any Person or Group shall become the beneficial owner, directly or indirectly, of shares representing more than 50% of the total ordinary voting power represented by the issued and outstanding Capital Stock of the Company or Holdings; or
- (4) the failure of the Company to be the beneficial owner, directly or indirectly, of Capital Stock having 100% of the voting power of either the Issuer or any successor Person to the Issuer, following the consummation of one or a series of related transactions in compliance with the covenant described under “—Certain Covenants—Merger, Consolidation and Sale of Assets”.

“Common Stock” of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person’s common stock, whether outstanding on the Issue Date or issued after the Issue Date, and includes all series and classes of such common stock.

“Consolidated EBITDA” means, with respect to any Person, for any period, the sum (without duplication) of such Person’s:

- (1) Consolidated Net Income; and
- (2) to the extent Consolidated Net Income has been reduced thereby:
 - (a) all income taxes and foreign withholding taxes and taxes based on capital and commercial activity (or similar taxes) of such Person and its Restricted Subsidiaries paid or accrued in accordance with GAAP for such period;
 - (b) Consolidated Interest Expense;
 - (c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period (other than normal accruals in the ordinary course of business), all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP;
 - (d) restructuring costs, facilities relocation costs and acquisition integration costs and fees, including cash severance payments made in connection with acquisitions;
 - (e) any expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by the Indenture, including a refinancing thereof (whether or not successful) and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the 2010 Transactions, the 2014 Transactions, the 2015 Transactions, the 2016 Transactions or the 2018 Transactions;
 - (f) any write-offs, write-downs or other non-cash charges, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period and the write-off or write-down of current assets;
 - (g) the amount of any expense related to minority interests;
 - (h) [intentionally omitted];
 - (i) the amount of any earn out payments or deferred purchase price in conjunction with acquisitions;
 - (j) any costs or expenses incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of issuance of Qualified Capital Stock of the Company (other than Disqualified Stock that is Preferred Stock); and
 - (k) any Dividend Equivalent Payments; and
- (3) decreased by (without duplication) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any gains that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period (other than such cash charges that have been added back to Consolidated Net Income in calculating Consolidated EBITDA in accordance with this definition).

“Consolidated Fixed Charge Coverage Ratio” means, with respect to any Person, the ratio of Consolidated EBITDA of such Person during the four full fiscal quarters (the “Four-Quarter Period”) ending prior to the date of the transaction giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio for which internal financial statements are available (the “Transaction Date”) to Consolidated Fixed Charges of such Person for the Four-Quarter Period. In addition to, and without limitation of, the foregoing, for purposes of this

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definition, “Consolidated EBITDA” and “Consolidated Fixed Charges” shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness or the issuance of any Designated Preferred Stock of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness or the issuance or redemption of other Preferred Stock (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to revolving credit facilities, occurring during the Four-Quarter Period or at any time subsequent to the last day of the Four-Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment or issuance or redemption, as the case may be (and the application of the proceeds thereof), had occurred on the first day of the Four-Quarter Period; and

(2) any Asset Sales or other dispositions or Asset Acquisitions (including any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness and also including any Consolidated EBITDA attributable to the assets which are the subject of the Asset Acquisition or Asset Sale or other disposition and without regard to clause (6) of the definition of Consolidated Net Income), investments, mergers, consolidations and disposed operations (as determined in accordance with GAAP) occurring during the Four-Quarter Period or at any time subsequent to the last day of the Four-Quarter Period and on or prior to the Transaction Date, as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence or assumption of any such Acquired Indebtedness), investment, merger, consolidation or disposed operation occurred on the first day of the Four-Quarter Period. If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such other Indebtedness that was so guaranteed.

Furthermore, in calculating “Consolidated Fixed Charges” for purposes of determining the denominator (but not the numerator) of this “Consolidated Fixed Charge Coverage Ratio”:

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date; and

(2) notwithstanding clause (1) of this paragraph, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Interest Swap Obligations, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting officer of the Company. In addition, any such pro forma calculation may include adjustments appropriate, in the reasonable determination of the Company, to reflect operating expense reductions reasonably expected to result from any acquisition or merger.

“Consolidated Fixed Charges” means, with respect to any Person for any period, the sum of, without duplication:

(1) Consolidated Interest Expense; plus

(2) the product of (x) the amount of all cash dividend payments on any series of Preferred Stock of such Person times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated Federal, state and local income tax rate of such Person, expressed as

a decimal (as estimated in good faith by the chief financial officer of the Company, which estimate shall be conclusive); plus

(3) the product of (x) the amount of all dividend payments on any series of Permitted Subsidiary Preferred Stock times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated Federal, state and local income tax rate of such Person, expressed as a decimal (as estimated in good faith by the chief financial officer of the Company, which estimate shall be conclusive); *provided* that with respect to any series of Preferred Stock that did not pay cash dividends during such period but that is eligible to pay dividends during any period prior to the maturity date of the Notes, cash dividends shall be deemed to have been paid with respect to such series of Preferred Stock during such period for purposes of this clause (3).

“Consolidated Interest Expense” means, with respect to any Person for any period, the sum of, without duplication:

(1) the aggregate of all cash and non-cash interest expense (net of interest income) with respect to all outstanding Indebtedness of such Person and its Restricted Subsidiaries, including the net costs associated with Interest Swap Obligations, for such period determined on a consolidated basis in conformity with GAAP, but excluding (i) amortization or write-off of debt issuance costs, deferred financing fees, commissions, fees and expenses, (ii) any expensing of bridge, commitment and other financing fees, (iii) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Qualified Securitization Transaction and (iv) any prepayment fee or premium paid in connection with the refinancing or repayment of any Indebtedness;

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; and

(3) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period as determined on a consolidated basis in accordance with GAAP.

“Consolidated Net Income” means, for any period, the aggregate net income (or loss) of the Company and its Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP and without any deduction in respect of Preferred Stock dividends; *provided* that there shall be excluded therefrom to the extent otherwise included, without duplication:

(1) gains and losses from Assets Sales (without regard to the \$10.0 million limitation set forth in the definition thereof) and the related tax effects according to GAAP;

(2) gains and losses due solely to fluctuations in currency values and the related tax effects according to GAAP;

(3) all extraordinary, unusual or non-recurring charges, gains and losses (including all restructuring costs, facilities relocation costs, acquisition integration costs and fees, including cash severance payments made in connection with acquisitions, and any expense or charge related to the repurchase of Capital Stock or warrants or options to purchase Capital Stock), and the related tax effects according to GAAP;

(4) the net income (or loss) from disposed or discontinued operations or any net gains or losses on disposal of disposed or discontinued operations, and the related tax effects according to GAAP;

(5) any impairment charge or asset write-off (other than the write-off or write-down of current assets), in each case pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP;

(6) the net income (or loss) of any Person acquired in a pooling of interests transaction accrued prior to the date it becomes a Restricted Subsidiary of the Company or is merged or consolidated with or into the Company or any Restricted Subsidiary of the Company;

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(7) solely for the purpose of determining the amount available for Restricted Payments under clause (ii) of the first paragraph of “Limitation on Restricted Payments,” the net income (but not loss) of any Restricted Subsidiary of the Company (other than the Issuer or a Guarantor) to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of the Company of that income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; *provided* that Consolidated Net Income of the Company will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Company or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(8) the net loss of any Person, other than a Restricted Subsidiary of the Company;

(9) the net income of any Person, other than a Restricted Subsidiary of the Company, except to the extent of cash dividends or distributions paid to the Company or a Restricted Subsidiary of the Company by such Person;

(10) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person’s assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets;

(11) any non-cash compensation charges and deferred compensation charges, including any arising from existing stock options resulting from any merger or recapitalization transaction; *provided, however*, that Consolidated Net Income for any period shall be reduced by any cash payments made during such period by such Person in connection with any such deferred compensation, whether or not such reduction is in accordance with GAAP; and

(12) inventory and backlog purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments with respect to acquisition transactions.

For purposes of clause (ii)(v) of the first paragraph of the “Limitation on Restricted Payments” covenant, Consolidated Net Income shall be reduced by any cash dividends paid with respect to any series of Designated Preferred Stock.

“Consolidated Non-cash Charges” means, with respect to any Person, for any period, the aggregate depreciation, amortization and other non-cash charges, impairments and expenses of such Person and its Restricted Subsidiaries reducing Consolidated Net Income of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges that require an accrual of or a reserve for cash payments for any future period other than accruals or reserves associated with mandatory repurchases of equity securities). For clarification purposes, purchase accounting adjustments with respect to inventory will be included in Consolidated Non-cash Charges.

“Credit Facilities” means the second amended and restated credit agreement dated as of June 4, 2014 among the Company, TD Group, the lenders party thereto in their capacities as lenders thereunder, Credit Suisse AG, as administrative agent and collateral agent, and any other agent party thereto, and any amendments, supplements, modifications, extensions, replacements, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that extend, replace, refund, refinance, renew or defease any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof (*provided* that such increase in borrowings is permitted under the covenant “Limitation on Incurrence of Additional Indebtedness”).

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“Currency Agreement” means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Company or any Restricted Subsidiary of the Company against fluctuations in currency values.

“Default” means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

“Designated Non-cash Consideration” means any non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale (including any Asset Sale occurring after the Issue Date and prior to the Issue Date) that is designated as Designated Non-cash Consideration pursuant to an officers’ certificate executed by the principal executive officer and the principal financial officer of the Company or such Restricted Subsidiary at the time of such Asset Sale. Any particular item of Designated Non-cash Consideration will cease to be considered to be outstanding once it has been sold for cash or Cash Equivalents.

“Designated Preferred Stock” means Preferred Stock that is so designated as Designated Preferred Stock pursuant to an officers’ certificate executed by the principal executive officer and the principal financial officer of the Company, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (ii)(w) of the first paragraph of the “Limitation on Restricted Payments” covenant.

“Designated Senior Debt” means

- (1) Indebtedness under the Credit Facilities; and
- (2) any other Indebtedness constituting Senior Debt which, at the time of determination, has an aggregate principal amount of at least \$25.0 million and is specifically designated in the instrument evidencing such Senior Debt as “Designated Senior Debt,” including “Designated Senior Debt” for purposes of the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2025 Notes and the 2026 Notes, by the Company or the Issuer.

“Disqualified Capital Stock” means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

- (1) matures or is mandatorily redeemable (other than redeemable only for Capital Stock of such Person which is not itself Disqualified Capital Stock) pursuant to a sinking fund obligation or otherwise;
- (2) is convertible or exchangeable at the option of the holder for Indebtedness or Disqualified Capital Stock; or
- (3) is mandatorily redeemable or must be purchased upon the occurrence of certain events or otherwise, in whole or in part;

in each case on or prior to the final maturity date of the Notes; *provided, however*, that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof the right to require such Person to purchase or redeem such Capital Stock upon the occurrence of an “asset sale” or “change of control” occurring prior to the final maturity date of the Notes shall not constitute Disqualified Capital Stock if:

- (1) the “asset sale” or “change of control” provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the terms applicable to the Notes and described under the “Limitation on Asset Sales” covenant and “—Change of Control”; and
- (2) any such requirement only becomes operative after compliance with such terms applicable to the Notes, including the purchase of any Notes tendered pursuant thereto.

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The amount of any Disqualified Capital Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Capital Stock is to be determined pursuant to the Indenture; *provided, however*, that if such Disqualified Capital Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Capital Stock as reflected in the most recent internal financial statements of such Person.

“Dividend Equivalent Payment” means a payment in cash or Cash Equivalents to any director, officer or employee of Holdings or any of its Subsidiaries that is a holder of unexercised warrants, options or other rights to acquire Qualified Capital Stock (other than Qualified Capital Stock that is Preferred Stock) of Holdings, which payment represents a dividend or distribution by Holdings that such holder would have received had such holder’s warrants, options or other rights to acquire been exercised on the date of such dividend or distribution.

“Domestic Restricted Subsidiary” means any direct or indirect Restricted Subsidiary of the Company that is incorporated under the laws of the United States of America, any State thereof or the District of Columbia.

“Equity Offering” means any issuance of Qualified Capital Stock of Holdings or the Company; provided that, in the event such equity issuance is not in the form of a public offering registered under the Securities Act, the proceeds received by the Company directly or indirectly from such offering are not less than \$10.0 million.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

“Excluded Contribution” means net cash proceeds, Marketable Securities or Qualified Proceeds received by the Company after December 14, 2010 from:

- (1) contributions to its common equity capital, and
- (2) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company,

in each case designated as Excluded Contributions pursuant to an officers’ certificate executed by an executive vice president and the principal financial officer of the Company on the date such capital contributions are made or the date such Capital Stock is sold, as the case may be, which are excluded from the calculation set forth in clause (ii) of the first paragraph under “—Certain Covenants—Limitation on Restricted Payments.”

“fair market value” means, with respect to any asset or property, the price which could be negotiated in an arm’s-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair market value shall be determined by the Board of Directors of the Company acting reasonably and in good faith.

“Final Offering Memorandum” means the final version of the Offering Memorandum relating to the offering of the Notes dated May 2, 2018.

“Foreign Restricted Subsidiary” means any Restricted Subsidiary of the Company that is not a Domestic Restricted Subsidiary.

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States of America, as in effect as of December 14, 2010.

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“Guarantee” means:

- (1) the guarantee of the Notes by Holdings, the Company and the Domestic Restricted Subsidiaries of the Company in accordance with the terms of the Indenture; and
- (2) the guarantee of the Notes by any Restricted Subsidiary of the Company required under the terms of the “Future Guarantees by Restricted Subsidiaries” covenant.

“Guarantor” means any Restricted Subsidiary of the Company (other than the Issuer) that incurs a Guarantee; *provided* that upon the release and discharge of any such Restricted Subsidiary from its Guarantee in accordance with the Indenture, such Restricted Subsidiary shall cease to be a Guarantor.

“Hedging Agreement” means any agreement with respect to the hedging of price risk associated with the purchase of commodities used in the business of the Company and its Restricted Subsidiaries, so long as any such agreement has been entered into in the ordinary course of business and not for purposes of speculation.

“Holdings” means TransDigm Group Incorporated, a Delaware corporation.

“Immaterial Domestic Restricted Subsidiary” means, at any date of determination, any Restricted Subsidiary of the Company (other than the Issuer) that (i) contributed 2.5% or less of Consolidated EBITDA of the Company for the period of four fiscal quarters most recently ended more than forty-five (45) days prior to the date of determination and (ii) had consolidated assets representing 2.5% or less of Total Assets on the last day of the most recent fiscal quarter ended more than forty-five (45) days prior to the date of determination.

“Indebtedness” means, with respect to any Person, without duplication:

- (1) all Obligations of such Person for borrowed money;
- (2) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (3) all Capitalized Lease Obligations of such Person;
- (4) all Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business);
- (5) all Obligations for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction;
- (6) guarantees and other contingent obligations in respect of Indebtedness referred to in clauses (1) through
- (7) above and clause (8) below;
- (8) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any Lien on any property or asset of such Person, the amount of such Obligation being deemed to be the lesser of the fair market value of such property or asset and the amount of the Obligation so secured;
- (9) all Obligations under Currency Agreements and interest swap agreements of such Person; and
- (10) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any.

Notwithstanding the foregoing, in connection with the purchase by the Company or any Restricted Subsidiary of the Company of any business, the term “Indebtedness” will exclude post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing

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balance sheet or such payment depends on the performance of such business after the closing; *provided, however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 60 days thereafter. For clarification purposes, the liability of the Company or any Restricted Subsidiary of the Company to make periodic payments to licensors in consideration for the license of patents and technical information under license agreements in existence on the Issue Date and any amount payable in respect of a settlement of disputes with respect to such payments thereunder shall not constitute Indebtedness.

For purposes hereof, the “maximum fixed repurchase price” of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Capital Stock, such fair market value shall be determined reasonably and in good faith by the Board of Directors of the issuer of such Disqualified Capital Stock. For the purposes of calculating the amount of Indebtedness of a Securitization Entity outstanding as of any date, the face or notional amount of any interest in receivables or equipment that is outstanding as of such date shall be deemed to be Indebtedness but any such interests held by Affiliates of such Securitization Entity shall be excluded for purposes of such calculation.

For the purposes hereof, the amount of any Indebtedness described in clause (8) of the first paragraph of this definition in the net amount payable (after giving effect to permitted set off) if such Currency Agreements or interest swap agreements are terminated at that time due to a default of such Person.

“Interest Swap Obligations” means the obligations of any Person pursuant to any arrangement with any other Person, whereby directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include interest rate swaps, caps, floors, collars and similar agreements.

“Investment” means, with respect to any Person, any direct or indirect loan or other extension of credit (including a guarantee) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any Person. “Investment” shall exclude extensions of trade credit by the Company and its Restricted Subsidiaries in accordance with normal trade practices of the Company or such Restricted Subsidiary, as the case may be.

Except as otherwise provided herein, the amount of an Investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in its fair market value.

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

“Issue Date” means May 8, 2018.

“Lien” means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

“Marketable Securities” means publicly traded debt or equity securities that are listed for trading on a national securities exchange and that were issued by a corporation whose debt securities are rated in one of the three highest rating categories by either S&P or Moody’s.

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“Moody’s” means Moody’s Investors Service, Inc. or any successor thereto.

“Net Cash Proceeds” means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by the Company or any of its Restricted Subsidiaries from such Asset Sale net of:

- (1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including legal, accounting and investment banking fees and sales commissions and title and recording tax expenses);
- (2) all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of such Asset Sale;
- (3) appropriate amounts to be provided by the Company or any Restricted Subsidiary of the Company, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary of the Company, as the case may be, after such Asset Sale, including pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale;
- (4) all distributions and other payments required to be made to minority interest holders in Restricted Subsidiaries as a result of such Asset Sale; and
- (5) all payments made on any Indebtedness which is secured by any assets subject to such Asset Sale, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Sale, or by applicable law, be repaid out of the proceeds from such Asset Sale.

“Obligations” means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

“Permitted Business” means any business (including stock or assets) that derives a majority of its revenues from the business engaged in by the Company and its Restricted Subsidiaries on the Issue Date and/or activities that are reasonably similar, ancillary or related to, or are a reasonable extension, development or expansion of, the businesses in which the Company and its Restricted Subsidiaries are engaged on the Issue Date.

“Permitted Indebtedness” means, without duplication, each of the following:

- (1) Indebtedness under the Notes (other than any Additional Notes);
- (2) Indebtedness of the Company or any of its Restricted Subsidiaries incurred pursuant to the Credit Facilities in an aggregate principal amount at any time outstanding not to exceed \$2,900.0 million less:
 - (a) the aggregate amount of Indebtedness of Securitization Entities at the time outstanding,
 - (b) the amount of all mandatory principal payments actually made by the Company or any such Restricted Subsidiary since the Issue Date with the Net Cash Proceeds of an Asset Sale in respect of term loans under a credit facility (excluding any such payments to the extent refinanced at the time of payment), and
 - (c) any repayments of revolving credit borrowings under the Credit Facilities with the Net Cash Proceeds of an Asset Sale that are accompanied by a corresponding commitment reduction thereunder; *provided* that the amount of Indebtedness permitted to be incurred pursuant to the Credit Facilities in accordance with this clause (2) shall be in addition to any Indebtedness permitted to be incurred pursuant to a credit facility in reliance on, and in accordance with, clauses (7), (13), (14) and (15) below;

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- (3) other indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date (including the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2025 Notes and the 2026 Notes) reduced by the amount of any scheduled amortization payments or mandatory prepayments when actually paid or permanent reductions thereon;
- (4) Interest Swap Obligations of the Company or any of its Restricted Subsidiaries covering Indebtedness of the Company or any of its Restricted Subsidiaries; *provided* that any Indebtedness to which any such Interest Swap Obligations correspond is otherwise permitted to be incurred under the Indenture; *provided* further that such Interest Swap Obligations are entered into, in the judgment of the Company, to protect the Company or any of its Restricted Subsidiaries from fluctuation in interest rates on its outstanding Indebtedness;
- (5) Indebtedness of the Company or any Restricted Subsidiary of the Company under Hedging Agreements and Currency Agreements;
- (6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any such Restricted Subsidiaries; *provided, however*, that:
- (a) if the Company is the obligor on such Indebtedness and the payee is a Restricted Subsidiary that is not the Issuer or a Guarantor, such Indebtedness is expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Notes, and
- (b) (1) any subsequent issuance or transfer of Capital Stock that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary thereof and (2) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary thereof (other than by way of granting a Lien permitted under the Indenture or in connection with the exercise of remedies by a secured creditor) shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);
- (7) Indebtedness (including Capitalized Lease Obligations) incurred by the Company or any of its Restricted Subsidiaries to finance the purchase, lease or improvement of property (real or personal) or equipment (whether through the direct purchase of assets or the Capital Stock of any person owning such assets) in an aggregate principal amount outstanding not to exceed \$150.0 million;
- (8) Refinancing Indebtedness (other than Refinancing Indebtedness with respect to Indebtedness incurred pursuant to clause (2) of this definition);
- (9) guarantees by the Company and its Restricted Subsidiaries of each other's Indebtedness; *provided* that such Indebtedness is permitted to be incurred under the Indenture; *provided* further that in the event such Indebtedness (other than Acquired Indebtedness) is incurred pursuant to the Consolidated Fixed Charge Coverage Ratio, such guarantees are by the Company, the Issuer or a Guarantor only;
- (10) Indebtedness arising from agreements of the Company or a Restricted Subsidiary of the Company providing for indemnification, adjustment of purchase price, earn out or other similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Restricted Subsidiary of the Company, other than guarantees of Indebtedness, incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; *provided* that the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Company and its Restricted Subsidiaries in connection with such disposition;
- (11) obligations in respect of performance and surety bonds and completion guarantees provided by the Company or any Restricted Subsidiary of the Company in the ordinary course of business;
- (12) the incurrence by a Securitization Entity of Indebtedness in a Qualified Securitization Transaction that is non-recourse to the Company or any Subsidiary of the Company (except for Standard Securitization Undertakings);

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(13) Indebtedness incurred by the Company, the Issuer or any of the Guarantors in connection with the acquisition of a Permitted Business; *provided* that on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof and the use of proceeds therefrom, either

(a) the Company would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Consolidated Fixed Charge Coverage Ratio or

(b) the Consolidated Fixed Charge Coverage Ratio of the Company would be greater than the Consolidated Fixed Charge Coverage Ratio of the Company immediately prior to the incurrence of such Indebtedness;

(14) additional Indebtedness of the Company, the Issuer and the Guarantors (which amount may, but need not, be incurred in whole or in part under a credit facility) (it being understood that any Indebtedness incurred pursuant to this clause (14) shall cease to be deemed incurred or outstanding for purposes of this clause but shall be deemed incurred pursuant to the covenant entitled "Limitation on Incurrence of Additional Indebtedness" from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness pursuant to the covenant entitled "Limitation on Incurrence of Additional Indebtedness" without reliance on this clause (14), subject to further redivision and reclassification pursuant to the final paragraph of this definition) in an aggregate principal amount that does not exceed \$125.0 million at any one time outstanding;

(15) additional Indebtedness of the Foreign Restricted Subsidiaries in an aggregate principal amount which (when combined with the liquidation value of all series of outstanding Permitted Subsidiary Preferred Stock) does not exceed \$300.0 million at any one time outstanding (which amount may, but need not, be incurred in whole or in part under a credit facility) (it being understood that any Indebtedness incurred pursuant to this clause (15) shall cease to be deemed incurred or outstanding for purposes of this clause (15) but shall be deemed incurred pursuant to the covenant entitled "Limitation on Incurrence of Additional Indebtedness" from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness pursuant to the covenant entitled "Limitation on Incurrence of Additional Indebtedness" without reliance on this clause (15), subject to further redivision and reclassification pursuant to the final paragraph of this definition);

(16) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided, however*, that such Indebtedness is extinguished within five business days of incurrence; and

(17) Indebtedness of the Company or any of its Restricted Subsidiaries represented by letters of credit for the account of the Company or such Restricted Subsidiary, as the case may be, issued in the ordinary course of business of the Company or such Restricted Subsidiary, including in order to provide security for workers' compensation claims or payment obligations in connection with self-insurance or similar requirements in the ordinary course of business and other Indebtedness with respect to workers' compensation claims, self-insurance obligations, performance, surety and similar bonds and completion guarantees provided by the Company or any Restricted Subsidiary of the Company in the ordinary course of business.

For purposes of determining compliance with the "Limitation on Incurrence of Additional Indebtedness" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (17) above or is entitled to be incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of such covenant, the Company shall, in its sole discretion, divide and classify (or later redivide and reclassify) such item of Indebtedness in any manner that complies with such covenant. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified

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Capital Stock for purposes of the “Limitation on Incurrence of Additional Indebtedness” covenant. For the avoidance of doubt, all debt incurred in connection with the 2018 Transactions under the new term loan shall be deemed incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of the “Limitation on Incurrence of Additional Indebtedness” covenant.

“Permitted Investments” means:

- (1) Investments by the Company or any Restricted Subsidiary of the Company in the Company or any Restricted Subsidiary of the Company (other than a Restricted Subsidiary of the Company in which an Affiliate of the Company that is not a Restricted Subsidiary of the Company holds a minority interest) (whether existing on the Issue Date or created thereafter) or any other Person (including by means of any transfer of cash or other property) if as a result of such Investment such other Person shall become a Restricted Subsidiary of the Company (other than a Restricted Subsidiary of the Company in which an Affiliate of the Company that is not a Restricted Subsidiary of the Company holds a minority interest) or that will merge with or consolidate into the Company or a Restricted Subsidiary of the Company and Investments in the Company by the Company or any Restricted Subsidiary of the Company;
- (2) Investments in cash and Cash Equivalents;
- (3) Investments in property and other assets owned or used by the Company or any Restricted Subsidiary in the ordinary course of business;
- (4) loans and advances (including payroll, travel and similar advances) to employees and officers of the Company and its Restricted Subsidiaries for bona fide business purposes incurred in the ordinary course of business or consistent with past practice or to fund such Person’s purchase of Capital Stock of the Company or any direct or indirect parent of the Company pursuant to compensatory plans approved by the Board of Directors in good faith;
- (5) Currency Agreements, Hedging Agreements and Interest Swap Obligations entered into in the ordinary course of business and otherwise in compliance with the Indenture;
- (6) Investments in securities of trade creditors or customers received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers or in good faith settlement of delinquent obligations of such trade creditors or customers;
- (7) Investments made by the Company or its Restricted Subsidiaries as a result of consideration received in connection with an Asset Sale made in compliance with the “Limitation on Asset Sales” covenant;
- (8) Investments required pursuant to any agreement or obligation of the Company or a Restricted Subsidiary, in effect on the Issue Date, to make such Investments;
- (9) Investments existing on the Issue Date;
- (10) accounts receivable created or acquired and advances to suppliers created or incurred in the ordinary course of business;
- (11) guarantees by the Company or a Restricted Subsidiary of the Company permitted to be incurred under the Indenture;
- (12) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (12) that are at that time outstanding, not to exceed the greater of (A) \$150.0 million and (B) 4% of the Company’s Total Assets;
- (13) any Investment by the Company or a Subsidiary of the Company in a Securitization Entity or any Investment by a Securitization Entity in any other Person in connection with a Qualified Securitization Transaction; *provided* that any Investment in a Securitization Entity is in the form of a Purchase Money Note or an equity interest;

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(14) Investments the payment for which consists exclusively of Qualified Capital Stock of the Company;

(15) guarantees by the Company or any Restricted Subsidiary of the Company of Indebtedness of the Company or a Restricted Subsidiary of the Company of Indebtedness permitted by the covenant described under “—Limitation on Incurrence of Additional Indebtedness”; and

(16) any Investment in any Person to the extent it consists of prepaid expenses, negotiable instruments held for collection and lease, utility and workers’ compensation, performance and other similar deposits made in the ordinary course of business.

“Permitted Subsidiary Preferred Stock” means any series of Preferred Stock of a Foreign Restricted Subsidiary that constitutes Qualified Capital Stock, the liquidation value of all series of which, when combined with the aggregate amount of outstanding Indebtedness of the Foreign Restricted Subsidiaries incurred pursuant to clause (15) of the definition of Permitted Indebtedness, does not exceed \$15.0 million.

“Person” means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

“Preferred Stock” of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

“Productive Assets” means assets (including Capital Stock) that are used or usable by the Company and its Restricted Subsidiaries in Permitted Businesses.

“Purchase Money Note” means a promissory note of a Securitization Entity evidencing a line of credit, which may be irrevocable, from the Company or any Subsidiary of the Company in connection with a Qualified Securitization Transaction to a Securitization Entity, which note shall be repaid from cash available to the Securitization Entity other than amounts required to be established as reserves pursuant to agreements, amounts paid to investors in respect of interest and principal and amounts paid in connection with the purchase of newly generated receivables or newly acquired equipment.

“Qualified Capital Stock” means any Capital Stock that is not Disqualified Capital Stock.

“Qualified Proceeds” means assets that are used or useful in, or Capital Stock of any Person engaged in, a Permitted Business; *provided* that the fair market value of any such assets or Capital Stock shall be determined by the Board of Directors of the Company in good faith.

“Qualified Securitization Transaction” means any transaction or series of transactions that may be entered into by the Company or any of its Restricted Subsidiaries pursuant to which the Company or any of its Subsidiaries may sell, convey or otherwise transfer to:

- (1) a Securitization Entity (in the case of a transfer by the Company or any of its Restricted Subsidiaries); and
- (2) any other Person (in the case of a transfer by a Securitization Entity);

or may grant a security interest in any accounts receivable or equipment (whether now existing or arising or acquired in the future) of the Company or any of its Restricted Subsidiaries, and any assets related thereto including all collateral securing such accounts receivable and equipment, all contracts and contract rights and all guarantees or other obligations in respect of such accounts receivable and equipment, proceeds of such accounts receivable and equipment and other assets (including contract rights) which are customarily transferred or in respect of which security interests are customarily granted in connection with assets securitization transactions involving accounts receivable and equipment. For the avoidance of doubt, transactions consummated under the 2013 Accounts Receivable Facility (as in effect on the Issue Date) are Qualified Securitization Transactions.

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“Rating Agencies” means Moody’s and S&P or, if Moody’s or S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company that shall be substituted for Moody’s or S&P or both, as the case may be.

“Refinance” means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. “Refinanced” and “Refinancing” shall have correlative meanings.

“Refinancing Indebtedness” means any Refinancing, modification, replacement, restatement, refunding, deferral, extension, substitution, supplement, reissuance or resale of Indebtedness existing on the Issue Date or thereafter incurred (other than intercompany Indebtedness), including any additional Indebtedness incurred to pay interest or premiums required by the instruments governing such then-existing or thereafter-incurred future Indebtedness as in effect at the time of issuance thereof (“Required Premiums”) and fees in connection therewith; *provided* that any such event shall not:

(1) directly or indirectly result in an increase in the aggregate principal amount of Permitted Indebtedness, except to the extent such increase is a result of a simultaneous incurrence of additional Indebtedness:

- (a) to pay Required Premiums and related fees; or
- (b) otherwise permitted to be incurred under the Indenture; and

(2) create Indebtedness with a Weighted Average Life to Maturity at the time such Indebtedness is incurred that is less than the Weighted Average Life to Maturity at such time of the Indebtedness being refinanced, modified, replaced, renewed, restated, refunded, deferred, extended, substituted, supplemented, reissued or resold.

“Registration Rights Agreement” means the Registration Rights Agreement dated as of the Issue Date, among the Company, the Issuer, Holdings, the Guarantors and Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the initial purchasers of the Notes.

“Representative” means the indenture trustee or other trustee, agent or representative in respect of any Designated Senior Debt; *provided* that if, and for so long as, any Designated Senior Debt lacks such a representative, then the Representative for such Designated Senior Debt shall at all times constitute the holders of a majority in outstanding principal amount of such Designated Senior Debt in respect of any Designated Senior Debt.

“Restricted Subsidiary” of any Person means any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary.

“S&P” means S&P Global Ratings (a division of S&P Global Inc.), or any successor thereto.

“Sale and Leaseback Transaction” means any direct or indirect arrangement with any Person or to which any such Person is a party providing for the leasing to the Company or a Restricted Subsidiary of the Company of any property, whether owned by the Company or any such Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person or to any other Person from whom funds have been or are to be advanced by such Person on the security of such property.

“SEC” means the U.S. Securities and Exchange Commission.

“Secured Debt” means any Indebtedness secured by a Lien.

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“Securities Act” means the Securities Act of 1933, as amended.

“Securitization Entity” means a Wholly Owned Subsidiary of the Company (or another Person in which the Company or any Subsidiary of the Company makes an Investment and to which the Company or any Subsidiary of the Company transfers accounts receivable or equipment and related assets) which engages in no activities other than in connection with the financing of accounts receivable or equipment and which is designated by the Board of Directors of the Company (as provided below) as a Securitization Entity. For the avoidance of doubt, TransDigm Receivables LLC constitutes a Securitization Entity as of the Issue Date:

- (1) no portion of the Indebtedness or any other Obligations (contingent or otherwise) of which:
 - (a) is guaranteed by the Company or any Restricted Subsidiary of the Company (excluding guarantees of Obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);
 - (b) is recourse to or obligates the Company or any Restricted Subsidiary of the Company in any way other than pursuant to Standard Securitization Undertakings; or
 - (c) subjects any property or asset of the Company or any Restricted Subsidiary of the Company, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;
- (2) with which neither the Company nor any Restricted Subsidiary of the Company has any material contract, agreement, arrangement or understanding other than on terms no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company, other than fees payable in the ordinary course of business in connection with servicing receivables of such entity; and
- (3) to which neither the Company nor any Restricted Subsidiary of the Company has any obligations to maintain or preserve such entity’s financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution of the Company giving effect to such designation and an officers’ certificate certifying that such designation complied with foregoing conditions.

“Senior Debt” means the principal of, premium, if any, and interest (including any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law) on any Indebtedness of the Company, the Issuer, Holdings or any Guarantor, whether outstanding on the Issue Date or thereafter created, incurred or assumed, unless, in the case of any particular Indebtedness, the instrument creating or evidencing the same or pursuant to which the same is outstanding expressly provides that such Indebtedness shall be subordinate or *pari passu* in right of payment to the Notes or the Guarantees, as the case may be. Without limiting the generality of the foregoing, “Senior Debt” shall also include the principal of, premium, if any, interest (including any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law) on, and all other amounts owing in respect of:

- (x) all monetary obligations of every nature of the Company, the Issuer, Holdings or any Guarantor under the Credit Facilities, including obligations to pay principal and interest, reimbursement obligations under letters of credit, fees, expenses and indemnities;
- (y) all Interest Swap Obligations (and guarantees thereof); and
- (z) all obligations (and guarantees thereof) under Currency Agreements and Hedging Agreements, in each case whether outstanding on the Issue Date or thereafter incurred.

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Notwithstanding the foregoing, “Senior Debt” shall not include:

- (i) any Indebtedness of the Company, the Issuer, Holdings or a Guarantor to the Company, the Issuer, Holdings or to a Subsidiary of the Company;
- (ii) any Indebtedness of the Company, the Issuer, Holdings or any Guarantor to, or guaranteed by the Company, the Issuer, Holdings or any Guarantor on behalf of, any shareholder, director, officer or employee of the Company, the Issuer, Holdings or any Subsidiary of the Company (including amounts owed for compensation) other than a shareholder who is also a lender (or an Affiliate of a lender) under the Credit Facilities;
- (iii) any amounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities but excluding secured purchase money obligations);
- (iv) Indebtedness represented by Disqualified Capital Stock;
- (v) any liability for Federal, state, local or other taxes owed or owing by the Company, the Issuer, any of the Guarantors or Holdings;
- (vi) that portion of any Indebtedness incurred in violation of the Indenture provisions set forth under “— Certain Covenants—Limitation on Incurrence of Additional Indebtedness” (but, as to any such obligation, no such violation shall be deemed to exist for purposes of this clause (vi) if the holder(s) of such obligation or their representative and the Trustee shall have received an officers’ certificate of the Company or the Issuer to the effect that the incurrence of such Indebtedness does not (or in the case of revolving credit indebtedness, that the incurrence of the entire committed amount thereof at the date on which the initial borrowing thereunder is made would not) violate such provisions of the Indenture);
- (vii) Indebtedness which, when incurred and without respect to any election under Section 1111(b) of Title 11, United States Code, is without recourse to the Company, the Issuer any of the Guarantors or Holdings, as applicable; and
- (viii) any Indebtedness which is, by its express terms, subordinated in right of payment to any other Indebtedness of the Company, the Issuer, any of the Guarantors or Holdings.

“Senior Subordinated Debt” means, with respect to a Person, the Notes (in the case of the Issuer), the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2025 Notes and the 2026 Notes (in the case of the Company), Guarantees or the guarantees of the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2025 Notes and the 2026 Notes (in the case of the Issuer, a Guarantor or Holdings) and any other Indebtedness of such Person that specifically provides that such Indebtedness is to rank *pari passu* with the Notes or such Guarantee, as the case may be, in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligation of such Person which is not Senior Debt of such Person.

“Significant Subsidiary” with respect to any Person, means any Restricted Subsidiary of such Person that satisfies the criteria for a “significant subsidiary” set forth in Rule 1-02(w) of Regulation S-X under the Securities Act.

“Standard Securitization Undertakings” means representations, warranties, covenants and indemnities entered into by the Company or any subsidiary of the Company which are reasonably customary, as determined in good faith by the Board of Directors of the Company, in an accounts receivable or equipment transaction.

“Subsidiary” with respect to any Person, means:

- (i) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly, by such Person; or
- (ii) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

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“Total Assets” means, as of any date, the total consolidated assets of the Company and its Restricted Subsidiaries, as set forth on the Company’s most recently available internal consolidated balance sheet as of such date.

“Unrestricted Subsidiary” of any Person means:

- (1) any Subsidiary of such Person that at the time of determination shall be, or continue to be, designated an Unrestricted Subsidiary by the Board of Directors of such Person in the manner provided below; and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) (other than the Issuer) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated or another Unrestricted Subsidiary; *provided* that:

- (1) the Company certifies to the Trustee that such designation complies with the “Limitation on Restricted Payments” covenant; and
- (2) each Subsidiary to be so designated and each of its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any of its Restricted Subsidiaries.

The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if (x) immediately after giving effect to such designation, the Company is able to incur at least \$1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the “Limitation on Incurrence of Additional Indebtedness” covenant and (y) immediately before and immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing. Any such designation by the Board of Directors of the Company shall be evidenced by a Board Resolution giving effect to such designation and an officers’ certificate certifying that such designation complied with the foregoing provisions.

Actions taken by an Unrestricted Subsidiary will not be deemed to have been taken, directly or indirectly, by the Company or any Restricted Subsidiary.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

- (1) the then outstanding aggregate principal amount of such Indebtedness; into
- (2) the sum of the total of the products obtained by multiplying:
 - (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof; by
 - (b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

“Wholly Owned Subsidiary” of any Person means any Subsidiary of such Person of which all the outstanding voting securities (other than in the case of a Restricted Subsidiary that is incorporated in a jurisdiction other than a State in the United States of America or the District of Columbia, directors’ qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Subsidiary of such Person.

BOOK-ENTRY, DELIVERY AND FORM

The original notes were sold to qualified institutional buyers in reliance on Rule 144A (the “Rule 144A Notes”), and in offshore transactions in reliance on Regulation S (the “Regulation S Notes”). The original notes were issued in registered, global form in minimum denominations of \$200,000 and integral multiples of \$1,000 in excess of \$200,000.

Rule 144A Notes are currently represented by one or more global notes in registered form without interest coupons (collectively, the “Rule 144A Global Notes”), and the Regulation S Notes are currently represented by one or more global notes in registered form without interest coupons (collectively, the “Temporary Regulation S Global Notes”). Beneficial ownership interests in a Temporary Regulation S Global Note will be exchangeable for interests in a Rule 144A Global Note, a permanent global note (the “Permanent Regulation S Global Note”), or a definitive note in registered certificated form (a “Certificated Note”), only after the expiration of the Distribution Compliance Period, as defined in the indenture, and then only (i) upon certification in form reasonably satisfactory to the Trustee that beneficial ownership interests in such Temporary Regulation S Global Note are owned either by non-U.S. persons or U.S. persons who purchased such interests in a transaction that did not require registration under the Securities Act and (ii) in the case of an exchange for a Certificated Note, in compliance with the requirements described under “—Exchange of Global Notes for Certificated Notes.” The Temporary Regulation S Global Note and the Permanent Regulation S Global Note are referred to herein as the “Regulation S Global Notes” and the Rule 144A Global Notes and the Regulation S Global Notes are collectively referred to herein as the “Global Notes.” The Global Notes were deposited upon issuance with the Trustee as custodian for The Depository Trust Company (“DTC”), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Rule 144A Global Notes may not be exchanged for beneficial interests in the Regulation S Global Notes at any time except in the limited circumstances described below. See “—Exchanges Between Regulation S Notes and Rule 144A Notes.”

The exchange notes issued in exchange for the original notes will be represented by one or more fully registered global notes, without interest coupons and will be deposited upon issuance with the Trustee as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant, including Clearstream Banking, S.A. and Euroclear Bank S.A./N.V., as operator of the Euroclear System, as described below.

Except as set forth below, the global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the global notes may not be exchanged for notes in certificated form except in the limited circumstances described below. See “—Exchange of Global Notes for Certificated Notes.” Except in the limited circumstances described below, owners of beneficial interests in the global notes will not be entitled to receive physical delivery of exchange notes in certificated form.

Transfers of beneficial interests in the global notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. Neither the Company nor the Trustee takes any responsibility for these operations and procedures, and investors are urged to contact the system or their participants directly to discuss these matters.

DTC has advised the Company that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the “Participants”) and to facilitate the clearance and settlement of

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transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through, or maintain a custodial relationship with, a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants.

The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised the Company that, pursuant to procedures established by it:

(1) upon deposit of the global notes, DTC will credit the accounts of Participants designated by the initial purchasers with portions of the principal amount of the global notes; and

(2) ownership of these interests in the global notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the global notes).

Investors in the global notes who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in the global notes who are not Participants may hold their interests therein indirectly through organizations which are Participants in such system. All interests in a global note may be subject to the procedures and requirements of DTC. The laws of some states require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a global note to such Persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a Person having beneficial interests in a global note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of an interest in the global notes will not have exchange notes registered in their names, will not receive physical delivery of exchange notes in certificated form and will not be considered the registered owners or "holders" thereof under the indenture for any purpose.

Payments in respect of the principal of, and interest and premium and additional interest, if any, on a global note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the indenture. Under the terms of the indenture, the Company and the Trustee will treat the Persons in whose names the exchange notes, including the global notes, are registered as the owners of the exchange notes for the purpose of receiving payments and for all other purposes.

Consequently, neither the Company nor the Trustee nor any agent of the Company or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to, or payments made on account of, beneficial ownership interest in the global notes or for maintaining, supervising or reviewing any of DTC's records, or any Participant's or Indirect Participant's records, relating to the beneficial ownership interests in the global notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

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DTC has advised the Company that its current practice, upon receipt of any payment in respect of securities such as the exchange notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of exchange notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Company. Neither the Company nor the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the exchange notes, and the Company and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between Participants in DTC will be effected in accordance with DTC's procedures and will be settled in same-day funds.

DTC has advised the Company that it will take any action permitted to be taken by a holder of exchange notes only at the direction of one or more Participants to whose account DTC has credited the interests in the global notes and only in respect of such portion of the aggregate principal amount of the exchange notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the exchange notes, DTC reserves the right to exchange the global notes for legended exchange notes in certificated form and to distribute such exchange notes to its Participants.

Neither the Company nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC or the Participants or Indirect Participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for certificated notes if:

- (1) DTC (a) notifies the Company that it is unwilling or unable to continue as depository for the Global Notes, and DTC fails to appoint a successor depository or (b) has ceased to be a clearing agency registered under the Exchange Act;
- (2) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of the certificated notes; or
- (3) there has occurred and is continuing a Default with respect to the exchange notes.

In addition, beneficial interests in a Global Note may be exchanged for certificated notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the indenture. In all cases, certificated notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes.

Exchanges Between Regulation S Notes and Rule 144A Notes

Beneficial interests in the Temporary Regulation S Global Note may be exchanged for beneficial interests in the Permanent Regulation S Global Note or the Rule 144A Global Note only after the expiration of the Distribution Compliance Period and then only upon certification in form reasonably satisfactory to the Trustee that beneficial ownership interests in such Temporary Regulation S Note are owned by, or being transferred to, either non-U.S. persons or U.S. persons who purchased such interests in a transaction that did not require registration under the Securities Act.

Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate (in the form provided in the indenture) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available).

Transfers involving exchanges of beneficial interests between the Regulation S Global Notes and the Rule 144A Global Notes will be effected in DTC by means of an instruction originated by the Trustee through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a Person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for so long as it remains such an interest.

Same Day Settlement and Payment

The Company will make payments in respect of the exchange notes represented by the global notes (including principal, premium, if any, interest and additional interest, if any) by wire transfer of immediately available funds to the accounts specified by the global note holder. The Company will make all payments of principal, interest and premium and additional interest, if any, with respect to certificated notes by wire transfer of immediately available funds to the accounts specified by the holders of the certificated notes or, if no such account is specified, by mailing a check to each such holder's registered address. The exchange notes represented by the global notes are expected to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any certificated notes will also be settled in immediately available funds.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax considerations relevant to the exchange offer and the ownership and disposition of the exchange notes but does not purport to be a complete analysis of all potential tax effects. The discussion is based upon the Internal Revenue Code of 1986, as amended, or the Code, U.S. Treasury Regulations issued thereunder, Internal Revenue Service, or IRS, rulings and pronouncements and judicial decisions now in effect, all of which are subject to differing interpretations and subject to change at any time. Any such change or differing interpretations may be applied retroactively in a manner that could adversely affect a holder of the exchange notes. This discussion does not address all of the U.S. federal income tax considerations that may be relevant to a holder in light of such holder's particular circumstances or to holders subject to special rules, such as banks and other financial institutions, U.S. expatriates, insurance companies, brokers, dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities holdings, partnerships or other pass-through entities or investors therein, regulated investment companies, personal holding companies, pension funds, real estate investment trusts, individual retirement and other tax-deferred accounts, holders subject to the alternative minimum tax, "controlled foreign corporations" or "passive foreign investment companies" (as such terms are defined in the Code), U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, tax-exempt organizations and persons holding the notes as part of a "straddle," "hedge," "conversion transaction" or other integrated transaction. In addition, this discussion is limited to investors who purchased the original notes for cash at original issue and at their issue price (generally, the first price at which a substantial amount of the notes are sold to investors for cash (excluding sales to bondhouses, brokers or similar organizations acting in the capacity of underwriters, placement agents or wholesalers)), and who are receiving the exchange notes in the exchange offer, and does not address subsequent purchasers of the original notes. Moreover, the effect of any applicable state, local or non-U.S. tax laws, and any U.S. federal tax other than income tax, such as estate and gift tax, is not discussed. The discussion deals only with notes held as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment).

As used herein, "U.S. Holder" means a beneficial owner of the notes that is or is treated for U.S. federal income tax purposes as:

- an individual that is a citizen or resident of the U.S.;
- a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust, if a U.S. court can exercise primary supervision over the administration of the trust and one or more "United States persons," as defined in Section 7701(a)(30) of the Code, have the authority to control all substantial decisions of the trust, or if the trust was in existence on August 20, 1996, and it has a valid election in effect under applicable U.S. Treasury Regulations to continue to be treated as a United States person.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds the original notes or will hold the exchange notes, the tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. Partners and partnerships should consult their own tax advisors as to the tax considerations of the exchange offer and ownership of the exchange notes.

No ruling from the IRS or opinion of counsel has or will be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax considerations of the exchange offer and the ownership or disposition of the exchange notes or that any such position would not be sustained.

THIS DISCUSSION IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE VIEWED AS TAX ADVICE. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH REGARD TO THE APPLICATION OF THE TAX CONSIDERATIONS DISCUSSED BELOW TO THEIR PARTICULAR SITUATIONS AS WELL AS THE APPLICATION OF ANY STATE, LOCAL, NON-U.S. OR OTHER TAX LAWS, INCLUDING GIFT AND ESTATE TAX LAWS, ANY TAX TREATIES, AND THE POSSIBLE EFFECTS OF ANY CHANGES IN U.S. OR OTHER TAX LAWS, INCLUDING THE 2017 LEGISLATION COMMONLY KNOWN AS THE TAX CUTS AND JOBS ACT.

Exchange of Original Notes for Exchange Notes

The exchange of the original notes for the exchange notes will not be a taxable exchange for U.S. federal income tax purposes, and you will not recognize taxable gain or loss as a result of such exchange. Your adjusted tax basis and holding period in the exchange notes will equal your adjusted tax basis and holding period in the original notes exchanged for them.

Ownership and Disposition of Exchange Notes

Additional Payments

In certain circumstances (see “Description of the Exchange Notes—Additional Amounts” and “Description of the Exchange Notes—Change of Control”), we may be obligated to pay amounts in excess of principal plus stated interest on the exchange notes. It is possible that the IRS could assert that such additional or excess amounts are “contingent payments” and that, as a result, the exchange notes are properly treated as contingent payment debt instruments for U.S. federal income tax purposes. However, the relevant U.S. Treasury Regulations state that, for purposes of determining whether a debt instrument is a contingent payment debt instrument, contingencies which are either remote or incidental as of the issue date are ignored. We believe that, as of the issue date, the likelihood of paying such additional or excess amounts on the exchange notes is remote and/or incidental. Accordingly, we do not intend to treat the exchange notes as contingent payment debt instruments, and this discussion assumes that the exchange notes will not be treated as contingent payment debt instruments for U.S. federal income tax purposes. Our determination that these contingencies are remote and/or incidental is binding on a holder unless such holder discloses its contrary position in the manner required by applicable U.S. Treasury Regulations. Our determination is not binding on the IRS, however, and if the IRS were to successfully challenge the determination, the amount, character, and timing of the income recognized by a holder may be materially different from the consequences discussed herein. Potential investors are urged to consult their own tax advisors regarding the potential treatment of the exchange notes as contingent payment debt instruments. The remainder of this discussion assumes that the exchange notes are not treated as contingent payment debt instruments.

U.S. Holders

This discussion is a summary of the U.S. federal income tax considerations that will apply to U.S. Holders. Certain U.S. federal income tax considerations applicable to non-U.S. Holders are described below under the heading “—Non-U.S. Holders.”

Stated Interest

Payments of stated interest on the exchange notes generally will be treated as “qualified stated interest” for U.S. federal income tax purposes and taxable to a U.S. Holder as ordinary interest income at the time that such payments are received or accrued, in accordance with such U.S. Holder’s regular method of accounting for U.S. federal income tax purposes.

Foreign Tax Credits

Interest (including any Additional Amounts) paid by the Issuer with respect to an exchange note will constitute foreign source income for U.S. federal income tax purposes, which may be relevant to U.S. Holders in calculating their foreign tax credit limitations. A U.S. Holder may be entitled to deduct or credit foreign withheld tax, subject to applicable limitations in the Code. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For U.S. foreign tax credit purposes, interest income on a note generally will be considered “passive category” income or, in the hands of certain U.S. Holders, “general category” income. The rules governing the U.S. foreign tax credit are complex, and U.S. Holders are encouraged to consult their tax advisors regarding the availability of the credit under their particular circumstances.

Sale, Redemption, Retirement or Other Taxable Disposition of the Exchange Notes

A U.S. Holder will recognize gain or loss on the sale, exchange (other than a tax-free transaction), redemption, retirement or other taxable disposition of an exchange note equal to the difference, if any, between the amount realized upon the disposition (other than amounts attributable to any accrued and unpaid interest, which will be taxable as described under “—Stated Interest” above, to the extent not previously taxed) and the U.S. Holder’s adjusted tax basis in the exchange note. A U.S. Holder’s amount realized upon the disposition equals the sum of the cash plus the fair market value of any property received on the disposition. A U.S. Holder’s adjusted basis in an exchange note will equal the basis in the original note exchanged therefor, which generally will be the U.S. Holder’s initial investment in such original note reduced by any cash payments received on the original note other than stated interest. Any gain or loss generally will be a capital gain or loss and will be a long-term capital gain or loss if the U.S. Holder has held the exchange note (including the period such holder held the original note exchanged therefor) for more than one year. Otherwise, such gain or loss will be a short-term capital gain or loss. Certain non-corporate U.S. Holders (including individuals) currently are eligible for preferential rates of U.S. federal income tax in respect of long-term capital gain. The deductibility of capital losses by U.S. Holders is subject to limitations under the Code.

Surtax on Net Investment Income

Certain U.S. Holders who are individuals, estates or trusts will be required to pay a 3.8% surtax on the lesser of (i) the U.S. Holder’s “net investment income” (or “undistributed net investment income” in the case of an estate or trust) for the relevant taxable year and (ii) the excess of the U.S. Holder’s modified adjusted gross income (or adjusted gross income in the case of an estate or trust) for the taxable year over a certain threshold. A U.S. Holder’s net investment income generally will include interest and gains from the sale or other taxable disposition of the exchange notes. Prospective investors should consult their own tax advisors regarding the effect, if any, of this surtax on their investment in the exchange notes.

Tax Return Disclosure Obligation with Respect to Foreign Financial Assets

Certain owners of “specified foreign financial assets” with an aggregate value in excess of certain threshold amounts may be required to file an information report with respect to such assets with their tax returns. “Specified foreign financial assets” include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties, and (iii) interests in foreign entities. Under these rules, the exchange notes (or accounts in which the exchange notes are held) may be treated as “specified foreign financial assets.” U.S. Holders are urged to consult their own tax advisors regarding the application of this reporting requirement to their investment in the exchange notes.

Backup Withholding and Information Reporting

A U.S. Holder may be subject to information reporting and backup withholding (currently at a rate of 24%) with respect to interest on the exchange notes and the proceeds received upon the sale or other disposition of such

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exchange notes (including a redemption or retirement). Certain holders (currently including, among others, certain tax-exempt organizations and corporations) generally are not subject to information reporting or backup withholding. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and such holder:

- fails to furnish its taxpayer identification number, or TIN, which, for an individual, is ordinarily his or her social security number, or a certification of exempt status;
- furnishes an incorrect TIN;
- is notified by the IRS that it has failed to properly report payments of interest or dividends; or
- fails to certify, under penalties of perjury (generally on a properly completed and executed IRS Form W-9) that it has furnished a correct TIN and that the IRS has not notified the U.S. Holder that it is subject to backup withholding.

U.S. Holders should consult their own tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. Backup withholding is not an additional tax, and taxpayers may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Non-U.S. Holders

The following is a summary of certain U.S. federal income and withholding tax considerations generally applicable to non-U.S. Holders. A “non-U.S. Holder” is a beneficial owner of the notes that is neither a U.S. Holder nor a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes). Non-U.S. Holders are encouraged to consult their own tax advisors concerning the relevant U.S. federal, state and local and any non-U.S. tax considerations that may be relevant to their particular situations.

Stated Interest

Subject to the discussion below concerning backup withholding, interest paid by the Issuer on an exchange note (which, for purposes of this discussion, includes any payments on the exchange note that may be treated as interest for U.S. federal income tax purposes) to a non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax, unless such payments are effectively connected with such non-U.S. Holder’s conduct of a U.S. trade or business (and, if required by an applicable tax treaty, are attributable to a “permanent establishment” or “fixed base” maintained by the non-U.S. Holder in the U.S.). A non-U.S. Holder generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder (but without regard to the surtax on net investment income discussed above), however, with respect to interest on an exchange note if such interest is effectively connected with the non-U.S. Holder’s conduct of a trade or business within the U.S. (and, if required by an applicable tax treaty, is attributable to a “permanent establishment” or “fixed base” maintained by the non-U.S. Holder in the U.S.). Under certain circumstances, interest that is effectively connected with a corporate non-U.S. Holder’s conduct of a trade or business within the U.S. may be subject to an additional “branch profits tax” at a 30% rate (or a lower applicable treaty rate, provided certain certification requirements are met). For this purpose, interest on an exchange note will be included in earnings and profits if such interest is effectively connected with the conduct by such corporate non-U.S. Holder of a trade or business in the United States.

Sale, Redemption, Retirement or Other Taxable Disposition of the Exchange Notes

Subject to the discussion below concerning backup withholding, a non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on gain recognized on the sale, exchange, redemption, retirement or other taxable disposition of an exchange note unless:

- that gain is effectively connected with the non-U.S. Holder's conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, is attributable to a "permanent establishment" or "fixed base" maintained by the non-U.S. Holder in the U.S.); or
- the non-U.S. Holder is an individual who is present in the U.S. for 183 days or more in the taxable year of the disposition and certain other conditions are met.

Gain realized by a non-U.S. Holder described in the first bullet point above generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder (but without regard to the surtax on net investment income discussed above). In addition, under certain circumstances, gain that is effectively connected with a corporate non-U.S. Holder's conduct of a U.S. trade or business may be subject to an additional "branch profits tax" at the rate of 30% (or a lower applicable treaty rate, provided certain certification requirements are met). Gain realized by a non-U.S. Holder described in the second bullet point above generally will be subject to tax at a rate of 30% (or a lower applicable treaty rate, provided certain certification requirements are met) to the extent of the excess of such holder's U.S.-source capital gains during the tax year over U.S.-source capital losses during such tax year.

To the extent that the amount realized on any sale, exchange, redemption or other taxable disposition of the exchange notes is attributable to accrued but unpaid interest, such amount will be treated as interest for U.S. federal income tax purposes.

Backup Withholding and Information Reporting

We will, where required, report to non-U.S. Holders and to the IRS the amount of any principal and interest paid on the exchange notes and proceeds from the sale or other taxable disposition (including a retirement or redemption) of the exchange notes. Copies of these information returns may be made available under the provisions of a specific treaty or other agreement to the tax authorities of the country in which the non-U.S. Holder resides or is organized.

Backup withholding will not apply to payments of interest made by us or the paying agent to a non-U.S. Holder of an exchange note if the holder certifies its non-U.S. status under penalty of perjury on a properly executed IRS Form W-8BEN or W-8BEN-E (or appropriate successor form), as applicable, or otherwise establishes an exemption, provided that neither we nor our paying agent have actual knowledge or reason to know that the non-U.S. Holder is a United States person for U.S. federal income tax purposes that is not an exempt recipient or that the conditions of any other exemption are not, in fact, satisfied.

Backup withholding is not an additional tax. Non-U.S. Holders generally may use amounts withheld as a credit against their U.S. federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS. Non-U.S. Holders should consult their own tax advisors regarding application of backup withholding in their particular circumstances, the availability of an exemption from information reporting and backup withholding, and the procedure for obtaining such an exemption, if available.

CERTAIN UNITED KINGDOM TAX CONSIDERATIONS

The following summary is of a general nature and applies only to persons who are the beneficial owners of the notes. It is a non-exhaustive summary of the Issuer's understanding of current law and practice in the United Kingdom as at the date of this prospectus relating to United Kingdom stamp duty and the United Kingdom withholding tax treatments of payments in respect of the notes. Some aspects may not apply to certain classes of persons (such as dealers, collective investment schemes and persons connected with the Issuer), to whom special rules may apply. The United Kingdom tax treatment of holders of the notes depends on their individual circumstances and may be subject to change in the future, possibly with retrospective effect. This summary is not intended to be, nor should it be construed to be, legal or tax advice. Holders of the notes who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Interest on the Notes

Payment of Interest on the Notes

Payments of interest on the notes may be made without withholding or deduction for or on account of United Kingdom income tax provided that the notes are and remain listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. The Irish Stock Exchange, on which the original notes are listed as of the date of this prospectus, is a recognised stock exchange for those purposes. The exchange notes will be treated as listed on the Irish Stock Exchange if they are officially listed in Ireland in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Global Exchange Market in accordance with the rules of the Irish Stock Exchange.

Provided, therefore, that the notes are and remain so listed, interest on the notes will be payable by the Issuer without withholding or deduction for or on account of United Kingdom income tax.

If the notes are not or cease to be so listed, interest will be paid by the Issuer under deduction of United Kingdom income tax at the basic rate (currently 20%) unless (i) any other exemption or relief applies, or (ii) the Issuer has received a direction to the contrary from H.M. Revenue and Customs, or HMRC, in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty. In certain circumstances and subject to certain exceptions, the Issuer will be obliged to gross-up payments on the notes to ensure that the holders receive a net payment equal to the payment which they would have received had no such deduction or withholding for or on account of United Kingdom income tax been required. See "Description of the Exchange Notes—Additional Amounts."

The references to "interest" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the notes or any related documentation.

Holders of the notes may wish to note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest or the amount payable on the redemption of notes, as applicable) from any person in the United Kingdom who either pays, or credits interest to, or receives interest for the benefit of, a holder of notes or, in the case of notes that are "deeply discounted securities" (as defined in Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005) who either pays amounts payable on the redemption of notes to, or receives such amounts for the benefit of, a holder of notes. Information so obtained may, in certain circumstances, be exchanged by HMRC with the tax authorities of the jurisdiction in which the holder is resident for tax purposes.

Payments by Any Guarantor

The United Kingdom withholding tax treatment of payments made by any guarantor under the terms of the guarantee by TD Group and its subsidiaries in respect of interest on the notes (or other amounts due under the notes) is uncertain. In particular, such payments by any guarantor may not be eligible for the exemption in respect of securities listed on a recognized stock exchange described above in relation to payments of interest by the Issuer. Accordingly, if any guarantor makes any such payments, these may be subject to United Kingdom withholding tax at the basic rate (currently 20%).

Stamp Duty and Stamp Duty Reserve Tax

No United Kingdom stamp duty or stamp duty reserve tax is payable on the exchange of the exchange notes for the original notes or, assuming that (i) the interest on the notes does not exceed a reasonable commercial return on the nominal amount of the capital and (ii) any right on repayment of the notes to an amount which exceeds the nominal amount of the notes is reasonably comparable with what is generally repayable (in respect of a similar nominal amount of capital) under the terms of issue of loan capital listed in the Official List of the London Stock Exchange, on a transfer of the notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes 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 notes. 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 notes received in exchange for original notes where such original notes were acquired as a result of market-marketing activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

We will not receive any proceeds from any such sale of exchange notes by broker-dealers. Exchange notes 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 notes 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 at 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 notes. Any broker-dealer that resells exchange notes 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 notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commissions 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 we 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. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LISTING AND GENERAL INFORMATION

Listing

As of the date of this prospectus, the original notes have been admitted to the Official List of the Irish Stock Exchange trading as Euronext Dublin and trading on the Global Exchange Market of Euronext Dublin. It is intended that application will be made to the Irish Stock Exchange for the exchange notes to be admitted to the Official List thereof and trading on the Global Exchange Market. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC. The Issuer will use its commercially reasonable efforts to, with respect to the exchange notes, obtain and, with respect to the original notes and the exchange notes, for so long as such notes are outstanding, maintain the listing of such notes on the Official List of the Irish Stock Exchange or, if at any time the Issuer determines that it will not obtain or maintain such listing on the Official List of the Irish Stock Exchange, it will use its commercially reasonable efforts to obtain (prior to delisting, if applicable) and thereafter maintain a listing of such notes on another “recognised stock exchange” as defined in Section 1005 of the UK Income Tax Act 2007.

So long as the notes are listed on the Official List of the Irish Stock Exchange and are traded on the Global Exchange Market and the rules of such exchange shall so require, physical copies of the articles of association of the Issuer, those of the guarantors and the indenture (including the guarantees granted thereunder), and copies of all of our annual financial statements and those for all subsequent fiscal years will be available free of charge at

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the office of the Issuer at Suite 1, 3rd Floor 11-12 St. James's Square, London, United Kingdom, SW1Y 4LB. Our audited financial statements for the fiscal years ended September 30, 2018 and 2017 have been filed with the Irish Stock Exchange and are incorporated by reference herein.

Incorporation of the Issuer

TransDigm UK Holdings plc, a public limited company incorporated under the laws of England and Wales, has its registered office at Suite 1, 3rd Floor 11-12 St. James's Square, London, United Kingdom, SW1Y 4LB. The Issuer was incorporated on April 2, 2015 as a private limited company as a wholly-owned subsidiary of TD Group and re-registered as a public limited company on April 23, 2018. The Issuer is registered with the Companies House in the United Kingdom under registration number 09525594 and its telephone number is (216) 706-2960.

Corporate Authority

The Issuer obtained all necessary consents, approvals and authorizations in connection with the issuance and performance of the exchange notes on November 8, 2018.

Persons Responsible

We accept responsibility for the information contained in these Listing Particulars and confirm that, to the best of our knowledge and having taken all reasonable care to ensure that such is the case, the information contained in these Listing Particulars is in accordance with the facts and contains no omission which would render such information inaccurate or misleading.

Litigation

In the 12 months preceding the date of this prospectus, none of the Issuer, TD Group and its subsidiaries have or have been involved in any governmental, legal or arbitration proceedings that may have, or have had in the recent past, a significant effect on the Issuer's financial position or profitability, nor is the Issuer aware that any such proceedings are pending or threatened, except as otherwise disclosed in the documents incorporated herein by reference. See "Where You Can Find More Information" and "Incorporation of Certain Documents by Reference."

Conflicts of Interest

There are no potential conflicts of interest between any duties of any of the Issuer's management to the Issuer and their private interests and/or other duties.

Material Contracts

There are no material contracts entered into other than in the ordinary course of TD Group's and its subsidiaries' business, which could result in any of TD Group or its subsidiaries being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to noteholders in respect of the notes or any guarantor's ability to meet its obligations in respect of the guarantees.

Fees

Save for the fees payable to the exchange agent, so far as the Issuer is aware, no person involved in the issue of the exchange notes has an interest that is material to the issue of the exchange notes.

Clearing Systems

The exchange notes will be delivered in book-entry form through the facilities of DTC, Euroclear and Clearstream. The exchange notes have been accepted for clearance through the facilities of Euroclear and Clearstream under common code 191083423. The international securities identification number, or the ISIN Number, for the exchange notes is US89365DAB91 and the CUSIP for the exchange notes is 89365DAB9.

LEGAL MATTERS

The validity of the exchange notes and certain matters relating to the laws of England and Wales will be passed upon for us by Jones Day. Certain matters relating to the laws of the State of Connecticut will be passed on for us by Shipman & Goodwin LLP. Certain matters relating to the laws of the States of Washington and Wisconsin will be passed on for us by Perkins Coie LLP. Certain matters relating to the laws of the State of New Jersey will be passed on for us by Greenbaum, Rowe, Smith & Davis LLP. Certain matters relating to the laws of the Commonwealth of Virginia will be passed on for us by McGuireWoods LLP. Certain matters relating to the laws of the State of Nevada will be passed on for us by Lewis, Brisbois, Bisgaard & Smith LLP.

EXPERTS

The consolidated financial statements of TransDigm Group Incorporated appearing in TransDigm Group Incorporated's Annual Report on Form 10-K for the year ended September 30, 2018 (including the schedule appearing therein), and the effectiveness of TransDigm Group Incorporated's internal control over financial reporting as of September 30, 2018 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Esterline Technologies Corporation incorporated in this prospectus by reference from Esterline Technologies Corporation's Annual Report on Form 10-K for the year ended September 28, 2018 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

TD Group is subject to the periodic reporting and other informational requirements of the Exchange Act. In addition, under the terms of the indenture, we have agreed that whether or not required by the rules and regulations of the SEC, so long as any original notes or exchange notes are outstanding, we, or our parent, will furnish to the trustee and the holders of notes (i) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K, if we were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes our financial condition and results of operations and our consolidated subsidiaries and, with respect to the annual information only, a report thereon by our certified independent accountants and (ii) all current reports that would be required to be filed with the SEC on Form 8-K if we were required to file such reports. In addition, whether or not required by the rules and regulations of the SEC, we will file a copy of all such information and reports with the SEC for public availability, unless the SEC will not accept such a filing, and make such information available to securities analysts and prospective investors upon request. In addition, we have agreed that, for so long as any notes remain outstanding, we will furnish to the holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. Notwithstanding the above, under the terms of the indenture, subject to certain exceptions, if either TransDigm Inc. or TD Group is acquired by an entity that has received an investment grade rating from both Moody's Investors Service, Inc. and Standard & Poor's and that files current and periodic reports with the SEC, the requirements in the indenture that either TransDigm Inc. or TD Group file current and periodic reports with the SEC will be suspended. See "Description of the Exchange Notes—Certain Covenants."

Our filings with the SEC are available to the public from the SEC's website at www.sec.gov.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to “incorporate by reference” information that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus. Information in this prospectus supersedes information incorporated by reference that we filed with the SEC prior to the date of this prospectus, while information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of the offering under this prospectus (other than any information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K unless we specifically state in such Current Report that such information is to be considered “filed” under the Exchange Act, or we incorporate it by reference into a filing under the Securities Act or the Exchange Act), including any such reports filed after the date of this registration statement and prior to effectiveness:

- Our Annual Report on Form 10-K for the fiscal year ended September 30, 2018 filed on November 9, 2018;
- Our Quarterly Report on Form 10-Q for the thirteen-week period ended December 29, 2018 filed on February 6, 2019;
- Our Current Reports on Form 8-K, filed with the SEC on October 11, 2018, October 26, 2018 (Item 5.02 only), February 13, 2019 (Items 1.01 and 2.03 only), March 12, 2019 and March 14, 2019 (Items 1.01 and 2.01 only);
- The audited consolidated financial statements of Esterline as of September 28, 2018 and for the year ended September 28, 2018, as well as the accompanying notes, as included in Item 8 of Part II of Esterline’s Annual Report on Form 10-K, as filed with the SEC on November 21, 2018 (File No. 001-06357); and
- Part 1, Item 1 of Esterline’s Quarterly Report on Form 10-Q for the fiscal quarter ended December 28, 2018 (SEC File No. 001-06357).

We will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents incorporated by reference in this prospectus, other than exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents. Requests may be made in writing to: TransDigm Group Incorporated, 1301 East 9th Street, Suite 3000, Cleveland, Ohio 44114, Attn: Chief Financial Officer, or by telephone at (216) 706-2960. In order to ensure timely delivery of this information, any request should be made by [], 2019, five business days prior to the expiration date of the exchange offer.

TransDigm UK Holdings plc

OFFER TO EXCHANGE

**Up to \$500,000,000 aggregate principal amount of its 6.875% Senior Subordinated Notes due 2026
registered under the Securities Act of 1933 for
any and all outstanding 6.875% Senior Subordinated Notes due 2026
that were issued on May 8, 2018**

PROSPECTUS

Until _____, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

Information Not Required in Prospectus

Item 20. Indemnification of Directors and Officers.

TransDigm UK Holdings plc's articles of association provide that each of its directors and officers (other than an auditor) are entitled to be indemnified by TransDigm UK Holdings plc against any liability incurred by or attaching to such director or officer in the actual or proposed execution and discharge of his duties, the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or office. TransDigm UK Holdings plc's articles of association also provide that it may purchase and maintain insurance for or for the benefit of any persons who are or were at any time its directors, officers or employees against any liability incurred by such persons in respect of any act or omission in the actual or purported exercise of their powers and/or otherwise in relation to TransDigm UK Holdings plc and, to such extent as may be permitted by law, otherwise to indemnify or to exempt any such person against or from any such liability. However, in the case of a director, such indemnity does not extend to any indemnity rendered void by the Companies Act 2006. The Companies Act 2006 generally renders void an indemnity for a director against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he is a director.

TransDigm Inc.'s certificate of incorporation and bylaws and the certificates of incorporation and bylaws of TransDigm Group Incorporated, Acme Aerospace, Inc., AeroControlex Group, Inc., Airborne Acquisition, Inc., Airborne Global, Inc., Airborne Holdings, Inc., Airborne Systems North America Inc., Aviation Technologies, Inc., Bruce Aerospace Inc., Dukes Aerospace, Inc., Extant Components Group Holdings, Inc., Extant Components Group Intermediate, Inc., Kirkhill Inc., MarathonNorco Aerospace, Inc., McKechnie Aerospace DE, Inc., McKechnie Aerospace Holdings, Inc., North Hills Signal Processing Corp., North Hills Signal Processing Overseas Corp., Pexco Aerospace, Inc., Semco Instruments, Inc., Skurka Aerospace Inc., TEAC Aerospace Holdings, Inc., TEAC Aerospace Technologies, Inc., Esterline Technologies Corporation, Souriau USA, Inc., Esterline International Company, Leach Holding Corporation, Leach International Corporation, Leach Technology Group, Inc., Advanced Input Devices, Inc., Angus Electronics Co., Esterline Sensors Services Americas, Inc., Hytek Finishes Co., Mason Electric Co., Palomar Products, Inc., Korry Electronics Co., Memtron Technologies Co., Armtec Defense Products Co., Armtec Countermeasures Co., Armtec Countermeasures TNO Co. and Racial Acoustics, Inc. generally provide for the indemnification of their respective officers and directors to the fullest extent permitted under Delaware law. Similarly, the articles of incorporation and bylaws of Adams Rite Aerospace, Inc., Hartwell Corporation, TA Aerospace Co., Janco Corporation and NMC Group Inc. generally provide for the indemnification of their respective officers and directors to the fullest extent permitted under California law. Similarly, the certificates of incorporation and bylaws of Arkwin Industries, Inc., Tactair Fluid Controls, Inc., Young & Franklin Inc. and Norwich Aero Products, Inc. generally provide for the indemnification of its officers and directors to the fullest extent permitted under New York law. Similarly, the articles of incorporation and bylaws of Avista, Incorporated generally provide for the indemnification of their respective officers and directors to the fullest extent permitted under Wisconsin law. Similarly, the articles of incorporation and bylaws of Gamesman Inc. generally provide for the indemnification of their respective officers and directors to the fullest extent permitted under Nevada law. The limited liability company agreements of Avionic Instruments LLC, CEF Industries, LLC, Champion Aerospace LLC, Electromech Technologies LLC, Johnson Liverpool LLC, McKechnie Aerospace US, LLC, Transicoil LLC, Esterline US LLC, CMC Electronics Aurora LLC, Esterline Europe Company LLC, Esterline Georgia US LLC, Esterline Federal LLC, Esterline Technologies SGIP LLC and 17111 Waterview Pkwy LLC generally provide for the indemnification of their respective officers and directors to the fullest extent permitted under Delaware law. In addition, the operating agreements of CDA InterCorp LLC, Symetrics Industries, LLC and Symetrics Technology Group, LLC generally provide for the indemnification of their respective officers and directors to the fullest extent permitted under Florida law.

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TransDigm Inc., TransDigm Group Incorporated, Acme Aerospace, Inc., AeroControlex Group, Inc., Airborne Acquisition, Inc., Airborne Global, Inc., Airborne Holdings, Inc., Airborne Systems NA Inc., Airborne Systems North America Inc., Airborne Systems North America of CA Inc., AmSafe Global Holdings, Inc., AmSafe, Inc., Aviation Technologies, Inc., Bridport Erie Aviation, Inc., Bridport Holdings, Inc., Bruce Aerospace Inc., Data Device Corporation Dukes Aerospace, Inc., Extant Components Group Holdings, Inc., Extant Components Group Intermediate, Inc., ILC Holdings, Inc., Kirkhill Inc., MarathonNorco Aerospace, Inc., McKechnie Aerospace DE, Inc., McKechnie Aerospace Holdings, Inc., North Hills Signal Processing Corp., North Hills Signal Processing Overseas Corp., Pexco Aerospace, Inc., Semco Instruments, Inc., Shield Restraint Systems, Inc., Skurka Aerospace Inc., TEAC Aerospace Holdings, Inc., TEAC Aerospace Technologies, Inc., Esterline Technologies Corporation, Souriau USA, Inc., Esterline International Company, Leach Holding Corporation, Leach International Corporation, Leach Technology Group, Inc., Advanced Input Devices, Inc., Angus Electronics Co., Esterline Sensors Services Americas, Inc., HYTEK Finishes Co., Mason Electric Co., Palomar Products, Inc., Korry Electronics Co., Memtron Technologies Co., Armtec Defense Products Co., Armtec Countermeasures Co., Armtec Countermeasures TNO Co. and Racal Acoustics, Inc. are incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with specified actions, suits and proceedings, whether civil, criminal, administrative or investigative (other than action by or in the right of the corporation—a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement, or otherwise.

TransDigm Group Incorporated also maintains a directors' and officers' insurance policy pursuant to which its directors and officers are insured against liability for actions taken in their capacities as directors and officers.

Aerosonic LLC, Avionic Instruments LLC, Beta Transformer Technology LLC, Breeze-Eastern LLC, CEF Industries, LLC, Champion Aerospace LLC, Electromech Technologies LLC, Johnson Liverpool LLC, McKechnie Aerospace US LLC, Schneller LLC, Telair International LLC Telair US LLC, Transicoil LLC, Whippany Actuation Systems, LLC, Esterline US LLC, CMC Electronics Aurora LLC, Esterline Europe Company LLC, Esterline Georgia US LLC, Esterline Federal LLC, Esterline Technologies SGIP LLC and 17111 Waterview Pkwy LLC are limited liability companies formed under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act provides, subject to standards and restrictions set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Adams Rite Aerospace, Inc., Hartwell Corporation, PneuDraulics, Inc., TA Aerospace Co., Janco Corporation and NMC Group Inc. are incorporated under the laws of the State of California. Section 317 of the California General Corporation Law provides that a California corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than in certain derivative actions as described below, by reason of the fact that he or she is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a corporation that was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually or reasonably incurred by such person

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in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. In the case of a derivative action, no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of his or her duty to the corporation and its shareholders unless and only to the extent that the court in which action or suit is or was pending shall determine that, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnify for these expenses which this court shall deem proper. Section 317 further provides that to the extent that the director, officer, employee or agent of a corporation has been successful on the merits in defense of any action, suit or proceeding referred to above or in the defense of any claim, issue or matter, such person shall be indemnified against expenses, including attorneys' fees, actually or reasonably incurred by him or her in connection with such defense.

CDA InterCorp LLC, Symetrics Industries, LLC and Symetrics Technology Group, LLC are limited liability companies formed under the laws of the State of Florida. Section 605.0408 of the Florida Revised Limited Liability Company Act provides that subject to such standards and restrictions, if any, as are set forth in its articles of organization or operating agreement, a limited liability company may indemnify and hold harmless a person with respect to a claim or demand against the person and a debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a member or manager if the claim, demand, debt, obligation, or other liability does not arise from does not arise from: (1) a distribution made by the company where after the distribution either (a) the company would not be able to pay its debts as they become due in the ordinary course of the company's activities and affairs, or (b) the company's total assets would be less than the sum of its total liabilities, plus the amount that would be needed to satisfy certain preferential distribution rights; (2) a breach related to the management of the limited liability company; (3) an improper delegation of rights and powers to manage and control the business and affairs of the company; (4) a breach of the rules and requirements for the selection, terms, and removal of managers in a manager-managed limited liability company; (5) a breach relating to the voting rights of members and managers; (6) a breach relating to the agency rights of members and managers in a limited liability company; or (7) a breach of the standards of conduct for members and managers, including the fiduciary duties of loyalty and care and the obligation of good faith and fair dealing.

AvtechTye, Inc. and Bridport-Air Carrier, Inc. are incorporated under the laws of the State of Washington. Sections 23B.08.320 and 23B.08.500 through 23B.08.603 of the Washington Business Corporations Act, or the WBCA, contain specific provisions relating to indemnification of directors and officers of Washington corporations. In general, the WBCA provides that unless limited by the articles of incorporation (a) a corporation shall indemnify a director or officer who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she is a party because of being an officer or director of the corporation against reasonable expenses incurred by the officer or director in connection with the proceeding, and (b) a corporation may indemnify a director or officer for reasonable expenses, if it is determined as provided in the WBCA that the director's or officer's actions met a certain standard of conduct, provided, however, that the corporation may not indemnify a director or officer: (i) who is liable to the corporation, (ii) who is liable for receiving improper personal benefit, (iii) for intentional misconduct or knowing violations of law, or (iv) unlawful distributions to shareholders. Unless the articles of incorporation provide otherwise, the WBCA also permits a director or officer of a corporation who is a party to a proceeding to apply to the courts for indemnification or advance of expenses and the court may order indemnification or advance of expenses under certain circumstances set forth in the WBCA. The WBCA further provides that a corporation may in its articles of incorporation or bylaws or by resolution provide indemnification in addition to that provided by the WBCA, subject to certain conditions.

Arkwin Industries, Inc., Tactair Fluid Controls, Inc., Young & Franklin Inc. and Norwich Aero Products, Inc. are incorporated under the laws of the State of New York. Section 722 of the New York Business Corporation Law provides that a New York corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings, whether civil, criminal or otherwise (other

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than action by or in the right of the corporation (“derivative actions”), if they acted in good faith for a purpose they reasonably believed to be in or, in the case of service for another entity, not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions except that no indemnification shall be made in respect of (1) a threatened action, or a pending action which is settled or otherwise disposed of, or (2) any claim as to which such person is adjudged liable to the corporation unless and only to the extent approved by a court. Under Section 723 of the New York Business Corporation law, if a person has been successful in the defense of an action described above, he or she shall be entitled to indemnification. The foregoing is not exclusive of other indemnification that may be granted to a director or officer under a certificate of incorporation, bylaws, resolution or contract.

Texas Rotronics, Inc. is incorporated under the laws of the State of Texas. Article 2.02-1 of the Texas Business Corporation Act (the “Texas Statute”) provides that a Texas corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined that the person: (a) conducted himself or herself in good faith; (b) reasonably believed: (i) in the case of conduct in his or her official capacity as a director of the corporation, that his or her conduct was in the corporation’s best interests; (ii) in all other cases, that his or her conduct was at least not opposed to the corporation’s best interests; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. A Texas corporation is not permitted to indemnify a director in respect of a proceeding: (a) in which the person is found liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in the person’s official capacity; or (b) in which the person is found liable to the corporation. A person may be indemnified against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by the person, indemnification (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding and (2) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation. Where a director is successful, on the merits or otherwise, in the defense of a proceeding referred to above, the Corporation must indemnify such director against reasonable expenses incurred by him or her. The Texas statute further authorizes a Texas corporation to indemnify an officer, employee or agent of the corporation to the same extent as a director. In addition, Article 2.02-1 of the Texas Statute authorizes a Texas corporation to purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him or her against that liability under the Texas Statute.

HarcoSemco LLC is a limited liability company organized under the laws of the State of Connecticut. Section 34-143 of the Connecticut Limited Liability Company Act provides that an operating agreement may:

(1) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 34-141 and (2) provide for indemnification of a member or manager for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which an individual is a party because such individual is or was a member or manager.

The operating agreement of HarcoSemco LLC provides that HarcoSemco LLC shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of HarcoSemco LLC) by reason of the fact that he is or was a member, manager or officer of HarcoSemco LLC, or is or was serving at the request of HarcoSemco LLC as a member, manager, director, officer, employee or agent

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of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of HarcoSemco LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of HarcoSemco LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Furthermore, the operating agreement of HarcoSemco LLC provides that HarcoSemco LLC shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of HarcoSemco LLC to procure a judgment in its favor by reason of the fact that he is or was a member, manager or officer of HarcoSemco LLC, or is or was serving at the request of HarcoSemco LLC as a member, manager, director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of HarcoSemco LLC and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Airborne Systems North America of NJ Inc. is incorporated under the laws of the State of New Jersey. Section 14A:3-5(2) of the New Jersey Statutes Annotated authorizes a New Jersey corporation to indemnify a corporate agent, which includes directors and officers, against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful.

Under Section 14A:3-5(3) of the New Jersey Statutes Annotated, a New Jersey corporation has the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. However, in such proceeding no indemnification shall be provided in respect of any claim, issue or matter as to which such corporate agent shall have been adjudged to be liable to the corporation, unless and only to the extent that the New Jersey Superior Court or the court in which such proceeding was brought shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such corporate agent is fairly and reasonably entitled to indemnity for such expenses as the New Jersey Superior Court or such other court shall deem proper.

A New Jersey corporation may indemnify a corporate agent against expenses to the extent such corporate agent has been successful on the merits or otherwise in any proceeding referred to in Sections 14A:3-5(2) and 14A:3-5(3) or in defense of any claim, issue or matter therein.

Avionics Specialties, Inc. is incorporated under the laws of the commonwealth of Virginia. Section 13.1-697(A) of the Code of Virginia, 1950, as amended (the "Virginia Code"), provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding, (a) if he conducted himself in good faith, and (b) he believed, (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests, (ii) in all other cases, that his conduct was at least not opposed to its best interests, and (iii) in the case of any criminal

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proceeding, he had no reasonable cause to believe his conduct was unlawful. Unless ordered by a court under subsection C of 13.1-700.1 of the Virginia Code, a corporation may not indemnify a director (a) in connection with a proceeding by or in the right of the corporation except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard set forth in the preceding sentence, or (b) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Section 13.1-698 of the Virginia Code provides that unless limited by its articles of incorporation, a corporation shall indemnify a director who entirely prevails in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. The articles of incorporation of Avionics Specialties, Inc. have no such limitations and the articles of incorporation of Avionics Specialties, Inc. provide that its directors and officers are indemnified to the maximum extent provided by law.

Skandia, Inc. is incorporated under the laws of the State of Illinois. Under Section 8.75 of the Illinois Business Corporation Act of 1983 (the "ILBCA"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (i) if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe such conduct was unlawful.

In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper. To the extent that such person has been successful on the merits or otherwise in defending any such action, suit or proceeding referred to above or any claim, issue or matter therein, he or she is entitled to indemnification for expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation.

Section 8.75(f) of the ILBCA further provides that the indemnification and advancement of expenses provided by or granted under Section 8.75 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

The bylaws of Skandia, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the ILBCA. The bylaws also provide that Skandia, Inc. may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of Skandia, Inc. as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not Skandia, Inc. would have the power to indemnify him against such liability under the provisions of its bylaws.

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Avista, Incorporated is incorporated under the laws of the State of Wisconsin. Under Section 180.0851(1) of the Wisconsin Business Corporation Law, a Wisconsin corporation must indemnify a director or officer, to the extent that such person has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer is or was a party because such person is or was a director or officer of the corporation. Pursuant to Section 180.0851(2) of the Wisconsin Business Corporation Law, if a director or officer has not been successful on the merits or otherwise in the defense of a proceeding, the corporation must indemnify the director or officer against liability in a proceeding to which such director or officer was a party because such person is or was a director or officer of the corporation, unless liability was incurred because the director or officer breached or failed to perform a duty that such person owes to the corporation and the breach or failure to perform constitutes any of the following: (i) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director or officer has a material conflict of interest; (ii) a violation of the criminal law, unless the director or officer had reasonable cause to believe that such conduct was lawful or no reasonable cause to believe that such conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit; or (iv) willful misconduct.

Gamesman Inc. is incorporated under the laws of the State of Nevada.

Subsection 7 of Section 78.138 of the Nevada Revised Statutes (the “Nevada Law”) provides that, subject to certain limited statutory exceptions, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in his or her capacity as a director or officer, unless it is proven that the act or failure to act constituted a breach of his or her fiduciary duties as a director or officer and such breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

Subsection 1 of Section 78.7502 of the Nevada Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (any such person, a “Covered Person”), against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Covered Person in connection with such action, suit or proceeding if the Covered Person is not liable pursuant to Section 78.138 of the Nevada Law or the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe the Covered Person’s conduct was unlawful.

Subsection 2 of Section 78.7502 of the Nevada Law empowers a corporation to indemnify any Covered Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in the capacity of a Covered Person against expenses, including amounts paid in settlement and attorneys’ fees actually and reasonably incurred by the Covered Person in connection with the defense or settlement of such action or suit, if the Covered Person is not liable pursuant to Section 78.138 of the Nevada Law or the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the corporation. However, no indemnification may be made in respect of any claim, issue or matter as to which the Covered Person shall have been adjudged by a court of competent jurisdiction (after exhaustion of all appeals therefrom) to be liable to the corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which such action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the Covered Person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

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Section 78.7502 of the Nevada Law further provides that to the extent a Covered Person has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in Subsection 1 or 2 of Section 78.7502, as described above, or in the defense of any claim, issue or matter therein, the corporation shall indemnify the Covered Person against expenses (including attorneys' fees) actually and reasonably incurred by the Covered Person in connection with the defense.

Subsection 1 of Section 78.751 of the Nevada Law provides that any discretionary indemnification pursuant to Section 78.7502 of the Nevada Law, unless ordered by a court or advanced pursuant to Subsection 2 of Section 78.751, may be made by a corporation only as authorized in the specific case upon a determination that indemnification of the Covered Person is proper in the circumstances. Such determination must be made (a) by the stockholders, (b) by the board of directors of the corporation by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (c) if a majority vote of a quorum of such non-party directors so orders, by independent legal counsel in a written opinion, or (d) by independent legal counsel in a written opinion if a quorum of such non-party directors cannot be obtained.

Subsection 2 of Section 78.751 of the Nevada Law provides that a corporation's articles of incorporation or bylaws or an agreement made by the corporation may require the corporation to pay as incurred and in advance of the final disposition of a criminal or civil action, suit or proceeding, the expenses of officers and directors in defending such action, suit or proceeding upon receipt by the corporation of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. Subsection 2 of Section 78.751 further provides that its provisions do not affect any rights to advancement of expenses to which corporate personnel other than officers and directors may be entitled under contract or otherwise by law.

Subsection 3 of Section 78.751 of the Nevada Law provides that indemnification pursuant to Section 78.7502 of the Nevada Law and advancement of expenses authorized in or ordered by a court pursuant to Section 78.751 does not exclude any other rights to which the Covered Person may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his or her official capacity or in another capacity while holding his or her office. However, indemnification, unless ordered by a court pursuant to Section 78.7502 or for the advancement of expenses under Subsection 2 of Section 78.751 of the Nevada Law, may not be made to or on behalf of any director or officer of the corporation if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and were material to the cause of action. Additionally, the scope of such indemnification and advancement of expenses shall continue for a Covered Person who has ceased to be a director, officer, employee or agent of the corporation, and shall inure to the benefit of his or her heirs, executors and administrators.

Section 78.752 of the Nevada Law empowers a corporation to purchase and maintain insurance or make other financial arrangements on behalf of a Covered Person for any liability asserted against such person and liabilities and expenses incurred by such person in his or her capacity as a Covered Person or arising out of such person's status as a Covered Person whether or not the corporation has the authority to indemnify such person against such liability and expenses.

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Item 21. Exhibits and Financial Statement Schedules.

- (a) Exhibits.

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.1	Second Amended and Restated Certificate of Incorporation, filed April 28, 2014, of TransDigm Group Incorporated	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed April 28, 2014 (File No. 001-32833)
3.2	Third Amended and Restated Bylaws of TransDigm Group Incorporated	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed January 30, 2018 (File No. 001-32833)
3.3	Certificate of Incorporation, filed July 2, 1993, of NovaDigm Acquisition, Inc. (now known as TransDigm Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.4	Certificate of Amendment, filed July 22, 1993, of the Certificate of Incorporation of NovaDigm Acquisition, Inc. (now known as TransDigm Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.5	Bylaws of NovaDigm Acquisition, Inc. (now known as TransDigm Inc.)	Incorporated by reference to TransDigm Inc. and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.6	Certificate of Incorporation, filed July 10, 2009, of Acme Aerospace Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q filed, August 5, 2009 (File No. 001-32833)
3.7	Bylaws of Acme Aerospace Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 5, 2009 (File No. 001-32833)
3.8	Articles of Incorporation, filed July 30, 1986, of ARP Acquisition Corporation (now known as Adams Rite Aerospace, Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed April 23, 1999 (File No. 333-71397)
3.9	Certificate of Amendment, filed September 12, 1986, of the Articles of Incorporation of ARP Acquisition Corporation (now known as Adams Rite Aerospace, Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed April 23, 1999 (File No. 333-71397)
3.10	Certificate of Amendment, filed January 27, 1992, of the Articles of Incorporation of Adams Rite Products, Inc. (now known as Adams Rite Aerospace, Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed April 23, 1999 (File No. 333-71397)
3.11	Certificate of Amendment, filed December 31, 1992, of the Articles of Incorporation of Adams Rite Products, Inc. (now known as Adams Rite Aerospace, Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed April 23, 1999 (File No. 333-71397)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.12	Certificate of Amendment, filed August 11, 1997, of the Articles of Incorporation of Adams Rite Sabre International, Inc. (now known as Adams Rite Aerospace, Inc.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed April 23, 1999 (File No. 333-71397)
3.13	Amended and Restated Bylaws of Adams Rite Aerospace, Inc.	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed April 23, 1999 (File No. 333-71397)
3.14	Certificate of Incorporation, filed June 18, 2007, of AeroControlex Group, Inc.	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.15	Bylaws of AeroControlex Group, Inc.	Incorporated by reference to TransDigm Inc., and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.16	Certificate of Formation, filed September 25, 2013, of Aerosonic LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.17	Limited Liability Company Agreement of Aerosonic LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.18	Certificate of Incorporation, filed November 13, 2009, of Airborne Acquisition, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.19	Bylaws of Airborne Acquisition, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.20	Amended and Restated Certificate of Incorporation, filed January 25, 2010, of HDT International Holdings, Inc. (now known as Airborne Global, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.21	Certificate of Amendment to Certificate of Incorporation, filed February 24, 2010, of HDT International Holdings, Inc. (now known as Airborne Global, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.22	Certificate of Amendment to Certificate of Incorporation, filed December 10, 2013, of HDT Global, Inc. (now known as Airborne Global, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.23	Bylaws of HDT International Holdings, Inc. (now known as Airborne Global, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.24	Certificate of Incorporation, filed November 13, 2009, of Airborne Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.25	<u>Bylaws of Airborne Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.26	<u>Certificate of Incorporation, filed September 1, 1995, of Wardle Storeys Inc. (now known as Airborne Systems NA Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.27	<u>Certificate of Amendment to Certificate of Incorporation, filed May 28, 2002, of Wardle Storeys Inc. (now known as Airborne Systems NA Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.28	<u>Bylaws of Airborne Systems NA Inc., as amended</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.29	<u>Certificate of Incorporation, filed April 23, 2007, of Airborne Systems North America Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.30	<u>Bylaws of Airborne Systems North America Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.31	<u>Certificate of Incorporation, filed April 25, 1989, of Irvin Industries (Del), Inc. (now known as Airborne Systems North America of CA Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.32	<u>Certificate of Amendment to Certificate of Incorporation, filed June 2, 1989, of Irvin Industries (Del), Inc. (now known as Airborne Systems North America of CA Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.33	<u>Certificate of Amendment to Certificate of Incorporation, filed April 30, 1996, of Irvin Industries, Inc. (now known as Airborne Systems North America of CA Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.34	<u>Certificate of Amendment to Certificate of Incorporation, filed April 23, 1997, of Irvin Aerospace Inc. (now known as Airborne Systems North America of CA Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.35	<u>Bylaws of Airborne Systems North America of CA Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.36	<u>Certificate of Incorporation, Profit, filed October 28, 1994, of Wardle Storeys (Parachutes) Inc. (now known as Airborne Systems North America of NJ Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.37	<u>Certificate of Merger, filed February 9, 1995, of Para-Flite Inc. with and into Wardle Storeys (Parachutes) Inc. (now known as Airborne Systems North America of NJ Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.38	Certificate of Amendment to Certificate of Incorporation, filed April 23, 2007, of Para-Flite Inc. (now known as Airborne Systems North America of NJ Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.39	Certificate of Correction to Certificate of Incorporation, filed June 27, 2007, of Airborne Systems North America of NJ Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.40	Bylaws of Airborne Systems North America of NJ Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.41	Certificate of Incorporation, filed May 8, 1985, of Am-Safe, Inc. (now known as AmSafe, Inc.)	Incorporated by reference to Form TransDigm Group Incorporated's 10-Q, filed May 9, 2012 (File No. 001-32833)
3.42	Certificate of Amendment of Certificate of Incorporation, filed May 19, 2005, of Am-Safe, Inc. (now known as AmSafe, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.43	By-Laws of Am-Safe, Inc. (now known as AmSafe, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.44	Certificate of Incorporation, filed October 16, 2007, of AmSafe Global Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.45	Second Amended and Restated By-Laws of AmSafe Global Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.46	Restated Certificate of Incorporation, filed July 10, 1967, of Arkwin Industries, Inc.	Incorporated by reference to Amendment No. 3 to TransDigm Inc. and TransDigm Group Incorporated's Form S-4, filed June 27, 2013 (File No. 333-186494)
3.47	Certificate of Amendment, filed November 4, 1981, of Arkwin Industries, Inc.	Incorporated by reference to Amendment No. 3 to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed June 27, 2013 (File No. 333-186494)
3.48	Certificate of Amendment, filed June 11, 1999, of Arkwin Industries, Inc.	Incorporated by reference to Amendment No. 3 to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed June 27, 2013 (File No. 333-186494)
3.49	Bylaws of Arkwin Industries, Inc.	Incorporated by reference to Amendment No. 3 to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed June 27, 2013 (File No. 333-186494)
3.50	Amended and Restated Certificate of Incorporation of Aviation Technologies, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.51	<u>Bylaws of Wings Holdings, Inc. (now known as Aviation Technologies, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.52	<u>Certificate of Formation, effective June 29, 2007, of Avionic Instruments LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.53	<u>Limited Liability Company Agreement of Avionic Instruments LLC</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No.333-144366)
3.54	<u>Articles of Incorporation, filed December 29, 1992, of Avionics Specialties, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.55	<u>Bylaws of Avionics Specialties, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.56	<u>Articles of Incorporation, filed October 3, 1963, of Avtech Corporation (now known as AvtechTyee, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.57	<u>Articles of Amendment of Articles of Incorporation, filed March 30, 1984, of Avtech Corporation (now known as AvtechTyee, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.58	<u>Articles of Amendment of Articles of Incorporation, filed April 17, 1989, of Avtech Corporation (now known as AvtechTyee, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.59	<u>Articles of Amendment of Articles of Incorporation, filed July 17, 1998, of Avtech Corporation (now known as AvtechTyee, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.60	<u>Articles of Amendment of Articles of Incorporation, filed May 20, 2003, of Avtech Corporation (now known as Avtech Tyee, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.61	<u>Articles of Amendment of Articles of Incorporation, filed May 2, 2012, of AvtechTyee, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 16, 2012 (File No. 001-32833)
3.62	<u>Bylaws of Avtech Corporation (now known as AvtechTyee, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.63	<u>Certificate of Incorporation filed October 24, 1977, of Transformer Technology Corporation (now known as Beta Transformer Technology Corporation)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.64	<u>Certificate of Amendment of Certificate of Incorporation, filed December 1, 1977, of Transformer Technology Corporation (now known as Beta Transformer Technology Corporation)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.65	<u>By-laws of Transformer Technology Corporation (now known as Beta Transformer Technology Corporation)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.66	<u>Amended and Restated Limited Liability Company Agreement, filed July 7, 2016, of Beta Transformer Technology LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.67	<u>Limited Liability Company Certificate of Formation of Breeze-Eastern LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 11, 2016 (File No. 001-32833)
3.68	<u>Limited Liability Company Agreement of Breeze-Eastern LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 11, 2016 (File No. 001-32833)
3.69	<u>Articles of Incorporation, filed February 6, 1998, of Air Carrier Acquisition Corp. (now known as Bridport-Air Carrier, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.70	<u>Articles of Amendment, filed February 23, 1998, of Air Carrier Acquisition Corp. (now known as Bridport-Air Carrier, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.71	<u>Articles of Amendment, filed December 14, 1999, of Bridport-Air Carrier, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.72	<u>Amended and Restated By-Laws of Bridport-Air Carrier, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.73	<u>Certificate of Incorporation, filed May 9, 2000, of Erie Acquisition Corp. (now known as Bridport Erie Aviation, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.74	<u>Certificate of Amendment of Certificate of Incorporation, filed May 30, 2000, of Erie Acquisition Corp. (now known as Bridport Erie Aviation, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.75	<u>Certificate of Amendment of Certificate of Incorporation, filed June 19, 2000, of Bridport Erie Aviation, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.76	<u>Amended and Restated By-Laws of Erie Acquisition Corp. (now known as Bridport Erie Aviation, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.77	<u>Certificate of Incorporation, filed July 2, 2004, of Bridport Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.78	<u>Amended and Restated By-Laws of Bridport Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.79	Certificate of Incorporation, filed August 6, 2007, of Bruce Aerospace, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 21, 2007 (File No. 001-32833)
3.80	Bylaws of Bruce Aerospace, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 21, 2007 (File No. 001-32833)
3.81	Articles of Organization of CDA InterCorp LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.82	Operating Agreement of CDA InterCorp LLC	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.83	Certificate of Formation, filed September 30, 2009, of CEF Industries, LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 24, 2009 (File No. 001-32833)
3.84	Limited Liability Company Agreement of CEF Industries, LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 24, 2009 (File No. 001-32833)
3.85	Certificate of Formation, effective June 30, 2007, of Champion Aerospace LLC	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.86	Limited Liability Company Agreement of Champion Aerospace LLC	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.87	Certificate of Incorporation, filed October 23, 1970, of ILC Data Devices Corporation (now known as Data Device Corporation)	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.88	Certificate of Amendment of Certificate of Incorporation, filed April 23, 1999, of ILC Data Devices Corporation (now known as Data Device Corporation)	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.89	Certificate of Amendment of Certificate of Incorporation, filed July 14, 2014, of Data Device Corporation	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.90	Bylaws of ILC Data Devices Corporation (now known as Data Device Corporation)	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.91	Certificate of Incorporation, filed November 20, 2009, of Dukes Aerospace, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed December 4, 2009 (File No. 001-32833)
3.92	Bylaws of Dukes Aerospace, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed December 4, 2009 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.93	<u>Certificate of Formation, filed February 29, 2000, of Western Sky Industries, LLC (now known as Electromech Technologies LLC)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.94	<u>Certificate of Amendment, filed December 18, 2013, of Western Sky Industries, LLC (now known as Electromech Technologies LLC)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 5, 2014 (File No. 001-32833)
3.95	<u>Fourth Amended and Restated Limited Liability Agreement of Electromech Technologies LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.96	<u>Articles of Organization, as amended, of HarcoSemco LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.97	<u>First Amended and Restated Limited Liability Company Agreement of HarcoSemco LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.98	<u>Articles of Incorporation, filed May 10, 1957, of Hartwell Aviation Supply Company (now known as Hartwell Corporation)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.99	<u>Certificate of Amendment, filed June 9, 1960, of Articles of Incorporation of Hartwell Aviation Supply Company (now known as Hartwell Corporation)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.100	<u>Certification of Amendment, filed October 23, 1987, of Articles of Incorporation of Hartwell Corporation</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.101	<u>Certificate of Amendment, filed April 9, 1997, of Articles of Incorporation of Hartwell Corporation</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.102	<u>By-laws of Hartwell Corporation</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.103	<u>Amended and Restated Certificate of Incorporation of ILC Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.104	<u>Bylaws, as amended, of ILC Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.105	<u>Certificate of Formation, filed January 26, 2007, of Johnson Liverpool LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.106	<u>Amended and Restated Limited Liability Company Agreement of Johnson Liverpool LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.107	<u>Certificate of Incorporation, filed March 28, 1994, of MPT Acquisition Corp. (now known as MarathonNorco Aerospace, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.108	<u>Certificate of Amendment, filed May 18, 1994, of the Certificate of Incorporation of MPT Acquisition Corp. (now known as MarathonNorco Aerospace, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.109	<u>Certificate of Amendment, filed May 24, 1994, of the Certificate of Incorporation of MPT Acquisition Corp. (now known as MarathonNorco Aerospace, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.110	<u>Certificate of Amendment, filed August 28, 2003, of the Certificate of Incorporation of Marathon Power Technology Company (now known as MarathonNorco Aerospace, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 28, 2006 (File No. 001-32833)
3.111	<u>Bylaws of MPT Acquisition Corp. (now known as MarathonNorco Aerospace, Inc.)</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Holding Company's Form S-4, filed January 29, 1999 (File No. 333-71397)
3.112	<u>Certificate of Incorporation, filed April 13, 2007, of McKechnie Aerospace DE, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.113	<u>Bylaws of McKechnie Aerospace DE, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.114	<u>Certificate of Incorporation, filed April 25, 2007, of McKechnie Aerospace Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.115	<u>Bylaws of McKechnie Aerospace Holdings, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.116	<u>Certificate of Formation, filed May 11, 2005, of Melrose US 3 LLC (now known as McKechnie Aerospace US LLC)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.117	<u>Certificate of Amendment, filed May 11, 2007, to Certificate of Formation of Melrose US 3 LLC (now known as McKechnie Aerospace US LLC)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.118	<u>Limited Liability Company Agreement of McKechnie Aerospace US LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)
3.119	<u>Restated Certificate of Incorporation, filed June 27, 2014, of North Hills Signal Processing Corp.</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.120	Bylaws of Porta Systems Corp. (now known as North Hills Signal Processing Corp.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)
3.121	Certificate of Incorporation, as amended, of Porta Systems Overseas Corp. (now known as North Hills Signal Processing Overseas Corp.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)
3.122	By-laws of Porta Systems Overseas Corp. (now known as North Hills Signal Processing Overseas Corp.)	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)
3.123	Certificate of Incorporation, filed April 28, 2015, of PX Acquisition Co. (now known as Pexco Aerospace, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 5, 2015 (File No. 001-32833)
3.124	Certificate of Incorporation, filed April 28, 2015, of PX Acquisition Co. (now known as Pexco Aerospace, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 5, 2015 (File No. 001-32833)
3.125	Bylaws of PX Acquisition Co. (now known as Pexco Aerospace, Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 5, 2015 (File No. 001-32833)
3.126	Articles of Incorporation, filed October 3, 1956, of PneuDraulics, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 13, 2015 (File No. 001-32833)
3.127	Certificate of Amendment, filed December 9, 1970, of Articles of Incorporation of PneuDraulics, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 13, 2015 (File No. 001-32833)
3.128	Restated Bylaws of PneuDraulics, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 13, 2015 (File No. 001-32833)
3.129	Limited Liability Company Certificate of Formation, filed May 30, 2007, of Schneller LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2012 (File No. 001-32833)
3.130	Amended and Restated Limited Liability Company Agreement, dated August 31, 2011, of Schneller LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2012 (File No. 001-32833)
3.131	Certificate of Incorporation of Semco Instruments, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed September 7, 2010 (File No. 001-32833)
3.132	Certificate of Amendment to Certificate of Incorporation, filed October 17, 2012, of Semco Instruments, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 16, 2012 (File No. 001-32833)
3.133	Amended and Restated Bylaws of Semco Instruments, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed September 7, 2010 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.134	<u>Certificate of Incorporation, filed September 16, 1994, of Am-Safe Commercial Products, Inc. (now known as Shield Restraint Systems, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.135	<u>Certificate of Amendment of Certificate of Incorporation, filed May 19, 2005, of AmSafe Commercial Products, Inc. (now known as Shield Restraint Systems, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.136	<u>Certificate of Amendment of Certificate of Incorporation, filed August 27, 2014, of AmSafe Commercial Products, Inc. (now known as Shield Restraint Systems, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 14, 2014 (File No. 001-32833)
3.137	<u>By Laws of Am-Safe Commercial Products, Inc. (now known as Shield Restraint Systems, Inc.)</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 9, 2012 (File No. 001-32833)
3.138	<u>Certificate of Incorporation, filed December 22, 2004, of Skurka Aerospace Inc.</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed October 11, 2006 (File No. 333-137937)
3.139	<u>Bylaws, as amended, of Skurka Aerospace Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.140	<u>Certificate of Incorporation, filed August 22, 1986, of Tactair Fluid Controls, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.141	<u>Certificate of Amendment, filed June 8, 1998, of Certificate of Incorporation of Tactair Fluid Controls, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.142	<u>By-laws, as amended, of Tactair Fluid Controls, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.143	<u>Certificate of Formation, filed March 27, 2015, of Telair International LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 5, 2015 (File No. 001-32833)
3.144	<u>Limited Liability Company Agreement of Telair International LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 5, 2015 (File No. 001-32833)
3.145	<u>Certificate of Formation, filed February 23, 2015, of Telair US LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 5, 2015 (File No. 001-32833)
3.146	<u>Limited Liability Company Agreement of Telair US LLC</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 5, 2015 (File No. 001-32833)
3.147	<u>Articles of Incorporation, filed August 6, 1999, of Texas Rotronics, Inc.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed February 8, 2011 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.148	Bylaws, as amended, of Texas Rotronics, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.149	Certificate of Formation, effective June 30, 2007, of Transcoil LLC	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.150	Limited Liability Company Agreement of Transcoil LLC	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed July 6, 2007 (File No. 333-144366)
3.151	Certificate of Formation, filed June 13, 2013, of Whippany Actuation Systems, LLC	Incorporated by reference to Amendment No. 3 to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4/A, filed June 27, 2013 (File No. 333-186494)
3.152	Limited Liability Company Agreement of Whippany Actuation Systems, LLC	Incorporated by reference to Amendment No. 3 to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4/A, filed June 27, 2013 (File No. 333-186494)
3.153	Restated Certificate of Incorporation of Young & Franklin Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.154	By-laws, as amended, of Young & Franklin Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
3.155	Certificate of Formation, filed May 30, 2013, of Beta Transformer Technology LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
3.156	Amended and Restated Bylaws of Kirkhill Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 4, 2018 (File No. 001-32833)
3.157	Certificate of Incorporation, filed February 21, 2018, of KH Acquisition I Co. (now known as Kirkhill Inc.)	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 4, 2018 (File No. 001-32833)
3.158	Certificate of Incorporation of TransDigm UK Holdings plc	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.159	Articles of Association of TransDigm UK Holdings plc	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.160	Amended and Restated Certificate of Incorporation of Extant Components Group Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.161	Bylaws of Extant Components Group Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.162	Certificate of Incorporation of Extant Components Group Intermediate, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.163	Bylaws of Extant Components Group Intermediate, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.164	Articles of Organization of Symetrics Industries, LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.165	Amended and Restated Limited Liability Company Agreement of Symetrics Industries, LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.166	Articles of Organization of Symetrics Technology Group, LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.167	Amended and Restated Limited Liability Company Agreement of Symetrics Technology Group, LLC	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.168	Certificate of Incorporation of TEAC Aerospace Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.169	Bylaws of TEAC Aerospace Holdings, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.170	Certificate of Incorporation of TEAC Aerospace Technologies, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.171	Bylaws of TEAC Aerospace Technologies, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.172	Articles of Incorporation, filed January 2, 1992, of Skandia, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.173	Amended and Restated Bylaws of Skandia, Inc.	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
3.174	Fifth Amended and Restated Certificate of Incorporation of Esterline Technologies Corporation	Filed herewith
3.175	Second Amended and Restated Bylaws of Esterline Technologies Corporation	Filed herewith
3.176	Certificate of Incorporation of Souriau USA, Inc.	Filed herewith
3.177	Amended and Restated Bylaws of Souriau USA, Inc.	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.178	Certificate of Formation of Esterline International Company	Filed herewith
3.179	Amended and Restated Bylaws of Esterline International Company	Filed herewith
3.180	Certificate of Incorporation, as amended, of Leach Holding Corporation	Filed herewith
3.181	Amended and Restated Bylaws of Leach Holding Corporation	Filed herewith
3.182	Certificate of Incorporation, as amended, of Leach International Corporation	Filed herewith
3.183	Amended and Restated Bylaws of Leach International Corporation	Filed herewith
3.184	Certificate of Incorporation of Leach Technology Group, Inc.	Filed herewith
3.185	Amended and Restated Bylaws of Leach Technology Group, Inc.	Filed herewith
3.186	Restated Articles of Incorporation of TA Aerospace Co.	Filed herewith
3.187	Amended and Restated Bylaws of TA Aerospace Co.	Filed herewith
3.188	Certificate of Formation of Esterline US LLC	Filed herewith
3.189	Amended and Restated Limited Liability Company Agreement of Esterline US LLC	Filed herewith
3.190	Certificate of Formation of CMC Electronics Aurora LLC	Filed herewith
3.191	Amended and Restated Limited Liability Company Agreement of CMC Electronics Aurora LLC	Filed herewith
3.192	Amended and Restated Certificate of Incorporation of Advanced Input Devices, Inc.	Filed herewith
3.193	Amended and Restated Bylaws of Advanced Input Devices, Inc.	Filed herewith
3.194	Certificate of Formation of Esterline Europe Company LLC	Filed herewith
3.195	Amended and Restated Limited Liability Company Agreement of Esterline Europe Company LLC	Filed herewith
3.196	Certificate of Formation of Esterline Georgia US LLC	Filed herewith
3.197	Amended and Restated Limited Liability Company Agreement of Esterline Georgia US LLC	Filed herewith
3.198	Amended and Restated Certificate of Formation of Esterline Federal LLC	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.199	<u>Amended and Restated Limited Liability Company Agreement of Esterline Federal LLC</u>	Filed herewith
3.200	<u>Certificate of Incorporation, as amended, of Angus Electronics Co.</u>	Filed herewith
3.201	<u>Amended and Restated Bylaws of Angus Electronics Co.</u>	Filed herewith
3.202	<u>Amended and Restated Articles of Incorporation of Avista, Incorporated</u>	Filed herewith
3.203	<u>Amended and Restated Bylaws of Avista, Incorporated</u>	Filed herewith
3.204	<u>Certificate of Incorporation, as amended, of Esterline Sensors Services Americas, Inc.</u>	Filed herewith
3.205	<u>Amended and Restated Bylaws of Esterline Sensors Services Americas, Inc.</u>	Filed herewith
3.206	<u>Certificate of Formation of Esterline Technologies SGIP LLC</u>	Filed herewith
3.207	<u>Limited Liability Company Agreement of Esterline Technologies SGIP LLC</u>	Filed herewith
3.208	<u>Certificate of Incorporation of Hytek Finishes Co.</u>	Filed herewith
3.209	<u>Amended and Restated Bylaws of Hytek Finishes Co.</u>	Filed herewith
3.210	<u>Restated Articles of Incorporation of Janco Corporation</u>	Filed herewith
3.211	<u>Amended and Restated Bylaws of Janco Corporation</u>	Filed herewith
3.212	<u>Certificate of Incorporation, as amended, of Mason Electric Co.</u>	Filed herewith
3.213	<u>Amended and Restated Bylaws of Mason Electric Co.</u>	Filed herewith
3.214	<u>Amended and Restated Articles of Incorporation of NMC Group Inc.</u>	Filed herewith
3.215	<u>Amended and Restated Bylaws of NMC Group Inc.</u>	Filed herewith
3.216	<u>Certificate of Incorporation, as amended, of Norwich Aero Products, Inc.</u>	Filed herewith
3.217	<u>Amended and Restated By-laws of Norwich Aero Products, Inc.</u>	Filed herewith
3.218	<u>Certificate of Incorporation, as amended, of Palomar Products, Inc.</u>	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.219	<u>Amended and Restated Bylaws of Palomar Products, Inc.</u>	Filed herewith
3.220	<u>Certificate of Formation of 17111 Waterview Pkwy LLC</u>	Filed herewith
3.221	<u>Limited Liability Company Agreement of 17111 Waterview Pkwy LLC</u>	Filed herewith
3.222	<u>Certificate of Incorporation of Korry Electronics Co.</u>	Filed herewith
3.223	<u>Amended and Restated Bylaws of Korry Electronics Co.</u>	Filed herewith
3.224	<u>Certificate of Incorporation, as amended, of Memtron Technologies Co.</u>	Filed herewith
3.225	<u>Amended and Restated Bylaws of Memtron Technologies Co.</u>	Filed herewith
3.226	<u>Limited Liability Company Articles of Organization of Sunbank Family of Companies LLC</u>	Filed herewith
3.227	<u>Amended and Restated Operating Agreement of Sunbank Family of Companies LLC</u>	Filed herewith
3.228	<u>Limited Liability Company Articles of Organization, as amended, of Joslyn Sunbank Company, LLC</u>	Filed herewith
3.229	<u>Amended and Restated Operating Agreement of Joslyn Sunbank Company, LLC</u>	Filed herewith
3.230	<u>Certificate of Incorporation of Armtec Defense Products Co.</u>	Filed herewith
3.231	<u>Amended and Restated Bylaws of Armtec Defense Products Co.</u>	Filed herewith
3.232	<u>Certificate of Incorporation of Armtec Countermeasures Co.</u>	Filed herewith
3.233	<u>Amended and Restated Bylaws of Armtec Countermeasures Co.</u>	Filed herewith
3.234	<u>Certificate of Incorporation, as amended, of Armtec Countermeasures TNO Co.</u>	Filed herewith
3.235	<u>Amended and Restated Bylaws of Armtec Countermeasures TNO Co.</u>	Filed herewith
3.236	<u>Certificate of Incorporation of Racal Acoustics, Inc.</u>	Filed herewith
3.237	<u>Amended and Restated Bylaws of Racal Acoustics, Inc.</u>	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
3.238	<u>Amended and Restated Articles of Incorporation of Gamesman Inc.</u>	Filed herewith
3.239	<u>Amended and Restated Bylaws of Gamesman Inc.</u>	Filed herewith
4.1	<u>Form of Stock Certificate</u>	Incorporated by reference to Amendment No. 3 to TransDigm Group Incorporated's Form S-1 filed March 13, 2006 (File No. 333-130483)
4.2	<u>Indenture, dated as of June 4, 2014, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to TransDigm Inc.'s 6.00% Senior Subordinated Notes due 2022.</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 6, 2014 (File No. 001-32833)
4.3	<u>First Supplemental Indenture, dated as of April 9, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q filed May 5, 2015 (File No. 001-32833)
4.4	<u>Second Supplemental Indenture, dated as of June 12, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q filed August 5, 2015 (File No. 001-32833)
4.5	<u>Third Supplemental Indenture, dated as of August 28, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K filed November 13, 2015 (File No. 001-32833)
4.6	<u>Fourth Supplemental Indenture, dated as of April 1, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.7	<u>Fifth Supplemental Indenture, dated as of July 8, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.8	<u>Sixth Supplemental Indenture, dated as of October 28, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.9	<u>Seventh Supplemental Indenture, dated as of March 31, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 10, 2017 (File No. 001-32833)
4.10	<u>Eighth Supplemental Indenture, dated as of May 9, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)
4.11	<u>Ninth Supplemental Indenture, dated as of March 30, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.12	<u>Tenth Supplemental Indenture, dated as of May 8, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.13	<u>Eleventh Supplemental Indenture, dated as of May 22, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.14	<u>Twelfth Supplemental Indenture, dated as of July 31, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
4.15	<u>Thirteenth Supplemental Indenture, dated as of March 29, 2019, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.16	<u>Indenture, dated as of June 4, 2014, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2024</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 6, 2014 (File No. 001-32833)
4.17	<u>First Supplemental Indenture, dated as of April 9, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q filed May 5, 2015 (File No. 001-32833)
4.18	<u>Second Supplemental Indenture, dated as of June 12, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q filed August 5, 2015 (File No. 001-32833)
4.19	<u>Third Supplemental Indenture, dated as of August 28, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K filed November 13, 2015 (File No. 001-32833)
4.20	<u>Fourth Supplemental Indenture, dated as of April 1, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.21	<u>Fifth Supplemental Indenture, dated as of July 8, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.22	<u>Sixth Supplemental Indenture, dated as of October 28, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.23	<u>Seventh Supplemental Indenture, dated as of March 31, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 10, 2017 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.24	<u>Eighth Supplemental Indenture, dated as of May 9, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)
4.25	<u>Ninth Supplemental Indenture, dated as of March 30, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.26	<u>Tenth Supplemental Indenture, dated as of May 8, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.27	<u>Eleventh Supplemental Indenture, dated as of May 22, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.28	<u>Twelfth Supplemental Indenture, dated as of July 31, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
4.29	<u>Thirteenth Supplemental Indenture, dated as of March 29, 2019, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith
4.30	<u>Indenture, dated as of May 14, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2025</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed May 19, 2015 (File No. 001-32833)
4.31	<u>First Supplemental Indenture, dated as of June 12, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q filed August 5, 2015 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.32	<u>Second Supplemental Indenture, dated as of August 28, 2015, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K filed November 13, 2015 (File No. 001-32833)
4.33	<u>Third Supplemental Indenture, dated as of April 1, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.34	<u>Fourth Supplemental Indenture, dated as of July 8, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.35	<u>Fifth Supplemental Indenture, dated as of October 28, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 15, 2016 (File No. 001-32833)
4.36	<u>Sixth Supplemental Indenture, dated as of March 31, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 10, 2017 (File No. 001-32833)
4.37	<u>Seventh Supplemental Indenture, dated as of May 9, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)
4.38	<u>Eighth Supplemental Indenture, dated as of March 30, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.39	<u>Ninth Supplemental Indenture, dated as of May 8, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.40	<u>Tenth Supplemental Indenture, dated as of May 22, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.41	<u>Eleventh Supplemental Indenture, dated as of July 31, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
4.42	<u>Twelfth Supplemental Indenture, dated as of March 29, 2019, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith
4.43	<u>Indenture, dated as of June 9, 2016, among TransDigm Inc., as issuer, TransDigm Group Incorporated, as a guarantor, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to TransDigm Inc.'s 6.375% Senior Subordinated Notes due 2026</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 14, 2016 (File No. 001-32833)
4.44	<u>First Supplemental Indenture, dated as of July 8, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K filed November 15, 2016 (File No. 001-32833)
4.45	<u>Second Supplemental Indenture, dated as of October 28, 2016, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K filed November 15, 2016 (File No. 001-32833)
4.46	<u>Third Supplemental Indenture, dated as of March 31, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed May 10, 2017 (File No. 001-32833)
4.47	<u>Fourth Supplemental Indenture, dated as of May 9, 2017, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Inc.'s and TransDigm Group Incorporated's Form S-4, filed May 10, 2017 (File No. 333-217850)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.48	<u>Fifth Supplemental Indenture, dated as of March 30, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.49	<u>Sixth Supplemental Indenture, dated as of May 8, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.50	<u>Seventh Supplemental Indenture, dated as of May 22, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.51	<u>Eighth Supplemental Indenture, dated as of July 31, 2018, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)
4.52	<u>Ninth Supplemental Indenture, dated as of March 29, 2019, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith
4.53	<u>Indenture, dated as of May 8, 2018, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, relating to TransDigm UK Holdings plc's 6.875% Senior Subordinated Notes due 2026</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed May 14, 2018 (File No. 001-32833)
4.54	<u>First Supplemental Indenture, dated as of May 22, 2018, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-Q, filed August 8, 2018 (File No. 001-32833)
4.55	<u>Second Supplemental Indenture, dated as of July 31, 2018, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Incorporated by reference to TransDigm Group Incorporated's Form 10-K, filed November 9, 2018 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.56	<u>Third Supplemental Indenture, dated as of March 29, 2019, among TransDigm UK Holdings plc, as issuer, TransDigm Group Incorporated and TransDigm Inc., as guarantors, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith
4.57	<u>Indenture, dated as of February 13, 2019, among TransDigm Inc., as issuer, TransDigm Group Incorporated, as a guarantor, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to TransDigm Inc.'s 7.50% Senior Subordinated Notes due 2027</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
4.58	<u>First Supplemental Indenture, dated as of March 29, 2019, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith
4.59	<u>Indenture, dated as of February 13, 2019, among TransDigm Inc., as issuer, TransDigm Group Incorporated, as a guarantor, the subsidiary guarantors party thereto, The Bank of New York Mellon Trust Company, N.A., as trustee and US collateral agent, and The Bank of New York Mellon, as UK collateral agent, relating to TransDigm Inc.'s 6.25% Senior Secured Notes due 2026</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
4.60	<u>First Supplemental Indenture, dated as of March 29, 2019, among TransDigm, Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u>	Filed herewith
4.61	<u>Form of TransDigm Inc.'s 5.50% Senior Subordinated Notes due 2020</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed October 15, 2012 (File No. 001-32833)
4.62	<u>Form of TransDigm Inc.'s 6.00% Senior Subordinated Notes due 2022</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 6, 2014 (File No. 001-32833)
4.63	<u>Form of TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2024</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 6, 2014 (File No. 001-32833)
4.64	<u>Form of TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2025</u>	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed May 19, 2015 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.65	Form of TransDigm Inc.'s 6.375% Senior Subordinated Notes due 2026	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 14, 2016 (File No. 001-32833)
4.66	Form of TransDigm UK Holdings plc's 6.875% Senior Subordinated Notes due 2026	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed May 14, 2018 (File No. 001-32833)
4.67	Form of TransDigm Inc.'s 7.50% Senior Subordinated Notes due 2027	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
4.68	Form of TransDigm Inc.'s 6.25% Senior Secured Notes due 2026	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
4.69	Form of Notation of Guarantee of TransDigm Inc.'s 5.50% Senior Subordinated Notes due 2020	Incorporated by reference to TransDigm Group Incorporated's Form 10-K filed November 16, 2012 (File No. 001-32833)
4.70	Form of Notation of Guarantee of TransDigm Inc.'s 6.00% Senior Subordinated Notes due 2022	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 6, 2014 (File No. 001-32833)
4.71	Form of Notation of Guarantee of TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2024	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 6, 2014 (File No. 001-32833)
4.72	Form of Notation of Guarantee of TransDigm Inc.'s 6.50% Senior Subordinated Notes due 2025	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed May 19, 2015 (File No. 001-32833)
4.73	Form of Notation of Guarantee of TransDigm Inc.'s 6.375% Senior Subordinated Notes due 2026	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed June 14, 2016 (File No. 001-32833)
4.74	Form of Notation of Guarantee of TransDigm UK Holdings plc's 6.875% Senior Subordinated Notes due 2026	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed May 14, 2018 (File No. 001.32833)
4.75	Form of Notation of Guarantee of TransDigm Inc's 7.50% Senior Subordinated Notes due 2027	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
4.76	Form of Notation of Guarantee of TransDigm Inc.'s 6.25% Senior Secured Notes due 2026	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
4.77	Registration Rights Agreement, dated as of May 8, 2018, among TransDigm UK Holdings plc, TransDigm Inc., TransDigm Group Incorporated, the subsidiary guarantors party thereto and Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the initial purchasers	Incorporated by reference to TransDigm Group Incorporated's Form 8-K filed May 14, 2018 (File No. 001-32833)

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
4.78	Registration Rights Agreement, dated as of February 13, 2019, among TransDigm Inc., as issuer, TransDigm Group Incorporated, as a guarantor, the subsidiary guarantors party thereto and Morgan Stanley & Co. LLC and Credit Suisse Securities (USA) LLC, as representatives for the initial purchasers	Incorporated by reference to TransDigm Group Incorporated's Form 8-K, filed February 13, 2019 (File No. 001-32833)
5.1	Opinion of Jones Day	Filed herewith
5.2	Opinion of Jones Day	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
5.3	Opinion of Perkins Coie LLP	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
5.4	Opinion of Shipman & Goodwin LLP	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
5.5	Opinion of McGuireWoods LLP	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
5.6	Opinion of Greenbaum, Rowe, Smith & Davis LLP	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
5.7	Opinion of Perkins Coie LLP	Filed herewith
5.8	Opinion of Lewis, Brisbois, Bisgaard & Smith LLP	Filed herewith
8.1	Opinion of Jones Day relating to tax matters	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
8.2	Opinion of Jones Day relating to tax matters (included in Exhibit 5.2 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
23.1	Consent of Independent Registered Public Accounting Firm	Filed herewith
23.2	Consent of Independent Registered Public Accounting Firm	Filed herewith
23.3	Consent of Jones Day (included in Exhibit 5.1 hereto)	Filed herewith
23.4	Consent of Jones Day (included in Exhibit 5.2 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
23.5	Consent of Perkins Coie LLP (included in Exhibit 5.3 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
23.6	Consent of Shipman & Goodwin LLP (included in Exhibit 5.4 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
23.7	Consent of McGuireWoods LLP (included in Exhibit 5.5 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
23.8	Consent of Greenbaum, Rowe, Smith & Davis LLP (included in Exhibit 5.6 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
23.9	Consent of Perkins Coie LLP (included in Exhibit 5.7 hereto)	Filed herewith
23.10	Consent of Lewis, Brisbois, Bisgaard & Smith LLP (included in Exhibit 5.8 hereto)	Filed herewith
23.11	Consent of Jones Day (included in Exhibit 8.1 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
23.12	Consent of Jones Day (included in Exhibit 5.2 hereto)	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.1	Power of Attorney with respect to TransDigm UK Holdings plc	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.2	Power of Attorney with respect to TransDigm Inc.	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.3	Power of Attorney with respect to TransDigm Group Incorporated	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.4	Power of Attorney with respect to Champion Aerospace LLC	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.5	Power of Attorney with respect to Adams Rite Aerospace, Inc.	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.6	Power of Attorney with respect to MarathonNorco Aerospace, Inc.	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.7	Power of Attorney with respect to Avionic Instruments LLC	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.8	Power of Attorney with respect to Skurka Aerospace Inc.	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.9	<u>Power of Attorney with respect to CDA Intercorp LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.10	<u>Power of Attorney with respect to Aviation Technologies, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.11	<u>Power of Attorney with respect to AvtechTyee, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.12	<u>Power of Attorney with respect to Transicoil LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.13	<u>Power of Attorney with respect to AeroControlex Group, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.14	<u>Power of Attorney with respect to Acme Aerospace, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.15	<u>Power of Attorney with respect to Dukes Aerospace, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.16	<u>Power of Attorney with respect to CEF Industries, LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.17	<u>Power of Attorney with respect to Bruce Aerospace Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.18	<u>Power of Attorney with respect to Semco Instruments, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.19	<u>Power of Attorney with respect to Hartwell Corporation</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.20	<u>Power of Attorney with respect to McKechnie Aerospace DE, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.21	<u>Power of Attorney with respect to McKechnie Aerospace Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.22	<u>Power of Attorney with respect to McKechnie Aerospace US LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.23	<u>Power of Attorney with respect to Texas Rotronics, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.24	<u>Power of Attorney with respect to Electromech Technologies LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.25	<u>Power of Attorney with respect to Schneller LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.26	<u>Power of Attorney with respect to HarcoSemco LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.27	<u>Power of Attorney with respect to AmSafe Global Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.28	<u>Power of Attorney with respect to Bridport Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.29	<u>Power of Attorney with respect to AmSafe, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.30	<u>Power of Attorney with respect to Shield Restraint Systems, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.31	<u>Power of Attorney with respect to Bridport-Air Carrier, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.32	<u>Power of Attorney with respect to Bridport Erie Aviation, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.33	<u>Power of Attorney with respect to Arkwin Industries, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.34	<u>Power of Attorney with respect to Whippany Actuation Systems, LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.35	<u>Power of Attorney with respect to Aerosonic LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.36	<u>Power of Attorney with respect to Airborne Acquisition, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.37	<u>Power of Attorney with respect to Airborne Global, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.38	<u>Power of Attorney with respect to Airborne Systems North America Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.39	<u>Power of Attorney with respect to Airborne Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.40	<u>Power of Attorney with respect to Airborne Systems North America of CA Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.41	<u>Power of Attorney with respect to Airborne Systems NA Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.42	<u>Power of Attorney with respect to Airborne Systems North America of NJ Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.43	<u>Power of Attorney with respect to Avionics Specialties, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.44	<u>Power of Attorney with respect to PneuDraulics, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.45	<u>Power of Attorney with respect to Telair US LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.46	<u>Power of Attorney with respect to Telair International LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.47	<u>Power of Attorney with respect to Pexco Aerospace, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.48	<u>Power of Attorney with respect to Breeze-Eastern LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.49	<u>Power of Attorney with respect to ILC Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.50	<u>Power of Attorney with respect to Data Device Corporation</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.51	<u>Power of Attorney with respect to Beta Transformer Technology Corporation</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.52	<u>Power of Attorney with respect to Beta Transformer Technology LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.53	<u>Power of Attorney with respect to Young & Franklin Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.54	<u>Power of Attorney with respect to Tactair Fluid Controls, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.55	<u>Power of Attorney with respect to Johnson Liverpool LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.56	<u>Power of Attorney with respect to North Hills Signal Processing Corp.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.57	<u>Power of Attorney with respect to North Hills Signal Processing Overseas Corp.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.58	<u>Power of Attorney with respect to Kirkhill Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.59	<u>Power of Attorney with respect to Extant Components Group Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.60	<u>Power of Attorney with respect to Extant Components Group Intermediate, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.61	<u>Power of Attorney with respect to Symetrics Industries, LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.62	<u>Power of Attorney with respect to Symetrics Technology Group, LLC</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.63	<u>Power of Attorney with respect to TEAC Aerospace Holdings, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.64	<u>Power of Attorney with respect to TEAC Aerospace Technologies, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.65	<u>Power of Attorney with respect to Skandia, Inc.</u>	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
24.66	<u>Power of Attorney with respect to Esterline Technologies Corporation (included in the signature pages hereto)</u>	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.67	<u>Power of Attorney with respect to Souriau USA, Inc. (included in the signature pages hereto)</u>	Filed herewith
24.68	<u>Power of Attorney with respect to Esterline International Company (included in the signature pages hereto)</u>	Filed herewith
24.69	<u>Power of Attorney with respect to Leach Holding Corporation (included in the signature pages hereto)</u>	Filed herewith
24.70	<u>Power of Attorney with respect to Leach International Corporation (included in the signature pages hereto)</u>	Filed herewith
24.71	<u>Power of Attorney with respect to Leach Technology Group, Inc. (included in the signature pages hereto)</u>	Filed herewith
24.72	<u>Power of Attorney with respect to TA Aerospace Co. (included in the signature pages hereto)</u>	Filed herewith
24.73	<u>Power of Attorney with respect to Esterline US LLC (included in the signature pages hereto)</u>	Filed herewith
24.74	<u>Power of Attorney with respect to CMC Electronics Aurora LLC (included in the signature pages hereto)</u>	Filed herewith
24.75	<u>Power of Attorney with respect to Advanced Input Devices, Inc. (included in the signature pages hereto)</u>	Filed herewith
24.76	<u>Power of Attorney with respect to Esterline Europe Company LLC (included in the signature pages hereto)</u>	Filed herewith
24.77	<u>Power of Attorney with respect to Esterline Georgia US LLC (included in the signature pages hereto)</u>	Filed herewith
24.78	<u>Power of Attorney with respect to Esterline Federal LLC (included in the signature pages hereto)</u>	Filed herewith
24.79	<u>Power of Attorney with respect to Angus Electronics Co. (included in the signature pages hereto)</u>	Filed herewith
24.80	<u>Power of Attorney with respect to Avista, Incorporated (included in the signature pages hereto)</u>	Filed herewith
24.81	<u>Power of Attorney with respect to Esterline Sensors Services Americas, Inc. (included in the signature pages hereto)</u>	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.82	<u>Power of Attorney with respect to Esterline Technologies SGIP LLC (included in the signature pages hereto)</u>	Filed herewith
24.83	<u>Power of Attorney with respect to Hytek Finishes Co. (included in the signature pages hereto)</u>	Filed herewith
24.84	<u>Power of Attorney with respect to Janco Corporation (included in the signature pages hereto)</u>	Filed herewith
24.85	<u>Power of Attorney with respect to Mason Electric Co. (included in the signature pages hereto)</u>	Filed herewith
24.86	<u>Power of Attorney with respect to NMC Group Inc. (included in the signature pages hereto)</u>	Filed herewith
24.87	<u>Power of Attorney with respect to Norwich Aero Products, Inc. (included in the signature pages hereto)</u>	Filed herewith
24.88	<u>Power of Attorney with respect to Palomar Products, Inc. (included in the signature pages hereto)</u>	Filed herewith
24.89	<u>Power of Attorney with respect to 17111 Waterview Pkwy LLC (included in the signature pages hereto)</u>	Filed herewith
24.90	<u>Power of Attorney with respect to Korry Electronics Co. (included in the signature pages hereto)</u>	Filed herewith
24.91	<u>Power of Attorney with respect to Memtron Technologies Co. (included in the signature pages hereto)</u>	Filed herewith
24.92	<u>Power of Attorney with respect to Sunbank Family of Companies LLC (included in the signature pages hereto)</u>	Filed herewith
24.93	<u>Power of Attorney with respect to Joslyn Sunbank Company, LLC (included in the signature pages hereto)</u>	Filed herewith
24.94	<u>Power of Attorney with respect to Armtec Defense Products Co. (included in the signature pages hereto)</u>	Filed herewith
24.95	<u>Power of Attorney with respect to Armtec Countermeasures Co. (included in the signature pages hereto)</u>	Filed herewith
24.96	<u>Power of Attorney with respect to Armtec Countermeasures TNO Co. (included in the signature pages hereto)</u>	Filed herewith

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Exhibit No.	Description	Filed Herewith or Incorporated by Reference From
24.97	Power of Attorney with respect to Racal Acoustics, Inc. (included in the signature pages hereto)	Filed herewith
24.98	Power of Attorney with respect to Gamesman Inc. (included in the signature pages hereto)	Filed herewith
25.1	Statement of Eligibility of Trustee with respect to the Indenture dated as of May 8, 2018, relating to the 6.875% Senior Subordinated Notes due 2026	Filed herewith
99.1	Form of Letter of Transmittal	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
99.2	Form of Notice of Guaranteed Delivery	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
99.3	Form of Letter to Clients	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018
99.4	Form of Letter to Nominees	Previously filed with the Registration Statement on Form S-4 (No. 333-228336) filed on November 9, 2018

(b) Financial Statement Schedules. Financial statement schedules are omitted because they are not required or the required information is shown in the consolidated financial statements or the notes thereto incorporated by reference into the prospectus that forms a part of this registration statement.

(c) Opinions. Not applicable.

Item 22. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission

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such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(8) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(9) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, TransDigm UK Holdings plc has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Director (Principal Executive and Financial Officer and Authorized Representative in the United States)	<u>April 2, 2019</u>
<u>/s/ Sarah Wynne</u> Sarah Wynne	Director (Principal Accounting Officer)	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, TransDigm Group Incorporated has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
* <u>Kevin M. Stein</u>	President, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Financial Officer (Principal Financial Officer)	<u>April 2, 2019</u>
* <u>James L. Skulina</u>	Senior Vice President of Finance (Principal Accounting Officer)	<u>April 2, 2019</u>
* <u>W. Nicholas Howley</u>	Executive Chairman and Director	<u>April 2, 2019</u>
* <u>David Barr</u>	Director	<u>April 2, 2019</u>
* <u>William Dries</u>	Director	<u>April 2, 2019</u>
* <u>Mervin Dunn</u>	Director	<u>April 2, 2019</u>
* <u>Michael Graff</u>	Director	<u>April 2, 2019</u>
* <u>Sean P. Hennessy</u>	Director	<u>April 2, 2019</u>
* <u>Raymond F. Laubenthal</u>	Director	<u>April 2, 2019</u>
* <u>Gary E. McCullough</u>	Director	<u>April 2, 2019</u>

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Signature	Title	Date
* _____ Douglas W. Peacock	Director	<u>April 2, 2019</u>
* _____ Michele Santana	Director	<u>April 2, 2019</u>
* _____ Robert J. Small	Director	<u>April 2, 2019</u>
* _____ John Staer	Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Champion Aerospace LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

CHAMPION AEROSPACE LLC

By: TransDigm Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>*</u> Kevin M. Stein	President, Chief Executive Officer and Director of TransDigm Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Financial Officer and Director of TransDigm Inc., its sole member (Principal Financial Officer)	<u>April 2, 2019</u>
<u>*</u> James L. Skulina	Senior Vice President of Finance of TransDigm Inc., its sole member (Principal Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	General Counsel, Chief Compliance Officer, Secretary and Director of TransDigm Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Adams Rite Aerospace, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ADAMS RITE AEROSPACE, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board of Directors
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	<u>April 2, 2019</u>
<u>*</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, MarathonNorco Aerospace, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MARATHONNORCO AEROSPACE, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Skurka Aerospace Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SKURKA AEROSPACE INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>*</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, CDA InterCorp LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

CDA INTERCORP LLC

By: TransDigm Inc., its sole member

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>*</u> Kevin M. Stein	President, Chief Executive Officer and Director of TransDigm Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Financial Officer and Director of TransDigm Inc., its sole member (Principal Financial Officer)	<u>April 2, 2019</u>
<u>*</u> James L. Skulina	Senior Vice President of Finance of TransDigm Inc., its sole member (Principal Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	General Counsel, Chief Compliance Officer, Secretary and Director of TransDigm Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Aviation Technologies, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AVIATION TECHNOLOGIES, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, AvtechTyee, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AVTECHTYEE, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Transicoil LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TRANSICOIL LLC

By: Aviation Technologies, Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director of Aviation Technologies, Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer of Aviation Technologies, Inc., its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of Aviation Technologies, Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, AeroControlex Group, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AEROCONTROLEX GROUP, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>
* <u>Kevin M. Stein</u>	Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acme Aerospace, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ACME AEROSPACE, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Dukes Aerospace, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

DUKES AEROSPACE, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Bruce Aerospace Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BRUCE AEROSPACE INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Semco Instruments, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SEMCO INSTRUMENTS, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Hartwell Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

HARTWELL CORPORATION

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, McKechnie Aerospace DE, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MCKECHNIE AEROSPACE DE, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board of Directors,
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, President, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, McKechnie Aerospace Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, McKechnie Aerospace US LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MCKECHNIE AEROSPACE US LLC

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

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors,
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, President, Chief Executive Officer and Director of McKechnie Aerospace DE, Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer of McKechnie Aerospace DE, Inc., its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of McKechnie Aerospace DE, Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Texas Rotronics, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TEXAS ROTRONICS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Electromech Technologies LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ELECTROMECH TECHNOLOGIES LLC

By: McKechnie Aerospace US LLC, its
sole member

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

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board of Directors, President
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, President, Chief Executive Officer and Director of McKechnie Aerospace DE, Inc., the sole member of McKechnie Aerospace US LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer of McKechnie Aerospace DE, Inc., the sole member of McKechnie Aerospace US LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of McKechnie Aerospace DE, Inc., the sole member of McKechnie Aerospace US LLC, its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, AmSafe Global Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AMSAFE GLOBAL HOLDINGS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Bridport Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BRIDPORT HOLDINGS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, AmSafe, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AMSAFE, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Shield Restraint Systems, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SHIELD RESTRAINT SYSTEMS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Bridport-Air Carrier, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BRIDPORT-AIR CARRIER, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Bridport Erie Aviation, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Chairman of the Board of Directors and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Chairman of the Board of Directors, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Michael J. Lisman</u>	Vice President and Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>
* <u>Kevin M. Stein</u>	Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Jonathan D. Crandall
Jonathan D. Crandall, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Arkwin Industries, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2018.

ARKWIN INDUSTRIES, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Whippany Actuation Systems, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

WHIPPANY ACTUATION SYSTEMS, LLC

By: TransDigm Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>*</u> Kevin M. Stein	President, Chief Executive Officer and Director of TransDigm Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Financial Officer and Director of TransDigm Inc., its sole member (Principal Financial Officer)	<u>April 2, 2019</u>
<u>*</u> James L. Skulina	Senior Vice President of Finance of TransDigm Inc., its sole member (Principal Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	General Counsel, Chief Compliance Officer, Secretary and Director of TransDigm Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Airborne Acquisition, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AIRBORNE ACQUISITION, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Airborne Global, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AIRBORNE GLOBAL, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Airborne Systems North America Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

**AIRBORNE SYSTEMS NORTH
AMERICA INC.**

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Airborne Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AIRBORNE HOLDINGS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer, President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Airborne Systems NA Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AIRBORNE SYSTEMS NA INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Airborne Systems North America of NJ Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

**AIRBORNE SYSTEMS NORTH
AMERICA OF NJ INC.**

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board of Directors and Chief
Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chairman of the Board of Directors, Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Vice President and Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Avionics Specialties, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AVIONICS SPECIALTIES, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PneuDrualics, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

PNEUDRAULICS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>*</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Telair US LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TELAIR US LLC

By: TransDigm Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>*</u> Kevin M. Stein	President, Chief Executive Officer and Director of TransDigm Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Financial Officer and Director of TransDigm Inc., its sole member (Principal Financial Officer)	<u>April 2, 2019</u>
<u>*</u> James L. Skulina	Senior Vice President of Finance of TransDigm Inc., its sole member (Principal Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	General Counsel, Chief Compliance Officer, Secretary and Director of TransDigm Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Pexco Aerospace, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

PEXCO AEROSPACE, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Breeze-Eastern LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BREEZE-EASTERN LLC

By: TransDigm Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>*</u> Kevin M. Stein	President, Chief Executive Officer and Director of TransDigm Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Financial Officer and Director of TransDigm Inc., its sole member (Principal Financial Officer)	<u>April 2, 2019</u>
<u>*</u> James L. Skulina	Senior Vice President of Finance of TransDigm Inc., its sole member (Principal Accounting Officer)	<u>April 2, 2019</u>
<u>*</u> Halle F. Terrion	General Counsel, Chief Compliance Officer, Secretary and Director of TransDigm Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, ILC Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ILC HOLDINGS, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Data Device Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

DATA DEVICE CORPORATION

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Beta Transformer Technology Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BETA TRANSFORMER TECHNOLOGY CORPORATION

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Beta Transformer Technology LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

BETA TRANSFORMER TECHNOLOGY LLC

By: Beta Transformer Technology Corporation, its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director of Beta Transformer Technology Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer and Director of Beta Transformer Technology Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of Beta Transformer Technology Corporation, its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Young & Franklin Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

YOUNG & FRANKLIN INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Tactair Fluid Controls, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TACTAIR FLUID CONTROLS, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Johnson Liverpool LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

JOHNSON LIVERPOOL LLC

By: Young & Franklin Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director of Young & Franklin Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer of Young & Franklin Inc., its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of Young & Franklin Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, North Hills Signal Processing Corp. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

NORTH HILLS SIGNAL PROCESSING CORP.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, North Hills Signal Processing Overseas Corp. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

**NORTH HILLS SIGNAL PROCESSING OVERSEAS
CORP.**

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Extant Components Group Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

EXTANT COMPONENTS GROUP HOLDINGS, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Extant Components Group Intermediate, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

**EXTANT COMPONENTS GROUP INTERMEDIATE,
INC.**

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Symetrics Industries, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SYMETRICS INDUSTRIES, LLC

By: Symetrics Technology Group, LLC, its sole member

By: Extant Components Group Intermediate, Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director of Extant Components Group Intermediate, Inc., the sole member of Symetrics Technology Group, LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer of Extant Components Group Intermediate, Inc., the sole member of Symetrics Technology Group, LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of Extant Components Group Intermediate, Inc., the sole member of Symetrics Technology Group, LLC, its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Symetrics Technology Group, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SYMETRICS TECHNOLOGY GROUP, LLC

By: Extant Components Group Intermediate, Inc., its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director of Extant Components Group Intermediate, Inc., its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer of Extant Components Group Intermediate, Inc., its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director of Extant Components Group Intermediate, Inc., its sole member	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, TEAC Aerospace Holdings, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TEAC AEROSPACE HOLDINGS, INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman

Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Skandia, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SKANDIA, INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
* <u>Jonathan D. Crandall</u>	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
* <u>Halle F. Terrion</u>	Secretary and Director	<u>April 2, 2019</u>

* The undersigned, by signing his name hereto, does sign and execute this registration statement on Form S-4 pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is incorporated by reference herein.

By: /s/ Michael J. Lisman
Michael J. Lisman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Technologies Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE TECHNOLOGIES CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Souriau USA, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SOURIAU USA, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline International Company has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE INTERNATIONAL COMPANY

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leach Holding Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

LEACH HOLDING CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leach International Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

LEACH INTERNATIONAL CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leach Technology Group, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

LEACH TECHNOLOGY GROUP, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, TA Aerospace Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TA AEROSPACE CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline US LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE US LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, CMC Electronics Aurora LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

CMC ELECTRONICS AURORA LLC

By: Esterline US LLC, its sole member

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Advanced Input Devices, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ADVANCED INPUT DEVICES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Europe Company LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE EUROPE COMPANY LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Georgia US LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE GEORGIA US LLC

By: Esterline Europe Company LLC, its sole member

By: Esterline Technologies Corporation, its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Federal LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE FEDERAL LLC

By: Esterline Georgia US LLC, its sole member

By: Esterline Technologies Corporation, its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Angus Electronics Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ANGUS ELECTRONICS CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Avista, Incorporated has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AVISTA, INCORPORATED

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Sensors Services Americas, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE SENSORS SERVICES AMERICAS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Technologies SGIP LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Hytek Finishes Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

HYTEK FINISHES CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Janco Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

JANCO CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Mason Electric Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MASON ELECTRIC CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, NMC Group Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

NMC GROUP INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Norwich Aero Products, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

NORWICH AERO PRODUCTS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Palomar Products, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

PALOMAR PRODUCTS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, 17111 Waterview Pkwy LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Korry Electronics Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

KORRY ELECTRONICS CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Memtron Technologies Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MEMTRON TECHNOLOGIES CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Sunbank Family of Companies LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SUNBANK FAMILY OF COMPANIES LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Joslyn Sunbank Company, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

JOSLYN SUNBANK COMPANY, LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Armtec Defense Products Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ARMTEC DEFENSE PRODUCTS CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Armtec Countermeasures Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ARMTEC COUNTERMEASURES CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Armtec Countermeasures TNO Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ARMTEC COUNTERMEASURES TNO CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Racal Acoustics, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

RACAL ACOUSTICS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Gamesman Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

GAMESMAN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

FIFTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ESTERLINE TECHNOLOGIES CORPORATION

FIRST: The name of the corporation (which is hereinafter referred to as the "Corporation") is Esterline Technologies Corporation.

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

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is five thousand (5,000) shares, all of which shall be Common Stock, \$0.01 par value per share.

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

SIXTH: In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws by a majority vote at any regular or special meeting of the Board or by written consent.

SEVENTH: The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Fifth Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation"), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law, and all rights, preferences and privileges of whatever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article Seventh.

EIGHTH: No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director:

- (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (iii) under Section 174 of the DGCL; or
- (iv) for any transaction from which the director derived an improper personal benefit.

If the DGCL is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

NINTH: (1) With respect to any matter existing or occurring at or prior to the effective time (the "Effective Time") of the merger contemplated by the Agreement and Plan of Merger, dated as of October 9, 2018, as amended by the First Amendment to Agreement and Plan of Merger, dated as of October 10, 2018, by and among the Corporation, TransDigm Group Incorporated and Thunderbird Merger Sub Inc.:

(a) each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized or permitted by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights that said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators or such person; provided, however, that, except as provided in paragraph (1)(b) of this Article Ninth, the Corporation shall indemnify any such person seeking indemnification in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit or proceeding (or part thereof) was authorized by the board of directors of the Corporation. The right to indemnification conferred in paragraph (1) of this Article Ninth shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such action, suit or proceeding in advance of its final disposition; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his capacity as such in advance of the final disposition of any such action, suit or proceeding shall be made only upon receipt by the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under paragraph (1) of this Article Ninth or otherwise. The Corporation may, by action of its board of directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers;

(b) if a claim under paragraph (1)(a) of this Article Ninth is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of

the Corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct; and

(c) the right to indemnification under paragraph (1) and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(2) With respect to any matter existing or occurring after the Effective Time:

(a)(i) the Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful; and

(ii) the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity by the Corporation for such expenses which the Delaware Court of Chancery or such other court shall deem proper;

(b) expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding shall (in the case of any action, suit or

proceeding against a director of the Corporation) or may (in the case of any action, suit or proceeding against an officer, trustee, employee or agent of the Corporation) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board upon receipt of an undertaking by or on behalf of a person so indemnified to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in paragraph (2) of this Article Ninth; and

(c) the indemnification and other rights set forth in paragraph (2) of this Article Ninth shall not be exclusive of any provisions with respect thereto in the By-Laws or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation.

(3) The Corporation shall have the power to purchase and maintain insurance, at its expense, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against liability under this Article Ninth and applicable law, including the DGCL.

(4) Neither the amendment nor repeal of this Article Ninth, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Ninth, shall eliminate or reduce the effect of this Article Ninth in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to the reimbursement of expenses pursuant to this Article Ninth if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

SECOND AMENDED AND RESTATED BY-LAWS
OF
ESTERLINE TECHNOLOGIES CORPORATION,
a Delaware corporation

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders shall be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as provided in Section 230 of the General Corporation Law of the State of Delaware (the “**DGCL**”), written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. **Record Date.** The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to

express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the DGCL.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. Until changed in accordance with the provisions of this section, the number of directors of the Corporation, none of whom need be stockholders, shall be no fewer than two (2) and no more than three (3). The number of directors may be fixed or changed by amendment of these By-laws or by resolution of the board of directors.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding his election and until his successor is elected and qualified, or until his earlier resignation, removal from office or death.

Section 4. Removal. All the directors, or all the directors of a particular class, or any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until their successors are elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting of the board of directors shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of three or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein and in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors or except as provided by law. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect a president, such number of vice presidents, if any, as the board may from time to time determine, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one be elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices, other than those of president and vice president, may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office at the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. Subject to the provisions of Section 8 of Article V of these By-laws, a vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the officer designated as chief executive officer, the president shall perform any and all duties of the chief executive officer

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring his signature; and shall have all the powers and duties prescribed by the DGCL and such others as the board of directors may from time to time assign to him.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of his absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by him; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require his signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; he shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. He shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and he shall have such other powers and duties as may from time to time be assigned to him by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed

to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers and employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, shall be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors, the chief executive officer or the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors. In the absence of such designation, the fiscal year of the Corporation shall end on December 31 in each year.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote or written consent of a majority of the whole board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION

OF

SOURIAU USA, INC.

FIRST:

The name of the Corporation is

Souriau USA, Inc.

SECOND:

The address of the Corporation's registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD:

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

FOURTH:

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of common stock, par value \$0.01 per share (the "Common Stock").

The number of authorized shares of the Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the Board of Directors of the Corporation, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware (or any successor provision thereto), and no vote of the holders of the Common Stock shall be required therefor.

FIFTH:

The name and mailing address of the incorporator is as follows;

Jeanine M. Salvatore
Willkie Farr & Gallagher
787 Seventh Avenue
New York, New York 10019-6099

SIXTH:

The name and address of the person who will serve as director until the first annual meeting of the stockholders or until his successor is elected and qualified is as follows:

Scott Roland
c/o FCI USA, Inc.
825 Old Trail Road
Etters, Pennsylvania 17319

SEVENTH:

In furtherance of, and not in limitation of, the powers conferred by law, the Board of Directors is expressly authorized and empowered:

(1) to adopt, amend or repeal the By-laws of the Corporation; provided, however, that the By-laws adopted by the Board of Directors under the powers hereby conferred maybe amended or repealed by the Board of Directors or by the stockholders having voting power with respect thereto; and

(2) from time to time to determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Corporation, or any of them, shall be open to inspection of stockholders; and, except as so determined or as expressly provided in this Certificate of Incorporation, no stockholder shall have any right to inspect any account, book or document of the Corporation other than such rights as may be conferred by applicable law.

The Corporation may in its By-laws confer powers upon the Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

EIGHTH:

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of or in any other capacity with another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall (in the case of any action, suit or proceeding against a director or officer of the

Corporation) or may (in the case of any action, suit or proceeding against a trustee, employee or agent) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

(c) The indemnification and other rights set forth in this article shall not be exclusive of any provisions with respect thereto in the By-Laws or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation. Notwithstanding anything to the contrary in this Article Eighth, the Corporation shall have no obligation to indemnify any person in connection with any action, suit or proceeding brought by such person against the Corporation unless such action, suit or proceeding was authorized by the Board of Directors.

(d) Neither the amendment nor repeal of this Article Eighth, subparagraph (a), (b) or (c), nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article Eighth, subparagraph (a), (b) or (c), shall eliminate or reduce the effect of this Article Eighth, subparagraphs (a), (b) and (c), in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article Eighth, subparagraph (a), (b) or (c), if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(e) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (b) shall be liable by reason that, in addition to any and all other requirements for liability, he:

(i) shall have breached his duty of loyalty to the Corporation or its stockholders;

(ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith;

(iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law; or

(iv) shall have derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

NINTH:

Except as may be expressly provided in this Certificate of Incorporation, the Corporation reserves the right at any time and from time to time to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law, and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whosoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article Ninth; *provided, however*, that any amendment or repeal of Article Eighth or Article Ninth of this Certificate of Incorporation shall not adversely affect any right or protection existing thereunder in respect of any act or omission occurring prior to such amendment or repeal.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a Corporation pursuant to the General Corporation Law of the State of Delaware makes this Certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this 6th day of February, 2003.

/s/ Jeanine M. Salvatore

Jeanine M. Salvatore

Incorporator

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND/OR REGISTERED OFFICE

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is SOURIAU USA, INC.

2. The Registered Office of the corporation in the State of Delaware is changed to Corporation Trust Center,
1209 Orange (street), in the City of
Wilmington, County of New Castle Zip Code 19801. The name of the Registered
Agent at such address upon whom process against this Corporation may be served is THE CORPORATION TRUST COMPANY
_____.
3. The foregoing change to the registered office/agent was adopted by a resolution of the Board of Directors of the corporation.

By: /s/ Robert D. George
Authorized Officer

Name: ROBERT D. GEORGE
Print or Type

AMENDED AND RESTATED BYLAWS
OF
SOURIAU USA, INC.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:06 PM 11/13/2007
Filed 02:44 PM 11/13/2007
SRV 071217252 – 445656507 FILE

CERTIFICATE OF FORMATION
OF
ESTERLINE INTERNATIONAL COMPANY

ARTICLE I

The name of the corporation is Esterline International Company.

ARTICLE II

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

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The Incorporator of the Corporation is Georges H. G. Yates. The address of the Incorporator is 1201 Third Avenue, Suite 4800, Seattle, WA 98101-3099.

All powers of the Incorporator will hereby terminate upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware. The following persons are appointed as the initial directors of the Corporation, effective immediately, to serve and hold office until the first annual meeting of the stockholders, or until such persons' successors are duly elected and qualified:

Robert W. Cremin
500 108th Avenue NE, Suite 1500
Bellevue, WA 98004

Robert D. George
500 108th Avenue NE, Suite 1500
Bellevue, WA 98004

Larry A. Kring
500 108th Avenue NE, Suite 1500
Bellevue, WA 98004

Rick Gentle
28065 Franklin Parkway
Valencia CA 91355

ARTICLE V

The Corporation is authorized to issue 1,000 shares of capital stock in the aggregate. The capital stock of the Corporation shall consist of a single class, designated “**Common Stock**,” with a par value of \$0.01 per share.

ARTICLE VI

To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of Delaware is hereafter amended to authorize, with or without the approval of the Corporation’s stockholders, further reductions in the liability of the Corporation’s directors for breach of fiduciary duty, then a director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

Any repeal or modification of any of the foregoing provisions of this Article VI, by amendment of this Article VI or by operation of law, shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

ARTICLE VII

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and other agents of the Corporation (and any other persons to which Delaware law permits the Corporation to provide indemnification or advancement of expenses), through bylaw provisions, agreements with any such director, officer, employee or other agent or other person, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory or nonstatutory), with respect to actions for breach of duty to a corporation, its stockholders, and others.

Any repeal or modification of any of the foregoing provisions of this Article VII, by amendment of this Article VII or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of the Corporation or any such other person existing at the time of, or increase the liability of any such director, officer, employee, agent or other person with respect to any acts or omissions thereof occurring prior to such repeal or modification.

ARTICLE VIII

The Corporation is to have perpetual existence.

ARTICLE IX

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE X

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation, but the stockholders may adopt additional bylaws and may amend or repeal any bylaw whether adopted by them or otherwise.

ARTICLE XI

The number of directors that will constitute the whole Board of Directors shall be designated in the Bylaws of the Corporation. Vacancies created by the resignation of one or more members of the Board of Directors and new directorships created in accordance with the Bylaws of the Corporation, may be filled by the vote of a majority, although less than a quorum, of the directors then in office or by a sole remaining director. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

ARTICLE XII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. Advance notice of new business and stockholder nominations for the election of Directors shall be provided in the manner and to the extent provided in the Bylaws of the Corporation.

ARTICLE XIII

Stockholders of the Corporation shall not be entitled to cumulate their votes for the election of directors or any other matter submitted to a vote of the stockholders.

ARTICLE XIV

Preemptive rights shall not exist with respect to shares of capital stock or securities convertible into the capital stock of the Corporation, whether now or hereafter authorized.

ARTICLE XV

The books of the Corporation may be kept (subject to any statutory provision) inside or outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors in the Bylaws of the Corporation.

The undersigned hereby further declares and certifies under penalty of perjury that the facts set forth in the foregoing certificate are true and correct to the knowledge of the undersigned, and that this certificate is the act and deed of the undersigned.

Executed on this 13th day of November, 2007.

/s/ Georges H. G. Yates
George H. G. Yates, Incorporator

AMENDED AND RESTATED BYLAWS
OF
ESTERLINE INTERNATIONAL COMPANY,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION

OF

LRE, INC.

We, the undersigned, in order to form a corporation pursuant to the provisions of the General Corporation Law of Delaware, do hereby certify as follows:

1. The name of the corporation is LRE, Inc.
2. The address of the corporation's registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name of the registered agent thereat is The Corporation Trust Company.
3. The nature of the business of the corporation and the purposes to be conducted or promoted by it are as follows:
 - (a) to design, manufacture, assemble, sell, lease, license, distribute, import, export and otherwise deal in and with all kinds of controls, switches, relays, transmission, receiving and recording equipment and devices, data processing and other computing equipment, metering and measuring devices, and generally any and all kinds of electronic instruments, equipment and devices and parts and components thereof;
 - (b) to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware;
 - (c) to acquire all or any part of the stock or other securities, goodwill, rights, property or assets of any kind and to undertake or assume all or any part of the obligations or liabilities of any corporation, association, partnership, syndicate, entity, or person located in or organized under the laws of any state, territory or possession of the United States of America or any foreign country, and to pay for the same in cash, stock, bonds, debentures, notes and/or other securities, secured or unsecured, of this or any other corporation or otherwise, in any manner permitted by law, and to conduct in any lawful manner the whole or any part of any business so acquired.

In addition to the general powers conferred by the laws of Delaware and the purposes hereinbefore set forth, the corporation shall also have the following powers:

- (d) to issue any of the shares of its capital stock of any class now or hereafter authorized for such considerations permitted by law and upon such terms and conditions as to the Board of Directors may seem proper in its absolute discretion, and the stock so issued shall be fully paid and not liable to any further call or payment thereof; in the absence of actual fraud in the transaction, the judgment of the Board of Directors as to the value of the property or other consideration received for the shares of capital stock shall be conclusive;

(e) to borrow money, make, issue and sell, pledge or otherwise dispose of checks, drafts, bills of exchange, documents of title, bonds, debentures, notes and other evidences of indebtedness of all kinds, whether unsecured or secured by mortgage, pledge or otherwise of any or all of the assets of the corporation, and without limit as to amount; and generally to mortgage, pledge or sell any stock or other securities or other property held by it for any of its purposes, all on such terms and conditions as the Board of Directors shall determine or authorize.

4. The total number of shares of all classes of stock which the corporation is authorized to issue is 9,000 shares of common stock, having a par value of \$.10 per share.

5. The names and places of residence of each of the incorporators are as follows:

<u>Name</u>	<u>Residence</u>
Kenneth N. LaVine	70-03 Harrow Street Forest Hills, N.Y. 11375
John N. Marden	49 Walbrooke Road Scarsdale, N.Y. 10583

6. The number of directors of the corporation shall be such as from time to time may be fixed by, or in the manner provided in, the By-laws, but in no case shall the number be less than the minimum number authorized by the laws of Delaware. Directors need not be stockholders. The election of directors need not be by ballot.

7. The Board of Directors shall have the power: (i) to make, alter or amend the By-laws, subject only to such limitations, if any, as the By-laws of the corporation may from time to time impose; (ii) from time to time to fix and determine and to vary the amount to be reserved as working capital of the corporation, and, before the payment of any dividends or making any distribution or profits, to set aside out of the surplus or net profits of the corporation such sum or sums as the Board may from time to time in its absolute discretion think proper either as additional working capital or as a reserve fund to meet contingencies, or for the repairing or maintaining of any property of the corporation, or for such other corporate purposes as the Board of Directors shall think conducive to the interests of the corporation, subject only to such limitation, if any, as the By-laws of the corporation may from time to time impose; (iii) from time to time, to the extent, now or hereafter permitted by the laws of Delaware, to sell, lease, exchange or otherwise dispose of any part of the property and assets of the corporation which the Board of Directors deems it expedient and for the best interests of the corporation to dispose of, or disadvantageous to continue to own, without assent of the stockholders by vote or otherwise; (iv) to issue or cause to be issued from time to time all or any part of the authorized capital stock of the corporation on such terms and for such consideration as the Board may determine in its discretion without obtaining the approval of the holders of any of the then outstanding capital stock; (v) pursuant to the written consent of the holders of a majority of the shares of stock issued and outstanding having voting power, or pursuant to the affirmative vote of the holders of a majority of the shares of stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, to sell, lease, exchange, or otherwise dispose

of all of the property and assets of the corporation, including its goodwill and its corporate franchises, upon such terms and conditions as the Board of Directors deems expedient and for the best interests of the corporation; (vi) from time to time to authorize the corporation to borrow money or to pledge the credit of the corporation by guaranty or otherwise, and to issue, sell, pledge, or otherwise deliver or dispose of stock of this or any other corporation, bonds, debentures, notes or other evidences of indebtedness, whether unsecured or secured by mortgage, pledge or other lien of any or all of the assets of the corporation, all on such terms and conditions as the Board of Directors may determine or authorize in its discretion without obtaining the approval of any of the holders of any of the then outstanding, capital stock of the corporation; and (vii) to exercise any and all other powers conferred by law or by this certificate or which may be conferred upon the Board of Directors by the corporation through appropriate By-law provisions or otherwise.

8. The Board of Directors, by resolution or resolutions duly adopted by it, may designate one or more committees, each committee to consist of one or more directors of the corporation, which, to the extent provided in the resolution or resolutions or in the By-laws of the corporation, but subject to any limitations specifically imposed by the laws of Delaware, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it.

9. No contract, act or transaction of the corporation with any person, firm or corporation shall be affected or invalidated by reason of the fact that any director or officer of the corporation is a party to or is interested in such contract, act or transaction, or in any way connected with such person, firm or corporation, provided that such interest or connection shall have been disclosed or known to the corporation. Any director of the corporation having any such interest or connection may, nevertheless, be counted in determining the existence of a quorum at any meeting of the Board or a committee which shall authorize any such contract, act or transaction and may vote thereon with full force and effect. No such officer or director nor any such person, firm or corporation in or with which such director or officer is connected shall be liable to account to the corporation for any profit realized from or through any such contract, act or transaction.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation or any amendment thereto in the manner now or hereafter prescribed by statute, and all rights conferred on the stockholders hereunder are granted subject to this reservation,

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of October, 1973.

/s/ Kenneth N. LaVine (L.S.)

/s/ John N. Marden (L.S.)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LRE, INC.

LRE, Inc., a Delaware corporation (hereinafter called the "Corporation") hereby certifies:

1. At a Meeting of the Board of Directors of the Corporation duly held and convened, resolutions were duly adopted setting forth the following proposed Amendments to the Certificate of Incorporation of the Corporation and declaring the amendments advisable and recommending them to the stockholders for their approval:

RESOLVED that Article 1 of the Certificate of Incorporation be amended to read as follows:

"1. The name of the Corporation is "Leach International Incorporated"; and be it further

RESOLVED that Article 4 of the Certificate of Incorporation be amended to read as follows:

"4. The total number of shares of all classes of stock which the Corporation is authorized to issue is 6,000,000 shares; of which 1,000,000 shares, having a par value of \$0.01 per share, will be Preferred Stock and 5,000,000 shares having a par value of \$0.10 per share, will be Common Stock.

The designations and the power, preferences and rights and the qualifications, limitations or restrictions in respect of the shares of each Class of Stock will be as follows:

voting power for all purposes and the holders of the Preferred Stock shall have no voting rights or voice whatsoever in the affairs or management of the Corporation or the right to notice of any meeting of stockholders, except as may be set forth in the resolution or resolutions of the Board of Directors referred to in

Section 4(b) below, or as specifically required by law. The amount of the authorized Preferred Stock may be increased or decreased solely by the affirmative vote of a majority of the outstanding shares of Common Stock.

On all matters to be voted or acted upon by the Stockholders, each holder of the Common Stock will be entitled to one vote for each share of such stock held of record in the holders name on the books of the Corporation at the time determined according to law.

(b) Terms of Preferred Stock. Except as otherwise provided herein or by law, the Board of Directors of the Corporation is expressly authorized to provide for the issuance of all or any shares of Preferred Stock in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such class or series and as may be permitted by the General Corporation Law of the State of Delaware, including, without limitation, the authority to provide that any such class or series may be (i) subject to redemption at such time or times and at such price or prices; (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (iv) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Corporation at such price or prices or at such rates of exchange and with such adjustments, all as may be stated in such resolution or resolutions.”

2. Thereafter, the holder of a majority of the outstanding stock of the Corporation having a right to vote consented in writing to the aforesaid Amendment pursuant to Section 228 of the General Corporation Law of Delaware, and prompt written notice was given to the stockholders who did not consent in writing to the action taken as provided in Section 228 of the General Corporation Law of Delaware.

3. The aforesaid amendment was duly adopted in accordance with the provisions of section 242 of the General Corporation Law of Delaware.

4. The capital of the Corporation will not be reduced under or by reason of the aforesaid amendment.

IN WITNESS WHEREOF, LRE, Inc. has caused this Certificate to be duly executed by its President and attested by its Secretary thereunto duly authorized this 28th day of September, 1992.

LRE, INC.

By: _____ /s/ authorized signatory
President

ATTEST:

/s/ authorized signatory
Secretary

CERTIFICATE OF CORRECTION
OF CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF INCORPORATION
OF
LEACH INTERNATIONAL INCORPORATED

It is hereby certified that:

1. The name of the Corporation (hereinafter referred to as the "Corporation") is Leach International Incorporated. The Corporation was formerly known as LRE, Inc.

2. The Certificate of Amendment to the Certificate of Incorporation of the Corporation which was filed by the Secretary of State of Delaware on September 28, 1992 is hereby corrected.

3. The inaccuracy to be corrected in the Certificate of Amendment is as follows:

The first sentence in (a) of Article 4, as amended, was incorrect in that the words "(a) Voting Rights. The holders of the Common Stock shall have the exclusive" were inadvertently omitted.

4. The portion of the Certificate of Amendment in corrected form is as follows:

(a) Voting Rights. The holders of the Common Stock shall have the exclusive voting power for all purposes and the holders of the Preferred Stock shall have no voting rights or voice what-soever in the affairs or management of the Corporation or the right to notice of any meeting of stockholders, except as may be set forth in the resolution or resolutions of the Board of Directors referred to in Section 4(b) below, or as specifically required by law.

Signed and attested to on February 26, 1993.

/s/ authorized signatory
President

ATTEST:

/s/ authorized signatory
Secretary

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

LEACH INTERNATIONAL INCORPORATED
Under Section 242 of the Delaware
General Corporation Law

We, the undersigned, Maurice D. Fuller and David R. Lindskog, being respectively President and secretary of Leach International Incorporated (the "Corporation"), hereby certify:

FIRST: The name of the Corporation is Leach International Incorporated.

SECOND: The Certificate of Incorporation of the Corporation was filed with the secretary of State of the State of Delaware on October 15, 1973.

THIRD: Article 4 of the Certificate of Incorporation of the Corporation is amended to read as follows:

4. The total number of shares of all classes of stock which the Corporation is authorized to issue is two million (2,000,000) shares of common stock having a par value of \$0.10 per share.

FOURTH: The following material is hereby inserted after Article 10 of the Certificate of Incorporation of the Corporation:

11. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts and omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Corporation Law as the same exists or hereafter be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability

of the directors, then, in addition to the limitation on personal liability provided herein, the liability of a director of the Corporation shall be limited to the fullest extent permitted by the Delaware General Corporation Law. Any repeal or modification of this paragraph by the Stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

FIFTH: The aforesaid changes to the Certificate of Incorporation were authorized by resolutions of the directors of the Corporation adopted at a meeting of the directors held on January 25, 1994, followed by the written and written notice has been given as provided in that section.

Signed and attested to on this 28th day of January, 1994.

/s/ Maurice D. Fuller

Maurice D. Fuller

President

ATTEST:

/s/ David R. Lindskog

David R. Lindskog

Secretary

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEACH INTERNATIONAL INCORPORATED

Leach International Incorporated (hereinafter called the "Corporation") hereby certifies:

1. At a meeting of the Board of Directors of the Corporation duly held and convened, resolutions were duly adopted setting forth the following proposed amendments to the Certificate of Incorporation of the Corporation and declaring the amendments advisable and recommending them to the stockholders for their approval:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing Article 1 thereof so that said Article shall be and read as follows:

"The name of the Corporation is: Leach Holding Corporation";

2. Thereafter, the holders of a majority of the outstanding stock of the Corporation having a right to vote consented in writing to the aforesaid amendment pursuant to Section 228 of the General corporation Law of Delaware, and prompt written notice was given to the Stockholders who did not consent in writing to the action taken as provided in Section 228 of the General Corporation Law of Delaware.

3. The aforesaid amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, Leach International Incorporated has caused this Certificate to be duly executed by a Vice President and attested by its Secretary thereunto duly authorized this 17th day of March, 1995.

Leach International Incorporated

By: /s/ authorized signatory
Vice President

ATTEST:

/s/ authorized signatory
Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is LEACH HOLDING CORPORATION.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 9, 1999.

David R Lindskog
David R. Lindskog, Sr. V.P.

**CERTIFICATE OF MERGER OF
LEACH HOLDING CORPORATION
AND
ESTERLINE ACQUISITION SUB, INC.**

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations participating in the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Leach Holding Corporation	Delaware
Esterline Acquisition Sub, Inc.	Delaware

SECOND: That an agreement and plan of merger (the "Agreement and Plan of Merger") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Leach Holding Corporation.

FOURTH: That the Certificate of Incorporation of Leach Holding Corporation shall amended and restated as in attached Exhibit A.

FIFTH: That the executed Agreement and Plan of Merger is on file at an office of the surviving corporation, the address of which is c/o Esterline Technologies Corporation, 500 – 108th Avenue NE, Ste. 1500, Bellevue, Washington, 98004.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That this Certificate of Merger shall be effective as of August 27, 2004, at 11:59 p.m. EDT.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer on this 27th day of August, 2004.

Leach Holding Corporation

//s/

Robert D. George
President

CERTIFICATE OF INCORPORATION**OF****LEACH HOLDING CORPORATION****ARTICLE 1. NAME**

The name of this corporation is Leach Holding Corporation.

ARTICLE 2. REGISTERED OFFICE AND AGENT

The address of the registered office of this corporation in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3. PURPOSE

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE 4. SHARES

The total authorized stock of this corporation shall consist of 3,000 shares of common stock having a par value of \$.001 per share.

ARTICLE 5. DIRECTORS

The number of Directors of this corporation shall be determined in the manner provided by the Bylaws and may be increased or decreased from time to time in the manner provided therein.

ARTICLE 6. ELECTION OF DIRECTORS

Written ballots are not required in the election of Directors.

ARTICLE 7. BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws for this corporation, subject to the power of the stockholders to amend or repeal such Bylaws. The stockholders shall also have the power to adopt, amend or repeal the Bylaws for this corporation.

ARTICLE 8. NO PREEMPTIVE RIGHTS

Preemptive rights shall not exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE 9. NO CUMULATIVE VOTING

The right to cumulate votes in the election of Directors shall not exist with respect to shares of stock of this corporation.

ARTICLE 10. AMENDMENTS TO CERTIFICATE OF INCORPORATION

This corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Incorporation in any manner now or hereafter permitted by law, and the rights of the stockholders of this corporation are granted subject to this reservation.

ARTICLE 11. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Delaware General Corporation Law, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a Director of this corporation shall not be liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a Director of this corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

ARTICLE 12. ACTION BY STOCKHOLDERS WITHOUT A MEETING

Any action that could be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action taken is signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

AMENDED AND RESTATED BYLAWS
OF
LEACH HOLDING CORPORATION,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**CERTIFICATE OF INCORPORATION
OF
LEACH CORPORATION (DELAWARE)**

CERTIFICATE OF INCORPORATION

OF

LEACH CORPORATION (DELAWARE)

WE, the undersigned, in order to form a corporation pursuant to the provisions of the General Corporation Law of Delaware, do hereby certify as follows:

1. The name of the corporation is Leach Corporation (Delaware).
2. The address of the corporation's registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name of the registered agent thereat is The Corporation Trust Company.
3. The nature of the business of the corporation and the objects or purposes to be transacted, promoted or carried on by it are as follows:
 - (a) to design, manufacture, assemble, sell, lease, license, distribute, import, export and otherwise deal in and with all kinds of controls, switches, relays, transmission, receiving and recording equipment and devices, data processing and other computing equipment, metering and measuring devices, and generally any and all kinds of electronic instruments, equipment and devices and parts and components thereof;
 - (b) To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 - (c) To acquire all or any part of the stock or other securities, goodwill, rights, property or assets of any kind and to undertake or assume all or any part of the obligations or liabilities of any corporation, association, partnership, syndicate, entity, or person located in or organized under the laws of any state, territory or possession of the United States of America, or any foreign country, and to pay for the same in cash, stock, bonds, debentures, notes and/or other securities secured or unsecured, of this or any other corporation or otherwise, in any manner permitted by law, and to conduct in any lawful manner the whole or any part of any business so acquired.

In furtherance of and not in limitation of the general powers conferred by the laws of the State of Delaware and of the specific objects and powers hereinbefore set forth, it is expressly provided that the corporation shall also have the following powers and purposes:

(d) To issue any of the shares of its capital stock of any class now or hereafter authorized for such considerations permitted by law and upon such terms and conditions as to the Board of Directors may seem proper in its absolute discretion, and the stock so issued shall be fully paid and not liable to any further call or payment thereof; in the absence of actual fraud in the transaction, the judgment of the Board of Directors as to the value of the property or other consideration received for the shares of capital stock shall be conclusive.

(e) To borrow money, make, issue and sell, pledge or otherwise dispose of checks, drafts, bills of exchange, documents of title, bonds, debentures, notes and other evidences of indebtedness of all kinds, whether unsecured or secured by mortgage, pledge or otherwise of any or all of the assets of the corporation, and without limit as to amount; and generally to mortgage, pledge or sell any stock or other securities or other property held by it for any of its purposes, all on such terms and conditions as the Board of Directors shall determined or authorize.

4. The total number of shares of all classes of stock which the corporation is authorized to issue is 1,000 shares of common stock, having a par value of \$1. per share.

5. The names and places of residence of each of the incorporators are as follows:

<u>Name</u>	<u>Residence</u>
Kenneth N. LaVine	70-03 Harrow Street Forest Hills, New York
John N. Marden	50 Claremont Road Scarsdale, New York
Anthony W. Fitzgerald	87 Rumson Road Little Sliver, New Jersey

6. The number of directors of the corporation shall be such as from time to time may be fixed by, or in the manner provided in, the By-laws, but in no case shall the number be less than the minimum number authorized by the laws of Delaware. Directors need not be stockholders. The Board shall have the general direction and management of the business and affairs of the corporation. The election of directors need not be by ballot.

7. The Board of Directors shall have the power: (i) to make, alter or amend the By-laws, subject only to such limitations, if any, as the By-laws of the corporation may from time to time impose; (ii) from time to time to fix and determine and to vary the amount to be reserved as working capital of the corporation and, before the payment of any dividends or making any distribution of profits, to set aside out of the surplus or net profits of the corporation such sum or sums as the Board may from time to time in its absolute discretion think proper either as additional working capital or as a reserve fund to meet contingencies, or for the repairing or maintaining of any property of the corporation, or for such other corporate purposes as the Board of Directors shall think conducive to the interests of the corporation, subject only to such limitation, if any, as the By-laws of the corporation may from time to time impose; (iii) from time to time, to the extent now or hereafter permitted by the laws of Delaware, to sell, lease, exchange or otherwise dispose of any part of the property and assets of the corporation which the Board of Directors deems it expedient and for the best interests of the corporation to dispose of, or disadvantageous to continue to own, without assent of the stockholders by vote or otherwise; (iv) to issue or cause to be issued from time to time all or any part of the authorized capital stock of the corporation on such terms and for such consideration as the Board may determined in its discretion without obtaining the approval of the holders of any of the then outstanding capital stock; (v) pursuant to the written consent of the holders of a majority of the shares of stock issued and outstanding having voting power, or pursuant to the affirmative vote of the holders of a majority of the shares of stock issued and outstanding having voting power, given at a stockholders' meeting duly called for that purpose, to sell, lease, exchange, or otherwise dispose

of all of the property and assets of the corporation, including its goodwill and its corporate franchises, upon such terms and conditions as the Board of Directors deems expedient and for the best interests of the corporation; (vi) from time to time to authorize the corporation to borrow money or to pledge the credit of the corporation by guaranty or otherwise, and to issue, sell, pledge, or otherwise deliver or dispose of stock of this or any other corporation, bonds, debentures, notes or other evidences of indebtedness, whether unsecured or secured by mortgage, pledge or other lien of any or all of the assets of the corporation, all on such terms and conditions as the Board of Directors may determine or authorize in its discretion without obtaining the approval of any of the holders of any of the then outstanding capital stock of the corporation; and (vii) to exercise any and all other powers conferred by law or by this certificate or which may be conferred upon the Board of Directors by the corporation through appropriate By-law provisions or otherwise.

8. The Board of Directors, by resolution or resolutions duly adopted by it, may designate one or more committees, each committee to consist of two or more directors of the corporation, which, to the extent provided in the resolution or resolutions or in the Bylaws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it.

9. No contract, act or transaction of the corporation with any person, firm or corporation shall be affected or invalidated by reason of the fact that any director or officer of the corporation is a party to or interested in such contract, act or transaction, or in any way connection with such person, firm or corporation, provided that such interest or connection shall have been disclosed or known to the corporation. Any director of the corporation having any

such interest or connection may, nevertheless, be counted in determining the existence of a quorum at any meeting of the Board or a committee which shall authorize any such contract, act or transaction and may vote thereon with full force and effect. No such officer or director nor any such person, firm or corporation in or with which such director or officer is connected shall be liable to account to the corporation for any profit realized from or through any such contract, act or transaction.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred on the stockholders hereunder are granted subject to this reservation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of February, 1969.

/s/ authorized signatory (L.S.)

/s/ authorized signatory (L.S.)

/s/ authorized signatory (L.S.)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14th day of February, 1969, personally appeared before me, a notary public in and for the State and County aforesaid, KENNETH N. LaVINE, JOHN N. MARDEN, and ANTHONY W. FITZGERALD, signers of the foregoing Certificate of Incorporation, known to me personally to be such, and they each severally acknowledged the Certificate to be the act and deed of the signers respectively, and that the facts therein stated are true.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ Suzanne Boutross

CERTIFICATE OF AMENDMENT
OF
LEACH CORPORATION (DELAWARE)

OF THE
CERTIFICATE OP INCORPORATION
OF
LEACH CORPORATION (DELAWARE)

Leach Corporation (Delaware), a Delaware corporation (hereinafter called the "corporation"), hereby CERTIFIES:

1. At a meeting of the Board of Directors of the corporation duly held and convened, resolutions were duly passed setting forth the following proposed amendments to the certificate of incorporation of the corporation and declaring the amendments advisable and calling a meeting of the stockholders of the corporation for consideration thereof:

RESOLVED that Article 1 of the Certificate of Incorporation be amended to read as follows:

"1. The name of the corporation is Leach Corporation." and be it further

RESOLVED that Article 4 of the Certificate of Incorporation be amended to read as follows:

"4. The total number of shares of all classes of stock which the corporation is authorized to issue is 2,500,000 shares of common stock, having a par value of \$.10 per share."

2. Thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the corporation was duly called and held at which meeting the necessary number of stockholders as required by statute voted in favor of the aforesaid amendments.

3. The aforesaid amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of Delaware.

4. The capital of the corporation will not be reduced under or by reason of the aforesaid amendments.

IN WITNESS WHEREOF, Leach Corporation (Delaware) has caused this certificate to be duly executed by its Vice President and Its Assistant Secretary thereunto duly authorized and its corporate seal to be hereunto affixed the 18th day of January, 1971.

LEACH CORPORATION (DELAWARE)

By /s/ Kenneth N. LaVine _____
Vice President
/s/ authorized signatory _____
Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on this 18th day of January, 1971 personally came before me a notary public in and for the state and county aforesaid, Kenneth N. LaVine, Vice President of Leach Corporation (Delaware), who duly executed before me the foregoing certificate and acknowledged that such signing is his deed and act, that such certificate is the act and deed of said corporation and that the facts stated therein are true.

/s/ authorized signatory _____
Notary Public

CONSENT

LEACH CORPORATION, a Delaware corporation, hereby grants its consent to the incorporation in Delaware of a company under the name of "Leach Corporation (Delaware)". It is the Intention of Leach Corporation to file in Delaware by April 15, 1969 a Certificate of Dissolution.

Dated: February 19, 1969

LEACH CORPORATION

By /s/ Kenneth N. LaVine
Vice President

CERTIFICATE OF AMENDMENT

OF

LEACH CORPORATION

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEACH CORPORATION

Leach Corporation, a Delaware corporation (hereinafter called the "Corporation") hereby certifies:

1. At a meeting of the Board of Directors of the Corporation duly held and convened, resolutions were duly adopted setting forth the following proposed amendment to the Certificate of Incorporation of the Corporation and declaring the amendment advisable and calling a meeting of the stockholders of the Corporation for consideration thereof

RESOLVED that Article 4 of the Certificate of Incorporation be amended to read as follows:

"4. The total number of shares of all classes of stock which the corporation is authorized to issue is 300,000 shares of common stock, having a par value of \$.50 per share."

2. Thereafter, pursuant to resolutions of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held at which meeting the necessary number of stockholders as required by statute voted in favor of the amendment.

3. The aforesaid amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of Delaware.

4. The capital of the Corporation will not be reduced under or by reason of the aforesaid amendment.

IN WITNESS WHEREOF, Leach Corporation has caused this Certificate to be duly executed by its Vice President and its Assistant Secretary thereunto duly authorized and its corporate seal to be hereunto affixed the 31st day of August 1977.

LEACH CORPORATION

By /s/ Kenneth N. LaVine
Vice President

ATTEST:

/s/ John N. Marden
Assistant Secretary

CERTIFICATE OF MERGER

OF

LEACH ACQUISITION, INC.

INTO

LEACH CORPORATION

**UNDER SECTION 251 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE**

The undersigned corporation hereby certifies that:

FIRST: The constituent corporations of the merger are Leach Acquisition, Inc., a Delaware corporation, and Leach Corporation, a Delaware corporation.

SECOND: An Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the state of Delaware.

THIRD: The name of the surviving corporation of the Merger is Leach Corporation, a Delaware corporation.

FOURTH: Article 4 of the Certificate of Incorporation of the surviving corporation is to be amended by the merger to read as follows:

“4. The total number of shares of all classes of stock which the Corporation is authorized to issue is 1,000 shares of Common Stock having a par value of \$0.50 per share.”

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of said principle place of business is 6900 Orangethorpe Avenue, Buena Park, CA 90620.

SIXTH: A copy of the Agreement of Merger and Plan will be furnished by Leach Corporation on request and without cost to any stockholder of any constituent corporation.

SEVENTH: This Certificate of Merger shall be effective at the time of filing.

LEACH CORPORATION

By /s/ authorized signatory
Vice President

ATTEST:

/s/ John N. Marden

John N. Marden

Assistant Secretary

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEACH CORPORATION

Leach Corporation (hereinafter called the "Corporation") hereby certifies:

1. By unanimous written consent of the Board of Directors of the Corporation, resolutions were duly adopted setting forth the following proposed amendments to the certificate of Incorporation of the Corporation and declaring the amendments advisable and recommending them to the sole shareholder for approval:

RESOLVED, that the Certificate of incorporation of the Corporation be amended by changing Article 1 thereof so that said Article shall be and read as follows:

"The name of the Corporation is: Leach International Corporation";

2. Thereafter, the sole shareholder of the Corporation consented in writing to the aforesaid amendment pursuant to Section 228 of the General Corporation Law of Delaware.

3. The aforesaid amendment was duly adopted in accordance with the provisions of Section 242 of the General corporation Law of Delaware.

IN WITNESS WHEREOF, Leach Corporation has caused this Certificate to be duly executed by its President and attested by its secretary thereunto duly authorized this 17th day of March, 1995.

LEACH CORPORATION

By /s/ authorized signatory
President

ATTEST:

/s/ authorized signatory
Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is LEACH INTERNATIONAL CORPORATION.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 9, 1999,

David R. Lindskog
David R. Lindskog, Sr. V.P.

CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND
REGISTERED OFFICE

Leach International Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

Resolved, that the registered office of Leach International Corporation in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, Leach International Corporation has caused this statement to be signed by Robert D. George, its Vice President, Secretary and Treasurer, this 16th day of February, 2005.

/s/ Robert D. George

Robert D. George

Vice President, Secretary and Treasurer

AMENDED AND RESTATED BYLAWS
OF
LEACH INTERNATIONAL CORPORATION,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION
OF
LEACH TECHNOLOGY GROUP, INC.

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that:

FIRST: The name of this corporation is LEACH TECHNOLOGY GROUP, INC.

SECOND: Its Registered Office in the State of Delaware is to be located at 9 East Loockerman Street, in the City of Dover, County of Kent, 19901. The Registered Agent in charge thereof is National Registered Agents, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of the corporation is 10,000, all of which are of a par value of .01 dollars each and classified as Common stock.

FIFTH: No holder of any of the shares of the corporation shall, as such holder, have any right to purchase or subscribe for any shares of any class which the corporation may issue or sell, whether or not such shares are exchangeable for any shares of the corporation of any other class or classes, and whether such shares are issued out of the number of shares authorized by the Certificate of Incorporation of the corporation as originally filed, or by any amendment thereof, or out of shares of the corporation acquired by it after the issue thereof; nor shall any holder of any of the shares of the corporation, as such holder, have any right to purchase or subscribe for any obligations which the corporation may issue or sell that shall be convertible into, or exchangeable for, any shares of the corporation of any class or classes, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder thereof the right to subscribe for, or purchase from the corporation any shares of any class or classes.

SIXTH: The name and mailing address of the incorporator are as follows.

<u>NAME</u>	<u>MAILING ADDRESS</u>
Theresa Festa	350 Fifth Avenue, Suite 6017 New York, NY 10118-6099

SEVENTH: The duration of the corporation shall be perpetual.

EIGHTH: When a compromise or arrangement is proposed between the corporation and its creditors or any class of them or between the corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of the corporation or of a

creditor or shareholder thereof, or on application of a receiver appointed for the corporation pursuant to the provisions of Section 291 of Title 8 of the Delaware Code or on application of trustees in dissolution or of any receiver or receivers appointed for the corporation pursuant to provisions of Section 279 of Title 8 of the Delaware Code may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on the corporation.

NINTH: The personal liability of all of the directors of the corporation is hereby eliminated to the fullest extent allowed as provided by the Delaware General Corporation Law, as the same may be supplemented and amended.

TENTH: The corporation shall, to the fullest extent legally permissible under the provisions of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

Dated on this 31st day of January, 2001

/s/ Theresa Festa
Theresa Festa, Incorporator

CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND
REGISTERED OFFICE
* * * * *

Leach Technology Group, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

Resolved, that the registered office of Leach Technology Group, Inc. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, Leach Technology Group, Inc., has caused this statement to be signed by Robert D. George, its Vice President, Secretary and Treasurer, this 16th day of February, 2005.

/s/ Robert D. George

Robert D. George
Vice President, Secretary and Treasurer

AMENDED AND RESTATED BYLAWS
OF
LEACH TECHNOLOGY GROUP, INC.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**RESTATED ARTICLES OF INCORPORATION
OF
TA AEROSPACE CO.**

The undersigned certifies that:

1. He is the Vice President and Secretary of TA Aerospace Co., a California corporation (the "**Corporation**").
2. The Articles of Incorporation of the Corporation, as heretofore amended, are restated as follows:

ARTICLE I

The name of this corporation is TA Aerospace Co.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is Two Hundred Thousand (200,000).

ARTICLE IV

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

ARTICLE V

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted in Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

3. This certificate does not itself amend the articles in any respect. The foregoing Restated Articles of Incorporation have been duly approved by the Board of Directors.

4. Shareholder approval was not required pursuant to Section 910(b) of the California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: March 15, 2018.

By /s/ Robert D. George
Robert D. George, Vice President

By /s/ Robert D. George, Secretary
Robert D. George, Secretary

AMENDED AND RESTATED BYLAWS
OF
TAAEROSPACE CO.,
A CALIFORNIA CORPORATION

ARTICLE I

Meetings of Shareholders

Section 1. **Annual Meetings**. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the shareholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, the holders of shares entitled to cast not less than 10 percent of the votes at the meeting or any additional persons that the board deems necessary and advisable. Calls for such meetings shall specify the place, date and hour of the meeting, the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate in that meeting and the general nature of the business to be transacted thereof. No business other than that specified in the call shall be transacted at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided in the California Corporations Code, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each shareholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the shareholder at the shareholder's address as the same appears upon the records of the Corporation. Any shareholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of shareholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of California.

Section 5. **Quorum**. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by the California Corporations Code or the Articles of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares

of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any other rights. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the meeting nor more than sixty days before any other action. If any meeting of the shareholders is adjourned for more than forty-five days from the date set for the original meeting, the board shall fix a new record date for determining the shareholders entitled to notice of and to vote at such adjourned meeting.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the California Corporations Code.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be shareholders, shall be no fewer than two and no more than three. The number of directors may be fixed or changed by amendment of these Bylaws or by resolution of the shareholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any shareholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board of directors (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of California, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president, secretary or any two members of the board of directors, and shall be held at such times and places, within or without the State of California, as may be specified in such call.

Section 10. Notice of Special Meetings. Notice of the time and place of special meetings shall be given to each director. If notice is mailed, it shall be deposited in the United States mail, addressed to the director at the address shown on the records of the Corporation, at least four days before the time of the meeting. If notice is delivered personally, by telephone, or by electronic transmission, it shall be delivered at least forty-eight hours before the time of the meeting. The notice need not specify the purpose of the meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of two or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such

committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The officers of the Corporation shall be elected by the board of directors and shall be a chair of the board or a president or both, a secretary, and a chief financial officer. The Corporation may also elect such other officers, subordinate officers and assistant officers as it may determine, with such authority as may be specifically delegated to such officers by the board of directors or these Bylaws. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by the California Corporations Code and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer (who shall also be the chief financial officer, unless the board of directors specifically elects a separate treasurer) shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as

authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or

beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, may be issued to each shareholder in such form as shall be approved by the board of directors. Such certificates shall be signed by shall be signed by (i) the chair of the board, any vice chair of the board, the president, or any vice president and (ii) the chief financial officer, any assistant treasurer, the secretary or any assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding shares of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION
OF
ESTERLINE CANADIAN HOLDING CORPORATION

ARTICLE I

The name of the Corporation is Esterline Canadian Holding Corporation.

ARTICLE II

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

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The Incorporator of the Corporation is Troy J. Hickman. The address of the Incorporator is 1201 Third Avenue, Suite 4800, Seattle, WA 98101-3099

All powers of the Incorporator will hereby terminate upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware. The following persons are appointed as the initial directors of the Corporation, effective immediately, to serve and hold office until the first annual meeting of the stockholders, or until such persons' successors are duly elected and qualified:

Robert W. Cremin
500 108th Avenue NE, Suite 1500
Bellevue, WA 98004

Robert D. George
500 108th Avenue NE, Suite 1500
Bellevue, WA 98004

Larry A. Kring
500 108th Avenue NE, Suite 1500
Bellevue, WA 98004

ARTICLE V

The Corporation is authorized to issue 1,000 shares of capital stock in the aggregate. The capital stock of the Corporation shall consist of a single class, designated "Common Stock," with a par value of \$0.01 per share.

ARTICLE VI

To the fullest extent permitted by the General Corporation Law of Delaware, as the same may be amended from time to time, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of Delaware is hereafter amended to authorize, with or without the approval of the Corporation's stockholders, further reductions in the liability of the Corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

Any repeal or modification of any of the foregoing provisions of this Article VI, by amendment of this Article VI or by operation of law, shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

ARTICLE VII

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and other agents of the Corporation (and any other persons to which Delaware law permits the Corporation to provide indemnification or advancement of expenses), through bylaw provisions, agreements with any such director, officer, employee or other agent or other person, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware, subject only to limits created by applicable Delaware law (statutory or nonstatutory), with respect to actions for breach of duty to a corporation, its stockholders, and others.

Any repeal or modification of any of the foregoing provisions of this Article VII, by amendment of this Article VII or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of the Corporation or any such other person existing at the time of, or increase the liability of any such director, officer, employee, agent or other person with respect to any acts or omissions thereof occurring prior to such repeal or modification.

ARTICLE VIII

The Corporation is to have perpetual existence.

ARTICLE IX

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE X

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation, but the stockholders may adopt additional bylaws and may amend or repeal any bylaw whether adopted by them or otherwise.

ARTICLE XI

The number of directors that will constitute the whole Board of Directors shall be designated in the Bylaws of the Corporation. Vacancies created by the resignation of one or more members of the Board of Directors and new directorships created in accordance with the Bylaws of the Corporation, may be filled by the vote of a majority, although less than a quorum, of the directors then in office or by a sole remaining director. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

ARTICLE XII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. Advance notice of new business and stockholder nominations for the election of Directors shall be provided in the manner and to the extent provided in the Bylaws of the Corporation.

ARTICLE XIII

Stockholders of the Corporation shall not be entitled to cumulate their votes for the election of directors or any other matter submitted to a vote of the stockholders.

ARTICLE XIV

Preemptive rights shall not exist with respect to shares of capital stock or securities convertible into the capital stock of the Corporation, whether now or hereafter authorized.

ARTICLE XV

The books of the Corporation may be kept (subject to any statutory provision) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors in the Bylaws of the Corporation.

The undersigned hereby further declares and certifies under penalty of perjury that the facts set forth in the foregoing certificate are true and correct to the knowledge of the undersigned, and that this certificate is the act and deed of the undersigned.

Executed on this 2nd day of March, 2007.

By: /s/ Troy J. Hickman
Troy J. Hickman, Sole Incorporator

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the corporation first formed is March 2, 2007.
- 4.) The name of the Corporation immediately prior to filing this Certificate is Esterline Canadian Holding Corporation.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Esterline US LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 29th day of April, A.D. 2010.

By: /s/ Robert D. George
Authorized Person

By: Robert D. George
Print or Type

**CERTIFICATE OF FORMATION
OF
ESTERLINE US LLC**

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of Limited Liability Company Act of the State of Delaware, hereby certifies that:

- FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is: ESTERLINE US LLC
- SECOND: The address of the registered office and the name and address of the registered agent for service of process of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:
Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

Executed as of this 29th day of April, 2010.

By: /s/ Robert D. George

Name: Robert D. George

Title: Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Esterline US LLC.
2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center, 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY.

By: /s/ Robert D. George
Authorized Person

By: Robert D. George
Print or Type

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

ESTERLINE US LLC

A DELAWARE LIMITED LIABILITY COMPANY

The undersigned, being the sole member of Esterline US LLC, a Delaware limited liability company (the “Company”), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this “Limited Liability Company Agreement”), effective as of this 14th day of March, 2019. The Company was formed as a Delaware limited liability company on the 29th day of April, 2010, upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware.

ARTICLE I

MEMBER

Esterline Technologies Corporation is the sole member of the Company (the “Member”).

ARTICLE II

OFFICE

The principal office of the Company shall be located at 1301 E. 9th Street, Cleveland, Ohio 44114 (the “Principal Office”). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The sole purpose for which the Company is organized is to conduct any lawful business purpose as defined in the Delaware Limited Liability Company Act (as amended, the “Act”). The Company shall have all of the powers granted to a limited liability company under the laws of the State of Delaware.

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

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

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Limited Liability Company Agreement, the Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security interest in its membership interest and all of its right, title and interest under this Limited Liability Company Agreement in favor of, any lender to the Company

or an affiliate of the Company (or an agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Member, the Company or any other person under this Limited Liability Company Agreement or otherwise. So long as any such pledge of or security interest in the Member's membership interest is in effect, no consent of the Company or the Member shall be required to permit a pledgee thereof to be substituted for the Member under this Limited Liability Company Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Limited Liability Company Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Limited Liability Company Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Limited Liability Company Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Limited Liability Company Agreement. The execution and delivery of this Limited Liability Company Agreement by the Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Article 8. So long as any pledge of the Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Member, certain affiliates of the Member and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Member, certain affiliates of the Member and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in Esterline US LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

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

ESTERLINE TECHNOLOGIES CORPORATION,
its sole member

By: /s/ Halle F. Terrion

Name: Halle F. Terrion

Its: Secretary

[Signature Page to Limited Liability Company Agreement (Esterline US LLC)]

CERTIFICATE OF INCORPORATION

of

MARCONI COMPANY, INC.

FIRST: The name of the Corporation is Marconi Company, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is 306 South State Street, in the City of Dover, County of Kent. The name of its registered agent at such address is United States Corporation Company.

THIRD: The nature of the business or purposes to be conducted or promoted are:

To engage in any lawful act or activity for which corporations may be organized, under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 10,000, and the par value of each of such shares is One Dollar (\$1.00) .

FIFTH: The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Mark D. Tomasko	24th Floor 30 Rockefeller Plaza New York, New York 10020

SIXTH: The Board of Directors is authorized to make, alter or repeal the By-Laws of the Corporation.

SEVENTH: Any one or more directors may be removed, with or without cause, by the vote or written consent of the holders of a majority of the issued and outstanding shares of stock of the Corporation.

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

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of

section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

TENTH: The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights of stockholders herein are subject to this reservation.

THE UNDERSIGNED, being the incorporator above named, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, has signed this instrument on the 13th day of August, 1975 and does thereby acknowledge that it is his act and deed and that the facts stated therein are true.

/s/ Mark D. Tomasko

Mark D. Tomasko
Sole Incorporator

**CERTIFICATE
FOR RENEWAL AND REVIVAL OF CHARTER**

**OF
MARCONI COMPANY, INC.**

MARCONI COMPANY, INC., a corporation organized under the laws of the State of Delaware, the Certificate of Incorporation of which was filed in the Office of the Secretary of State on the 14 day of 08 A.D. 1975, the charter of which was voided for nonpayment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is:

MARCONI COMPANY, INC.

2. Its registered office in the State of Delaware is located at 1013 Centre Road, in the City of Wilmington, County of New Castle and its registered agent is UNITED STATES CORPORATION COMPANY.

3. The date when the restoration, renewal, and revival of the charter of this company is to commence is the twenty-eighth day of February, A.D., 97, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

4. This corporation was duly organized and carried on the business authorized by its charter until the first day of March, A.D., 97, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, MARCONI COMPANY, INC. has caused this Certificate to be signed by Marcia McKenzie this seventh day of May A.D. 1998.

/s/ Marcia McKenzie

Authorized Officer
Treasurer

CERTIFICATE OF OWNERSHIP

MERGING

CMC ELECTRONICS AURORA INC.

INTO

SYSCAN COMPANY, INC.

(Subsidiary into parent pursuant to Section 253 of the
General Corporation Law of Delaware)

* * * * *

SYSCAN Company, Inc., a corporation incorporated on August 14, 1975 pursuant to the provisions of the General Corporation Laws of the State of Delaware;

DOES HEREBY CERTIFY:

FIRST: That this corporation owns 100% of the capital stock of CMC Electronics Aurora Inc., a corporation incorporated on February 6, 1987, pursuant to the provisions of the Business Corporation Act of the State of Illinois and that this corporation, by a resolution of its Board of Directors duly adopted by unanimous written consent dated January 27, 2006, determined to and did merge into itself said CMC Electronics Aurora Inc., which resolution is in the following words to wit:

WHEREAS this corporation lawfully owns 100% of the outstanding stock of CMC Electronics Aurora Inc., a corporation organized and existing under the laws of Illinois, and

WHEREAS this corporation desires to merge into itself said CMC Electronics Aurora Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT RESOLVED, that this corporation merge into itself said CMC Electronics Aurora Inc. and assumes all of its obligations, and

FURTHER RESOLVED, that an authorized officer of this corporation be and he or she is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to merge said CMC Electronics Aurora Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware; and

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

FURTHER RESOLVED, that this corporation change its corporate name by changing Article First of the Certificate of Incorporation of this corporation to read as follows:

Article First The name of the corporation is CMC Electronics Aurora Inc.

IN WITNESS WHEREOF, said parent corporation has caused this Certificate be signed by an authorized officer this 27th day of January, 2006.

By: /s/ Gregory A. Yeldon

Name: Gregory A. Yeldon

Title: President

**STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE**

The Board of Directors of CMC ELECTRONICS AURORA INC., a Delaware Corporation, on this 23rd day of April, A.D., 2007, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is Corporation Trust Center 1209 Orange Street, in the City of Wilmington, County of New Castle Zip Code 19801

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is THE CORPORATION TRUST COMPANY

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 23rd day of April, A.D., 2007.

By: /s/ Robert D. George
Authorized Officer

Name: Robert D. George
Print or Type

Title: Vice President, Secretary & Treasurer

CMC ELECTRONICS AURORA INC.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

CMC Electronics Aurora Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "**Corporation**"), does hereby certify that:

1. Article FOURTH of the Certificate of Incorporation of the corporation is amended in its entirety to read as follows:

The Corporation is authorized to issue 3,000 shares of capital stock in the aggregate. The capital stock of the Corporation shall consist of a single class, designated "**Common Stock**" with a par value of \$ 1.00 per share.

2. The foregoing amendment was duly proposed and declared advisable by the corporation's Board of Directors and adopted by the corporation's stockholders in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 10th day of August, 2007.

CMC ELECTRONICS AURORA INC.

By /s/ Robert D. George

Robert D. George, Vice President

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A DOMESTIC CORPORATION
TO A DOMESTIC LIMITED LIABILITY COMPANY
(pursuant to Section 266 of the Delaware General Corporation Law and
Section 214 of the Delaware Limited Liability Company Act)**

This Certificate of Conversion is being duly executed and filed by the undersigned, as an authorized person, to convert a Delaware corporation to a Delaware limited liability company pursuant to Section 266 of the Delaware General Corporation Law and Section 214 of the Delaware Limited Liability Company Act.

1. The corporation was first incorporated on August 14, 1975 in the State of Delaware, under the name Marconi Company, Inc. On January 30, 2006, the corporation merged with and into CMC Electronics Aurora Inc. and its name was changed to CMC Electronics Aurora Inc. (the "Corporation").
2. The jurisdiction of the Corporation immediately prior to the filing this Certificate of Conversion is the State of Delaware.
3. The name of the corporation immediately prior to the filing this Certificate of Conversion is CMC Electronics Aurora Inc.
4. The name of the Delaware limited liability company as set forth in its Certificate of Formation filed in accordance with Section 214 of the Delaware Limited Liability Company Act is CMC Electronics Aurora LLC.
5. This Certificate of Conversion shall be effective upon the filing of this Certificate of Conversion and the Certificate of Formation.
6. The conversion of the Delaware corporation to a Delaware limited liability company has been approved in accordance with Section 266 of the Delaware General Corporation Law and Section 214 of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of July 5, 2011.

/s/ Robert D. George

Robert D. George

Authorized Person

CERTIFICATE OF FORMATION

OF

CMC ELECTRONICS AURORA LLC

ARTICLE 1. NAME

The name of the limited liability company is CMC Electronics Aurora LLC.

**ARTICLE 2. REGISTERED OFFICE AND
REGISTERED AGENT**

The address of the registered office of this limited liability company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 5 day of July, 2011.

/s/ Robert D. George

Print Name: Robert D. George

Authorized Person

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

CMC ELECTRONICS AURORA LLC

A DELAWARE LIMITED LIABILITY COMPANY

The undersigned, being the sole member of CMC Electronics Aurora LLC, a Delaware limited liability company (the "Company"), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this "Limited Liability Company Agreement") effective as of this 14th day of March, 2019. The Company was formed as a Delaware limited liability company on the 5th day of July, 2011, upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware.

ARTICLE I

MEMBER

Esterline US LLC is the sole member of the Company (the "Member").

ARTICLE II

OFFICE

The principal office of the Company shall be located at 84 North Dugan Road, Sugar Grove, Illinois 60554 (the "Principal Office"). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

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

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

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

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Limited Liability Company Agreement, the Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security interest in its membership interest and all of its right, title and interest under this Limited Liability Company Agreement in favor of, any lender to the Company or an affiliate of the Company (or an agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Member, the Company or any other person under this Limited Liability Company Agreement or otherwise. So long as any such pledge of or security interest in the Member's membership interest is in effect, no consent of the Company or the Member shall be required to permit a pledgee thereof to be substituted for the Member under this Limited Liability Company

Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Limited Liability Company Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Limited Liability Company Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Limited Liability Company Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Limited Liability Company Agreement. The execution and delivery of this Limited Liability Company Agreement by the Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Article 8. So long as any pledge of the Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Member, certain affiliates of the Member and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Member, certain affiliates of the Member and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in CMC Electronics Aurora LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

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

ESTERLINE US LLC, its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Its: President

[Signature Page to Limited Liability Company Agreement (CMC Electronics Aurora LLC)]

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

ADVANCED INPUT DEVICES, INC.

A STOCK CORPORATION

Advanced Input Devices, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The Corporation was originally incorporated under the name "Advanced Input Devices, Inc." pursuant to the DGCL on February 27, 1978, when the original Certificate of Incorporation was filed with the Delaware Secretary of State (the "Original Certificate"). The Original Certificate was restated on August 30, 1991 (the "Restated Certificate"). The Restated Certificate was amended on November 23, 1992 (the "First Amended Certificate"). The First Amended Certificate was amended on February 23, 1993 (the "Second Amended Certificate"). The Second Amended Certificate was amended on December 17, 1993 (the "Third Amended Certificate").

2. This Amended and Restated Certificate of Incorporation (this "A&R Certificate"), which amends and restates the Third Amended Certificate, has been declared advisable by the board of directors (the "Board of Directors") of the Corporation, duly adopted by the sole stockholder of the Corporation and duly executed and acknowledged by an officer of the Corporation in accordance with Sections 103, 228, 242 and 245 of the DGCL.

3. The Third Amended Certificate is hereby amended and restated in its entirety as follows:

FIRST: The name of the Corporation is:

Advanced Input Devices, Inc.

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

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

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

FIFTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

- (a) Directors may be removed, with or without cause, as provided in the Bylaws.
- (b) The election of directors shall be conducted in the manner prescribed in the Bylaws of the Corporation and need not be by ballot.
- (c) The Board of Directors shall have the power to adopt, amend or repeal Bylaws of the Corporation without the assent or vote of the stockholders except to the extent that any stockholder assent or vote is required by the Bylaws.

SIXTH: The Corporation reserves the right to alter, amend or repeal any provisions contained in this A&R Certificate from time to time and at any time in the manner now or hereafter prescribed by the DGCL, and all rights conferred herein or under the Corporation's Bylaws upon the Corporation's stockholders, directors and officers are granted subject to such reservation.

SEVENTH: The Corporation shall have perpetual existence.

EIGHTH: No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of the Corporation. The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of the Corporation.

NINTH: To the fullest extent permitted by the DGCL as now or hereafter in effect, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for such director's conduct as a director. Any amendment to, or repeal of, this Article shall not adversely affect any right of a director of the Corporation hereunder with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this A&R Certificate to be signed by an authorized officer, as of this 27th day of March, 2019.

ADVANCED INPUT DEVICES, INC.

/s/ Halle F. Terrion

By: Halle F. Terrion

Its: Secretary

[Signature Page to A&R Certificate of Incorporation of Advanced Input Devices, Inc.]

AMENDED AND RESTATED BYLAWS
OF
ADVANCED INPUT DEVICES, INC.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**CERTIFICATE OF FORMATION
OF
ESTERLINE EUROPE COMPANY LLC**

This Certificate of Formation is being executed as of May 25, 2011, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

ARTICLE 1. NAME

The name of the limited liability company is Esterline Europe Company LLC (the "*Company*").

ARTICLE 2. REGISTERED OFFICE AND REGISTERED AGENT

The Company's registered office in the State of Delaware is located at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

ARTICLE 3. DURATION

The duration of the Company shall be perpetual.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

/s/ Jane Frissel

Jane Frissel

Authorized Person

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

ESTERLINE EUROPE COMPANY LLC

A DELAWARE LIMITED LIABILITY COMPANY

The undersigned, being the sole member of Esterline Europe Company LLC, a Delaware limited liability company (the “Company”), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this “Limited Liability Company Agreement”), effective as of this 14th day of March, 2019. The Company was formed as a Delaware limited liability company on the 25th day of May, 2011, upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware.

ARTICLE I

MEMBER

Esterline Technologies Corporation is the sole member of the Company (the “Member”).

ARTICLE II

OFFICE

The principal office of the Company shall be located at 1301 E. 9th St., Suite 3000, Cleveland, Ohio 44114 (the “Principal Office”). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The sole purpose for which the Company is organized is to conduct any lawful business purpose as defined in the Delaware Limited Liability Company Act (as amended, the “Act”). The Company shall have all of the powers granted to a limited liability company under the laws of the State of Delaware.

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

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

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Limited Liability Company Agreement, the Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security interest in its membership interest and all of its right, title and interest under this Limited Liability Company Agreement in favor of, any lender to the Company

or an affiliate of the Company (or an agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Member, the Company or any other person under this Limited Liability Company Agreement or otherwise. So long as any such pledge of or security interest in the Member's membership interest is in effect, no consent of the Company or the Member shall be required to permit a pledgee thereof to be substituted for the Member under this Limited Liability Company Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Limited Liability Company Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Limited Liability Company Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Limited Liability Company Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Limited Liability Company Agreement. The execution and delivery of this Limited Liability Company Agreement by the Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Article 8. So long as any pledge of the Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Member, certain affiliates of the Member and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Member, certain affiliates of the Member and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in Esterline Europe Company LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

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

ESTERLINE TECHNOLOGIES CORPORATION,
its sole member

By: /s/ Halle F. Terrion

Name: Halle F. Terrion

Its: Secretary

[Signature Page to Limited Liability Company Agreement (Esterline Europe Company LLC)]

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:15 PM 10/09/2014
Filed 03:09 PM 10/09/2014
SRV 141276924 –
5618663 FILE

CERTIFICATE OF FORMATION

OF

ESTERLINE GEORGIA US LLC

ARTICLE 1. NAME

The name of the limited liability company is Esterline Georgia US LLC.

**ARTICLE 2. REGISTERED OFFICE AND
REGISTERED AGENT**

The address of the registered office of this limited liability company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 9th day of October, 2014.

/s/ Troy Hickman

Troy Hickman

Authorized Person

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

ESTERLINE GEORGIA US LLC

A DELAWARE LIMITED LIABILITY COMPANY

The undersigned, being the sole member of Esterline Georgia US LLC, a Delaware limited liability company (the “Company”), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this “Limited Liability Company Agreement”), effective as of this 14th day of March, 2019. The Company was formed as a Delaware limited liability company on the 9th day of October, 2014, upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware.

ARTICLE I

MEMBER

Esterline Europe Company LLC is the sole member of the Company (the “Member”).

ARTICLE II

OFFICE

The principal office of the Company shall be located at 600 Bellbrook Avenue, Xenia, Ohio 45385 (the “Principal Office”). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The sole purpose for which the Company is organized is to conduct any lawful business purpose as defined in the Delaware Limited Liability Company Act (as amended, the “Act”). The Company shall have all of the powers granted to a limited liability company under the laws of the State of Delaware.

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

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

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Limited Liability Company Agreement, the Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security interest in its membership interest and all of its right, title and interest under this Limited Liability Company Agreement in favor of, any lender to the Company

or an affiliate of the Company (or an agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Member, the Company or any other person under this Limited Liability Company Agreement or otherwise. So long as any such pledge of or security interest in the Member's membership interest is in effect, no consent of the Company or the Member shall be required to permit a pledgee thereof to be substituted for the Member under this Limited Liability Company Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Limited Liability Company Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Limited Liability Company Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Limited Liability Company Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Limited Liability Company Agreement. The execution and delivery of this Limited Liability Company Agreement by the Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Article 8. So long as any pledge of the Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Member, certain affiliates of the Member and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Member, certain affiliates of the Member and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in Esterline Georgia US LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

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

ESTERLINE EUROPE COMPANY LLC, its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Its: President

[Signature Page to Limited Liability Company Agreement (Esterline Georgia US LLC)]

**AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
ESTERLINE FEDERAL LLC**

This Amended and Restated Certificate is duly executed and is being filed in accordance with Section 18-208 of the Delaware Limited Liability Company Act.

1. The name of the limited liability company is Esterline Federal LLC.
2. The original Certificate of Formation of the limited liability company was filed on April 3, 2006 with the Secretary of State of the state of Delaware under the name Barco Federal Systems, LLC.
3. The Certificate of Formation, as heretofore amended, is further amended and restated in its entirety to read as follows:

ARTICLE 1. NAME

The name of the limited liability company is Esterline Federal LLC.

ARTICLE 2. REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of this limited liability company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation this 31st day of July, 2015.

ESTERLINE FEDERAL LLC

By /s/ Robert D. George

Robert D. George

Vice President, Secretary and Treasurer

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

OF

ESTERLINE FEDERAL LLC

A DELAWARE LIMITED LIABILITY COMPANY

The undersigned, being the sole member of Esterline Federal LLC, a Delaware limited liability company (the “Company”), does hereby execute this Amended and Restated Limited Liability Company Agreement of the Company (this “Limited Liability Company Agreement”), effective as of this 14th day of March, 2019. The Company was formed as a Delaware limited liability company on the 3rd day of April, 2006, under the name Barco Federal Systems, LLC, upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware, as amended and restated by that certain Amended and Restated Certificate of Formation filed on the 3rd day of August, 2015.

ARTICLE I

MEMBER

Esterline Georgia US LLC is the sole member of the Company (the “Member”).

ARTICLE II

OFFICE

The principal office of the Company shall be located at 3059 Premiere Parkway, Ste. 100, Duluth, Georgia 30097 (the “Principal Office”). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The sole purpose for which the Company is organized is to conduct any lawful business purpose as defined in the Delaware Limited Liability Company Act (as amended, the “Act”). The Company shall have all of the powers granted to a limited liability company under the laws of the State of Delaware.

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

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

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Limited Liability Company Agreement, the Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security interest in its membership interest and all of its right, title and interest under this Limited Liability Company Agreement in favor of, any lender to the Company

or an affiliate of the Company (or an agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Member, the Company or any other person under this Limited Liability Company Agreement or otherwise. So long as any such pledge of or security interest in the Member's membership interest is in effect, no consent of the Company or the Member shall be required to permit a pledgee thereof to be substituted for the Member under this Limited Liability Company Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Limited Liability Company Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Limited Liability Company Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Limited Liability Company Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Limited Liability Company Agreement. The execution and delivery of this Limited Liability Company Agreement by the Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Article 8. So long as any pledge of the Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Member, certain affiliates of the Member and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Member, certain affiliates of the Member and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in Esterline Federal LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

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

ESTERLINE GEORGIA US LLC, its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Its: Chief Executive Officer

[Signature Page to Limited Liability Company Agreement (Esterline Federal LLC)]

CERTIFICATE OF INCORPORATION

OF

ESTERLINE ANGUS INSTRUMENT CORPORATION

THE UNDERSIGNED, for the purpose of forming a corporation under and pursuant to the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: The name of the corporation (herein called the "Corporation") is

ESTERLINE ANGUS INSTRUMENT CORPORATION.

SECOND: The registered office of the Corporation in the State of Delaware is to be located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company and the address of said agent is No. 100 West Tenth Street, Wilmington, Delaware.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted or carried on by the Corporation shall be as follows:

1. To design, construct, manufacture, process, sell, buy, exchange, contract for, lease and in every manner deal with and in graphic recording instruments and systems, data acquisition and control systems, transducers, sensors and gages and mechanical timing devices and systems of every kind and description.
2. To acquire, purchase, own, hold, operate, develop, lease, mortgage, pledge, exchange, sell, transfer or otherwise invest, trade or deal in, in any manner permitted by law, real and personal property of every kind and description or any interest therein.
3. To acquire all or any part of the securities, good will, rights, property or assets of all kinds and to undertake or assume the whole or any part of the obligations or liabilities of any corporation, association, partnership, syndicate, entity, person, or governmental, municipal or public authority, domestic or foreign, located in or organized under the laws of any authority in any part of the world, and to pay for the same in cash, stocks, bonds, debentures or other securities of this or any other corporation, or otherwise in any manner permitted by law; and to conduct in any lawful manner the whole or any part of any business so acquired.
4. To engage in any mercantile, manufacturing or trading business of any kind or character whatsoever throughout the world, and to do all things incidental to any

such business, and to design, construct, manufacture, process, buy, sell, exchange, contract for, lease and in every manner deal in machinery, equipment, devices, accessories, controls, instruments, hardware, tools, implements, appliances and products of all kinds relating to the communications, electronics, transportation, utilities, metals and every other type of related industry, and to agriculture and agricultural activities of every kind and description.

5. To explore for, develop, process, deal in, and conduct any kind of operations with respect to petroleum, natural gas, and all kinds of natural resources; to buy, sell, mortgage, exchange, lease, acquire and deal in oil and natural gas properties and in any and all kinds of properties, royalties, interests, rights, claims, leases, locations, or concessions relating to petroleum, natural gas or other natural resources, and to conduct all business appertaining thereto.

6. To export from and import into the United States of America and its territories and possessions, and any and all foreign countries, as principal or agent, merchandise of every kind and nature, and to purchase, sell, and deal in and with merchandise of every kind and nature for exportation from and importation into the United States to and from all countries foreign thereto; and for exportation from and importation into any foreign country, to and from any other country foreign thereto, and to purchase and sell domestic merchandise in domestic markets and foreign merchandise in foreign markets and to do a general foreign and domestic exporting and importing business,

7. To act as agent or representative for individuals, partnerships or corporations and as such to develop and extend their business and to aid in lawful enterprise.

8. To borrow or raise moneys for any of the purposes of the Corporation and from time to time, without limit as to amount, to draw, make, accept, endorse, guarantee, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of the interest thereon by mortgage on, or pledge, conveyance or assignment in trust of, the whole or any part of the assets of the Corporation, real, personal or mixed, including contract rights, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such securities or other obligation of the Corporation for its corporate purposes.

9. To lend money, either without any collateral security or on the security of real or personal property, and to enter into, make, perform and carry out, or cancel and rescind contracts of every kind and for any lawful purpose with any person, firm, association, corporation, syndicate or governmental, municipal or public authority, domestic or foreign, or other.

10. To apply for, obtain, register, purchase, lease, or otherwise acquire, and to hold, use, pledge, lease, sell, assign, or otherwise dispose of, formulae, secret processes, distinctive marks, improvements, processes, trademarks, trade names, copyrights, patents,

licenses, concessions, and the like, whether used in connection with or secured under Letters Patent of or issued by any country or authority; and to issue, exercise, develop and grant licenses in respect thereof or otherwise turn the same to account.

11. To make any guaranty respecting securities, indebtedness, dividends, interest, contracts or other obligations so far as the same may be permitted to be done by a corporation organized under the laws of the State of Delaware.

12. To purchase or otherwise acquire, hold, sell, pledge, transfer or otherwise dispose of, and to reissue or cancel the shares of, its own capital stock or any securities or other obligations of the Corporation in the manner and to the extent now or hereafter permitted by the laws of the State of Delaware.

13. To enter into any lawful arrangement for sharing profits, union of interest, reciprocal concession or cooperation with any corporation, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, located in or organized under the laws of any authority in any part of the world, in the carrying on of any business which the Corporation is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to carry out any of the purposes of the Corporation.

14. To subscribe for, receive, purchase, or otherwise acquire, underwrite, obtain an interest in, own, hold, pledge, hypothecate, mortgage, assign, deposit, create trusts with respect to, deal in, exchange, sell, and otherwise dispose of, alone or in syndicate or otherwise in conjunction with others, and generally deal in and with all or any of the following (hereinafter sometimes referred to collectively as "securities" or individually as a "security"), namely: all kinds of shares, stocks, voting trust certificates, trust certificates, bonds, mortgages, debentures, trust receipts, notes and other securities, obligations, contracts, certificates of interest, choses in action and evidences of indebtedness generally of any corporation, association, partnership, syndicate entity, person, or governmental, municipal or public authority, domestic or foreign, and evidences of any interest therein or in respect thereto; to acquire or become interested in any such securities by original subscription, underwriting, participation in syndicates or otherwise and irrespective of whether or not such securities are fully paid or subject to further payments or assessments; to issue in exchange therefor its own securities; and while the owner or holder of any such securities, to exercise all the rights, powers and privileges of ownership or interest in respect thereof, including the right to vote thereon and otherwise act with respect thereto; and to promote, manage, participate in and act as agent for any underwriting, purchasing or selling syndicate or group and otherwise to take part in and assist in any legal manner, by guaranty or otherwise, the purchase, sale or distribution of any such securities.

15. To promote, cause to be organized, finance and aid by loan, subsidy, guaranty or otherwise, any corporation, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, located in or organized under the laws of any authority in any part of the world, any security of which is held directly or indirectly by or for the Corporation, or in the business, financing or

welfare of which the Corporation shall have any interest; and in connection therewith to guarantee or become surety for the performance of any undertaking or obligation of any of the foregoing, and to guarantee endorsement or otherwise the payment of the principal of, or interest or dividends on, any such security, and generally to do any acts or things designed to protect, preserve, improve or enhance the value of any such security.

16. To do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes or for the attainment of any of the objects or the furtherance of any of the powers herein set forth and to do every other act and thing incidental thereto or connected therewith, provided the same be not forbidden by the laws of the State of Delaware.

17. In general, to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware; and to do any and all of the acts and things herein set forth to the same extent as natural persons could do, and in any part of the world, as principal, factor, agent, contractor, trustee or otherwise in conjunction with any person, entity, syndicate, partnership, association or corporation, governmental, municipal or public authority, domestic or foreign; to establish and maintain offices and agencies and to exercise all or any of its corporate powers and rights throughout the world.

The foregoing clauses of this Article THIRD shall be construed as powers as well as objects and purposes. The matters expressed in each clause shall, unless herein otherwise expressly provided, be in no wise limited by reference to or inference from the terms of any other clause, but shall be regarded as independent objects, purposes and powers; and the enumeration of specific objects, purposes and powers shall not be construed to limit or restrict in any manner the meaning of general terms or the general powers of the Corporation; nor shall the expression of one thing be deemed to exclude another not expressed, although it be of like nature; provided, however, that nothing herein contained shall be construed as authorizing the Corporation to carry on the business of constructing, maintaining, or operating public utilities in the State of Delaware or elsewhere; and provided further, however, that the Corporation shall not carry on any business or exercise any powers in any state, territory or country which, under the laws thereof, the Corporation may not lawfully carry on or exercise.

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock, of the par value of One Dollar (\$1.00) per share.

FIFTH: The name and mailing address of the incorporator is John FitzSimmons, 277 Park Avenue, New York, New York 10017.

SIXTH: (a) Subject to the provisions of the General Corporation Law of the State of Delaware, the number of directors of the Corporation shall be determined as provided by the By-laws.

(b) The election of directors need not be by ballot.

SEVENTH: All corporate powers of the Corporation shall be exercised by the Board of Directors, in furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowers:

1. To make, alter or repeal the By-laws of the Corporation, except as may be otherwise provided with respect to one or more of the By-laws by resolution of the stockholders in making, altering, amending or repealing such By-law or By-laws.
2. By a suitable By-law or by a resolution passed by a majority of the whole membership of the Board, to designate two or more of their number to constitute a committee or committees, with such name or names as may be determined from time to time by resolution of the Board of Directors, which committee or committees, to the extent provided in such resolution or resolutions or in the By-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it.
3. To determine whether any and, if any, what part of the net profits of the Corporation or of its surplus or of its net assets in excess of its capital shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition of any such net profits or of any such surplus or of any such net assets in excess of capital.
4. To determine, from time to time, to the extent now or hereafter permitted by the laws of the State of Delaware, whether and to what extent, and at what times and places and under what conditions and regulations, the accounts and books of the Corporation or any of them shall be open to the inspection of the stockholders, and no

stockholder shall have any right to inspect any account, book or document of the Corporation, except as conferred by the laws of the State of Delaware, unless otherwise authorized by resolution of the Board of Directors of the Corporation.

5. From time to time, to the extent now or hereafter permitted by the laws of the State of Delaware, to sell, lease, exchange, or otherwise dispose of any part of the property and assets of this Corporation which the Board of Directors deems it expedient and for the best interests of the Corporation to dispose of, or disadvantageous to continue to own, without assent of the stockholders by vote or otherwise and, pursuant to the written consent of the holders of a majority of the shares of stock issued and outstanding having voting power, or pursuant to the affirmative vote of the holders of a majority of stock issued and outstanding having voting powers, given at a stockholders' meeting duly called for that purpose, the Board of Directors shall have power and authority pursuant to action taken at any meeting of the Board of Directors (whether a regular or special meeting and whether or not notice of such purpose shall have been given prior to such meeting), to sell, lease or exchange all of the property and assets of the Corporation, including, if the Board of Directors shall so desire, its good will and its corporate franchises, for such consideration and upon such terms and conditions as the Board of Directors deem expedient and for the best interests of the Corporation.

6. To remove at any time, for cause or without cause, any officer or employee of the Corporation, or to confer such power on any committee or officer, provided, however, that any officer elected or appointed by the Board of Directors may be removed only by the affirmative vote of a majority of the Board of Directors then in office.

7. Without the assent or vote of the stockholders, to authorize and issue obligations of the Corporation, secured or unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the Board of Directors may determine, and to authorize the mortgaging or pledging, as security therefor, of any property of the Corporation, real or personal, including after-acquired property.

8. To set apart out of any funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve or reserves, to make such other provisions, if any, as are deemed necessary or advisable for working capital, for additions, improvements and betterments to plant and equipment, for expansion of the Corporation's business (including the acquisition of real and personal property for that purpose) and for any other purposes of the Corporation, and from time to time to authorize the use of the surplus of the Corporation for the purpose of acquiring any of the capital stock of the Corporation.

9. From time to time, to offer for subscription, or otherwise to issue or sell, or to grant options for the subscription to or purchase of, any or all of the authorized stock of the Corporation not then issued or which may have been issued and reacquired as treasury stock by the Corporation, and any or all of any increased stock of any class that may hereafter be authorized, for such consideration (including the cancellation of accrued and unpaid dividends on outstanding preferred stock of the Corporation) as the

Board of Directors may determine, without the assent or vote of the stockholders and at the time of such issue and sale, or at the time of granting of such options, to specify in dollars the part of the consideration received on such issue and sale which shall be capital, and which shall be surplus, respectively; provided, however, that as to any shares having a par value the amount of the part of such consideration so determined to be capital need be only equal to the aggregate par value of such shares.

10. Subject to the provisions of the statutes of the State of Delaware, to exercise any and all other powers, in addition to the powers expressly conferred by law and by this Certificate of incorporation, which may be conferred upon it by the Corporation through appropriate By-law provisions.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable Jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver Or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

NINTH: The Corporation shall have the power to indemnify any director, officer, employee or agent of the Corporation or any person who serves or has served at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, Joint venture, trust or other enterprise, to the extent permitted by the General Corporation Law of the State of Delaware.

TENTH: Both the stockholders and the directors shall have power to hold their meetings, if the By-laws so provide, and keep the books, documents, and papers of the Corporation, outside of the State of Delaware, and to have one or more offices within or without the State of Delaware, at such places as may be from time to time designated by the By-laws or by resolution of the stockholders or the directors, except as otherwise required by the laws of the state of Delaware.

ELEVENTH: if so determined by the Board of Directors, the Corporation may from time to time receive money or other property as a contribution to surplus, which contribution may consist of an undivided part of money or other property. Against any surplus there may be charged from time to time any losses incurred by the corporation or any items or debt or bond or stock discount and expense. Such surplus may also be reduced from time to time by dividends or by transfer to capital or to some other appropriate account, and the amount of capital may be increased from time to time by the capitalization of surplus or net profits without the issuance of additional shares.

TWELFTH: The Corporation reserves the right to create any preferred or special stocks or to amend, alter change or repeal any provisions in this Certificate of incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights and interests of the stockholders of the Corporation are granted subject to these reservations.

THE UNDERSIGNED, being the incorporator hereinbefore named for the purpose of forming a corporation in pursuance of the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly has hereunto set his hand, this 18th day of September, 1974.

/s/ John FitzSimons

John FitzSimons

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

ESTERLINE ANGUS INSTRUMENT CORPORATION

2. The registered office of the corporation within the State of Delaware is hereby changed to 229 South State Street, City of Dover 19901, County of Kent.
3. The registered agent of the corporation within the State of Delaware is hereby changed to The Prentice-Hall Corporation System, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on December 9, 1981.

/s/ John H. MacDonald

John H. MacDonald, Vice -President

Attest:

/s/ Robert D. Farley

Robert D. Farley, Secretary

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

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Esterline Angus instrument Corporation, a corporation and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

The present registered agent of the corporation is The Prentice-Hall Corporation System, Inc. and the present registered office of the corporation is in the county of Kent, Delaware.

The Board of Directors Of Esterline Angus instrument Corporation adopted the following resolution on the 13th day of September, 1988.

Resolved, that the registered office of Esterline Angus Instrument Corporation in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, Esterline Angus instrument Corporation has caused this statement to be signed by Donald E. Allen, its XXXXXXXX President and attested by R.W. Stevenson, its XXXXXXXX Secretary this 11 day of November, 1988.

By /s/ Donald E. Allen
Donald E. Allen, President

ATTEST:

By /s/ R.W. Stevenson
R.W. Stevenson, Secretary

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF INCORPORATION

OF

ESTERLINE ANGUS INSTRUMENT CORPORATION

Pursuant to Section 103 of the General Corporation Law of Delaware, ESTERLINE ANGUS INSTRUMENT CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the sole Stockholder of ESTERLINE ANGUS INSTRUMENT CORPORATION duly adopted the following resolution on the 6th day of March, 1991, effecting an amendment to the Certificate of incorporation:

RESOLVED, that ARTICLE FIRST of the Company's Certificate of incorporation is amended in its entirety to read:

FIRST: The name of the corporation (the "Corporation") is ANTEC INSTRUMENT CO.

SECOND: Said resolution was duly adopted in accordance with the provisions of Section 242(b) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said ESTERLINE ANGUS INSTRUMENT CORPORATION has caused this Certificate of Amendment to be signed by the President and attested to by its Secretary and its corporate seal to be hereunto affixed this 15th day of March, 1991.

ESTERLINE ANGUS INSTRUMENT CORPORATION

/s/ Donald E. Allen

Donald E. Allen, President

[Corporate Seal]

/s/ R.W. Stevenson

Robert W. Stevenson, Secretary

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
ANTEC INSTRUMENT CO.

Pursuant to Section 103 of the General Corporation Law of Delaware, ANTEC INSTRUMENT CO., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the sole Stockholder of ANTEC INSTRUMENT CO. duly adopted the following resolution on the 6th day of August, 1991, effecting an amendment to the Certificate of Incorporation:

RESOLVED: That ARTICLE FIRST of the Certificate of Incorporation of the Corporation be amended to read as follows:

FIRST: The name of the corporation (herein called the "Corporation") is ANGUS ELECTRONICS CO.

SECOND: Said resolution was duly adopted in accordance with the provisions of Section 242(b) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said ANTEC INSTRUMENT CO. has President and attested to by its Secretary and its corporate seal to be hereunto affixed this 6th day of August, 1991.

ANTEC INSTRUMENT CO.

/s/ Donald E. Allen

Donald E. Allen, President

[Corporate Seal]

/s/ R.W. Stevenson

Robert W. Stevenson, Secretary

AMENDED AND RESTATED BYLAWS
OF
ANGUS ELECTRONICS CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AVISTA, INCORPORATED**

The following Amended and Restated Articles of Incorporation, duly adopted pursuant to the authority and provisions of the Wisconsin Business Corporation Law (Chapter 180 of the Wisconsin Statutes), supersede and take the place of the existing Articles of Incorporation and all amendments thereto.

**ARTICLE 1
NAME**

The name of the Corporation is Avista, Incorporated.

**ARTICLE 2
PURPOSES AND POWERS**

Section 2.1 Purposes. The purposes for which the Corporation is formed are to engage in any lawful activity within the purposes for which corporations may be organized under the Wisconsin Business Corporation Law.

Section 2.2 Powers. The Corporation has, exercises and enjoys all the general rights, privileges and powers granted to corporations under the Wisconsin Business Corporation Law.

**ARTICLE 3
SHARES OF STOCK**

Section 3.1 Number. The aggregate number of shares that the Corporation has authority to issue is twenty thousand (20,000).

Section 3.2 Class. The Corporation's authorized shares consist of one class only and are all designated as common stock. Each share of common stock has a par value of \$.01.

**ARTICLE 4
REGISTERED OFFICE AND REGISTERED AGENT**

The Corporation's registered agent is James T. Schneller, Jr. The street address of the registered office is 1575 U.S. Highway 151 East, Platteville, Wisconsin, 53818.

**ARTICLE 5
AMENDMENT**

The Articles of Incorporation of the Corporation may be amended in the manner authorized by law at the time of the amendment.

ARTICLE 6
CERTIFICATION

The undersigned officer of Avista, Incorporated, a Wisconsin corporation, with its principal office in Grant County, Wisconsin, certifies that the foregoing Amended and Restated Articles of Incorporation of the Corporation contain one or more amendments to the Articles of Incorporation and that said amendments were adopted as of November 20, 2003, in accordance with Section 180.1003, Wis. Stats., by the board of directors and shareholders of the Corporation.

IN WITNESS WHEREOF, the undersigned officer executes these Amended and Restated Articles of Incorporation on this 20th day of November, 2003.

AVISTA, INCORPORATED

By: /s/ James T. Schneller
James T. Schneller, Jr., President

This document was drafted by
and should be returned to:

Thomas A. Hoffner
LaFollette Godfrey & Kahn
P.O. Box 2719
Madison, WI 53701-2719
(608)257-3911

AMENDED AND RESTATED BYLAWS
OF
AVISTA, INCORPORATED,
A WISCONSIN CORPORATION

ARTICLE I

Meetings of Shareholders

Section 1. **Annual Meetings**. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the shareholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided in Section 180.0706 of the Wisconsin Business Corporation Law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each shareholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the shareholder at the shareholder's address as the same appears upon the records of the Corporation. Any shareholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of shareholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Wisconsin and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Articles of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of shares. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Wisconsin Business Corporation Law.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be shareholders, shall be fixed from time to time by resolution of the shareholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any shareholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board of directors (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Wisconsin, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Wisconsin, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by the Wisconsin Business Corporation Law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, may be issued to each shareholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote of the holders of record of a majority of the outstanding shares of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present or by written consent signed by the holders of all outstanding shares entitled to vote thereon.

**CERTIFICATE OF INCORPORATION OF
AUXITROL CO.**

1. The name of the corporation is:

AUXITROL CO.

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

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

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000).

5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by ballot.

6. The name and mailing address of the incorporator is:

Scott D. Benner
Two Union Square
601 Union Street
Seattle, WA 98101-2346.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and that the facts herein stated are true, and accordingly have hereunto set my hand this 26th day of February, 1992.

/s/ Scott D. Benner

Scott D. Benner, Incorporator

AUXITROL CO.

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Auxitrol Co., a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify:

1. Article 1 of the Certificate of Incorporation of the corporation is amended to read as follows:

“The name of the corporation is Esterline Sensors Services Americas, Inc.”

2. The amendment was duly proposed and declared advisable by the corporation’s Board of Directors and adopted by the corporation’s stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 9th day of December, 2005.

AUXITROL CO.

By /s/ Robert D. George

Robert D. George, Vice President

AMENDED AND RESTATED BYLAWS
OF
ESTERLINE SENSORS SERVICES AMERICAS, INC.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF FORMATION
OF
ESTERLINE TECHNOLOGIES SGIP LLC

ARTICLE 1. NAME

The name of the limited liability company is Esterline Technologies SGIP LLC.

**ARTICLE 2. REGISTERED OFFICE AND
REGISTERED AGENT**

The address of the registered office of this limited liability company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 26th day of October, 2011.

/s/ Stephanie A. Hirano

Stephanie A. Hirano
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

ESTERLINE TECHNOLOGIES SGIP, LLC

a Delaware limited liability company

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LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement of Esterline Technologies SGIP, LLC (this “*Agreement*”) is effective as of October 26, 2011.

RECITALS

A. Esterline Technologies SGIP, LLC (the “*Company*”) was formed on October 26, 2011 pursuant to the filing of the Certificate of Formation of the Company (the “*Certificate*”) with the Secretary of State of the state of Delaware.

B. The parties hereto desire to enter into this Agreement to reflect the terms and provisions relating to the ownership and management of the Company.

NOW, THEREFORE, in consideration for the mutual promises provided herein, the parties agree as follows:

AGREEMENT

1. Organization of Company

1.1 Name

The name of the Company is Esterline Technologies SGIP, LLC, or such other name as the Manager may from time to time hereafter designate.

1.2 Formation

The Company has been formed as a limited liability company under the Delaware Limited Liability Company Act (the “*Act*”).

1.3 Certificate of Formation

The term of the Company commenced upon the filing of the Certificate with the Secretary of State of the state of Delaware and shall be perpetual unless earlier terminated and dissolved pursuant to Section 12.

1.4 Registered Agent

The registered office and registered agent of the Company may be changed by the Manager from time to time.

2. Definitions, Rules of Construction

In addition to terms otherwise defined herein, the following terms are used herein as defined below:

“*Agreement*” means this Limited Liability Company Agreement as originally executed and as amended or restated from time to time.

“Unit” has the meaning given it in Section 8 hereof.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words “hereof,” “herein,” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. Purpose

The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Manager from time to time.

4. Principal Office

The principal office of the Company, and such additional offices as the Manager may establish, shall be located at such place or places inside or outside the state of Delaware as the Manager may designate from time to time.

5. The Member

The name and business address of the member (the **“Member”**) of the Company are set forth on **Exhibit A**.

6. Term

The Company shall continue until dissolved and terminated in accordance with Section 13 of this Agreement.

7. Management of the Company

7.1 Manager

The Company shall be managed by a manager (the **“Manager”**) appointed by the Member. The initial Manager shall be Esterline Technologies Corporation. The Manager may be removed at any time by the Member. The Manager shall serve as such until its resignation or removal by the Member or the appointment of its successor.

7.2 Authority of Manager

The Manager shall have the sole and exclusive right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company, including the power to execute any contract or other agreement or document on behalf of the Company. Without limiting the foregoing, the Manager shall have the authority on behalf of the Company:

(a) to admit additional Members upon such terms and conditions, at such time or times, and for such capital contributions as the Manager shall in its sole discretion shall determine, and

(b) to create subsidiaries of the Company, to cause the Company to contribute capital to subsidiaries or to make loans to affiliated and non-affiliated entities, to cause the Company to act as a general partner, manager or otherwise control affiliated companies and to cause the Company to provide guarantees to affiliated entities.

7.3 Limitation on Authority of Manager

The Manager shall not have authority to do or take any of the following actions without approval of the Member:

(a) Perform any act in contravention of this Agreement or that would make it impossible or unreasonably burdensome to carry on the business of the Company; or

(b) File for bankruptcy by or on behalf of the Company.

7.4 Appointment by Manager

The Manager may appoint, employ, or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the Company as the Manager may from time to time deem appropriate in its sole discretion.

7.5 Execution of Company Documents

The Manager may execute any contract or other agreement or document on behalf of the Company, and may execute and file on behalf of the Company with the Secretary of State of the State of Delaware such certificates or other filings as may be required from time to time. When the taking of such action has been authorized by the Manager, any officer of the Company or any other person specifically authorized by the Manager may execute any contract or other agreement or document on behalf of the Company.

8. Capital Contributions

(a) The Member shall make such initial and any additional capital contributions at such times and in such amounts as shall be determined by the Manager.

(b) The Company is authorized to issue an unlimited number of Units of membership interests (the "**Units**"). As of the date of this Agreement, the Member has been issued that number of Units shown on Exhibit A. Fractions of a Unit may be created and issued. The rights, preferences, privileges and restrictions granted to and imposed upon the Units shall be as provided herein. The Manager may, at any time and from time to time, authorize the Company to issue additional Units and may amend Exhibit A from time to time to reflect the issuance of such additional Units.

(c) Except as otherwise provided in this Agreement, as it may be amended from time to time,

(i) all Units are identical in all respects and entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations, and restrictions, and

(ii) the holder of each Unit shall have the right to one vote per Unit on each matter submitted to a vote of the Members.

(d) The Company shall keep a register of its Members at its principal offices (or such other location as may be required by the Act), or at any other office designated by the Manager. There shall be entered on such register, at the time of the issuance of each unit, the name, address, telephone and fax numbers and email address of the person owning the units, the number of such units, and the date of issuance thereof.

9. Distributions; Allocations of Income and Loss

Distributions of cash or other assets of the Company to the Member shall be made at such times and in such amounts as the Manager may determine. Distributions and allocations of taxable net income or net loss shall be made to the Member or, if there is more than one Member, among the Members in proportion to the number of Units owned by each.

10. Books and Records

The Manager shall maintain records and accounts of all operations and expenditures of the Company. With respect to capital contributions, distributions, and allocations to the Member, the Manager shall maintain records in a written form.

11. Assignments of Company Interest

The Member's interest in the Company shall be transferable in whole or in part without the consent of any other person, and the assignee shall be admitted as a Member and admitted to all the rights of the transferring Member upon execution of a counterpart to this Agreement and upon the books and records of the Company being updated to reflect the transfer of the transferring Member's Company interest to the new Member.

12. Withdrawal

The Member shall not withdraw from the Company. The withdrawal of the Member shall result in the dissolution of the Company pursuant to Section 13.

13. Dissolution

Subject to the provisions of Section 14 of this Agreement, the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) the determination of the Member to dissolve the Company; or

(b) at such time as the Company has no Members.

14. Winding Up

14.1 Responsibility for Winding Up

Upon dissolution of the Company pursuant to Section 13, the Manager may wind up the Company's affairs; but the Court of Chancery, upon cause shown, may wind up the Company's affairs upon application of a legal representative or assignee of the Manager, and in connection therewith may appoint a liquidating Trustee.

14.2 Distribution of Assets Upon Winding Up

Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including the Member should it be a creditor, in satisfaction of liabilities of the Company other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member; and
- (b) The remainder, if any, shall go to the Member or, if there is more than one Member, to the Members in proportion to the number of Units owned by each.

15. Limitation on Liability

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager.

16. Indemnification

16.1 Indemnification of Manager and Member

To the fullest extent not prohibited by law, the Company shall indemnify and hold harmless the Member and Manager from and against any and all losses, claims, demands, costs, damages, liabilities (joint and several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or investigative, in which the Member or Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while the Member was a Member or the Manager was a Manager, as the case may be, regardless of whether the Member or Manager continues to be a Member or the Manager of the Company at the time any such liability or expense is paid or incurred.

16.2 Indemnification of Directors, Officers, Employees and Agents

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or

investigative (hereinafter a “proceeding”) by reason of the fact that he or she is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan (hereinafter an “indemnatee”), whether the basis of such a proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys’ fees, judgments fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnatee in connection therewith.

17. Reliance by Third Parties

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Member, either with respect to any contribution to the Company or otherwise.

18. No Corporation or Partnership Intended for Nontax Purposes

The Member has formed the Company under the Act, and expressly denies any intent hereby to form a partnership under either the Delaware Uniform Partnership Act or the Delaware Limited Partnership Act or a corporation under the Delaware General Corporation Law.

19. Amendments

This Agreement may be amended only upon the unanimous written consent of the Members.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

COMPANY:

ESTERLINE TECHNOLOGIES SGIP, LLC

BY ESTERLINE TECHNOLOGIES CORPORATION, its
Manager

By /s/ Robert D. George

Robert D. George
Vice President, Chief Financial Officer
Secretary and Treasurer

MEMBER:

ESTERLINE TECHNOLOGIES CORPORATION

By /s/ Robert D. George

Robert D. George
Vice President, Chief Financial Officer
Secretary and Treasurer

EXHIBIT A

<u>Member Name & Address</u>	<u>Units Owned</u>
Esterline Technologies Corporation 500 108th Avenue NE, Suite 1500 Bellevue WA 98004	3

CERTIFICATE OF INCORPORATION

OF

HYTEK FINISHES CO.

* * * * *

ARTICLE I. NAME

The name of the corporation is

HYTEK FINISHES CO.

ARTICLE II. REGISTERED OFFICE AND REGISTERED AGENT

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

ARTICLE III. PURPOSES

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

ARTICLE IV. SHARES

The total number of shares of all stock which the corporation shall have authority to issue is one thousand (1,000) shares of common stock having a par value of \$.001 per share, all of which shall be the same class.

ARTICLE V. CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of this corporation.

ARTICLE VI. PREEMPTIVE RIGHTS

No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE VII. INCORPORATOR

The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Sheri A. Doyle	Bank of California Center Seattle, Washington 98164

ARTICLE VIII. DIRECTORS

The business and affairs of the corporation shall be managed by or under the direction of the board of directors. The corporation shall have three (3) first directors, whose names and mailing addresses are as follows:

<u>Name</u>	<u>Mailing Address</u>
Wendell P. Hurlbut	10800 N.E. 8th Street Bellevue, Washington 98004
Carroll M. Martenson	10800 N.E. 8th Street Bellevue, Washington 98004
Robert W. Stevenson	10800 N.E. 8th Street Bellevue, Washington 98004

The initial directors shall serve until the first annual meeting of stockholders and until their successors are elected and qualified. The directors need not be elected by ballot unless required by the bylaws of the corporation.

ARTICLE IX. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the corporation.

ARTICLE X. AMENDMENT

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to his reservation.

ARTICLE XI. DURATION

The corporation is to have perpetual existence.

ARTICLE XII. LIMITATION OF DIRECTOR LIABILITY AND
DIRECTOR AND OFFICER INDEMNIFICATION

(a) Liability. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(b) Indemnification. The corporation shall indemnify, in the manner and to the full extent permitted by law, any person (or the estate of any person) who was or is a party to, or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether or not by or in the right of the corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director, officer or employee of the corporation, or is or was serving at the request of the corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise. The corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, and, in the manner provided by law, any such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the corporation to indemnify any other person for any such expenses to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the corporation may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Any repeal or modification of the foregoing paragraphs by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

I, Sheri A. Doyle, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly I have hereunto set my hand this 12th day of September, 1989.

/s/ Sheri A. Doyle

Sheri A. Doyle
Incorporator

AMENDED AND RESTATED BYLAWS
OF
HYTEK FINISHES CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

A0591161

**RESTATED ARTICLES OF INCORPORATION
OF
JANCO CORPORATION**

Richard L. Thompson and Robert D. George certify that:

1. They are the President and the Secretary, respectively, of Janco Corporation, a California corporation.
2. The Articles of Incorporation of the corporation, as amended to the date of the filing of this certificate, including amendments set forth herein but not separately filed (and with the omissions required by Section 910 of the Corporations Code), are restated to read as set forth in the form attached hereto as Exhibit A.
3. The restated articles of incorporation have been duly approved by the Board of Directors.
4. The amendments to the articles of incorporation as included in the restated articles of incorporation (other than omissions required by Section 910 of the Corporations Code) have been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The corporation has only one class of shares and the number of outstanding shares is 563. The number of shares voting in favor of the amendments equaled or exceeded the vote required. The percentage vote required for approval of the amendments was more than 50%.

DATED: December 31, 2002.

/s/ Richard L. Thompson

Richard L. Thompson, President

/s/ Robert D. George

Robert D. George, Secretary

ARTICLE 1. NAME

The name of this corporation is Janco Corporation.

ARTICLE 2. PURPOSE

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE 3. SHARES

This corporation shall have authority to issue One Thousand shares of common stock without par value.

ARTICLE 4. VACANCY IN BOARD OF DIRECTORS

Any vacancy which results by reason of the removal of a director or directors by the shareholders entitled to vote in an election of directors, and which has not been filled by the shareholders, may be filled by a majority of the directors then in office, whether or not less than a quorum, or by the sole remaining director, as the case may be.

ARTICLE 5. LIMITATION OF DIRECTOR LIABILITY

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

ARTICLE 6. INDEMNIFICATION

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted in Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

Any amendment, repeal or modification of the foregoing provision of this Article 6 shall not adversely affect any right of indemnification or limitation of liability of an agent of this corporation relating to acts or omissions occurring prior to such amendment, repeal or modification.

ARTICLE 7. ELECTION TO BE GOVERNED BY NEW LAW

The corporation elects to be governed by all of the provisions of the California General Corporation Law effective January 1, 1977 (including those provisions not applicable under Chapter 23 of that Law), as in effect on that date and as subsequently amended.

AMENDED AND RESTATED BYLAWS
OF
JANCO CORPORATION,
A CALIFORNIA CORPORATION

ARTICLE I

Meetings of Shareholders

Section 1. **Annual Meetings**. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the shareholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, the holders of shares entitled to cast not less than 10 percent of the votes at the meeting or any additional persons that the board deems necessary and advisable. Calls for such meetings shall specify the place, date and hour of the meeting, the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate in that meeting and the general nature of the business to be transacted thereof. No business other than that specified in the call shall be transacted at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided in the California Corporations Code, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each shareholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the shareholder at the shareholder's address as the same appears upon the records of the Corporation. Any shareholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of shareholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of California.

Section 5. **Quorum**. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by the California Corporations Code or the Articles of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares

of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any other rights. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the meeting nor more than sixty days before any other action. If any meeting of the shareholders is adjourned for more than forty-five days from the date set for the original meeting, the board shall fix a new record date for determining the shareholders entitled to notice of and to vote at such adjourned meeting.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the California Corporations Code.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be shareholders, shall be no fewer than two and no more than three. The number of directors may be fixed or changed by amendment of these Bylaws or by resolution of the shareholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any shareholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board of directors (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of California, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president, secretary or any two members of the board of directors, and shall be held at such times and places, within or without the State of California, as may be specified in such call.

Section 10. Notice of Special Meetings. Notice of the time and place of special meetings shall be given to each director. If notice is mailed, it shall be deposited in the United States mail, addressed to the director at the address shown on the records of the Corporation, at least four days before the time of the meeting. If notice is delivered personally, by telephone, or by electronic transmission, it shall be delivered at least forty-eight hours before the time of the meeting. The notice need not specify the purpose of the meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of two or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The officers of the Corporation shall be elected by the board of directors and shall be a chair of the board or a president or both, a secretary, and a chief financial officer. The Corporation may also elect such other officers, subordinate officers and assistant officers as it may determine, with such authority as may be specifically delegated to such officers by the board of directors or these Bylaws. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by the California Corporations Code and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer (who shall also be the chief financial officer, unless the board of directors specifically elects a separate treasurer) shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as

authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or

beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, may be issued to each shareholder in such form as shall be approved by the board of directors. Such certificates shall be signed by shall be signed by (i) the chair of the board, any vice chair of the board, the president, or any vice president and (ii) the chief financial officer, any assistant treasurer, the secretary or any assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding shares of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION

OF

ME ACQUISITION CO.

* * * * *

A STOCK CORPORATION

Pursuant to Section 102
of the
Delaware General Corporation Law

ARTICLE I. NAME

The name of the corporation (the "Corporation") is ME ACQUISITION CO.

ARTICLE II. REGISTERED OFFICE AND REGISTERED AGENT

The address of its registered office in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at such, address is The Corporation Trust Company.

ARTICLE III. PURPOSES

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

ARTICLE IV. STOCK

The total number of shares of all stock which the corporation shall have authority to issue is one thousand (1,000) shares of common stock having a par value of \$.001 per share, all of which shall be the same class.

ARTICLE V. CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of the Corporation.

ARTICLE VI. PREEMPTIVE RIGHTS

No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of the Corporation.

ARTICLE VII. INCORPORATOR

The name and mailing address of the incorporator are as follows:

<u>Name</u>	<u>Mailing Address</u>
Claire L. Hasler	Two Union Square 601 Union Street Seattle, WA 98101-2346

ARTICLE VIII. DIRECTORS

The business and affairs of the Corporation shall be managed by or under the direction of the board of directors. The Corporation shall have three (3) initial directors, whose names and mailing addresses are as follows:

<u>Name</u>	<u>Mailing Address</u>
Wendell P. Hurlbut	10800 N.E. 8th Street Bellevue, WA 98004
Robert W. Stevenson	10800 N.E. 8th Street Bellevue, WA 98004
Stephen R. Larson	10800 N.E. 8th Street Bellevue, WA 98004

The initial directors shall serve until the first annual meeting of stockholders and until their successors are elected and qualified. The directors need not be elected by ballot unless required by the bylaws of the Corporation.

ARTICLE IX. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the Corporation.

ARTICLE X. AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI. DURATION

The Corporation is to have perpetual existence.

ARTICLE XII. LIMITATION OF DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for

any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XIII. BUSINESS COMBINATIONS
WITH INTERESTED STOCKHOLDERS

The Corporation expressly elects not to be governed by Section 203(a) of the Delaware General Corporation Law.

I, Claire L. Hasler, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the Delaware General Corporation Law, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true and, accordingly, to have hereunto set my hand this 24th day of April, 1996.

/s/ Claire L. Hasler

Claire L. Hasler, Incorporator

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF

ME ACQUISITION CO.

Pursuant to Section 103 of the General Corporation Law of the State of Delaware, ME ACQUISITION CO., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: The Board of Directors and sole stockholder of ME Acquisition Co. duly adopted the following resolution on the 1st day of August, 1996, effecting an amendment to the Certificate of Incorporation:

RESOLVED, that the Certificate of Incorporation of the corporation shall be amended by deleting Article I in its entirety and substituting therefore a new Article I (the "Amendment") to read as follows:

ARTICLE I. NAME

The name of the corporation (the
"Corporation") is MASON ELECTRIC CO.

SECOND: Said resolution was duly adopted in accordance with the provisions of Section 242(b) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, ME Acquisition Co. has caused this Certificate of Amendment to be signed by its Vice President and attested to by its Secretary and has caused its corporate seal to be hereunto affixed this 1st day of August, 1996.

ME ACQUISITION CO.

By: /s/ Stephen R. Larson
Stephen R. Larson, Vice President [Seal]

[Seal]

ATTEST:

/s/ Robert W. Stevenson
Robert W. Stevenson, Secretary

AMENDED AND RESTATED BYLAWS
OF
MASON ELECTRIC CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
NMC GROUP, INC.**

ROBERT M. STEPHEN and BARBARA M. STEPHEN certify that, in accordance with Section 907 of the California Corporations Code (the "Code"):

1. They are the President and Secretary, respectively, of NMC GROUP, INC., a California corporation (the "**Corporation**").
2. Article IV of the Amended and Restated Articles of Incorporation of the Corporation (the "**Articles**") is amended to read as follows:
 "The number of directors of the corporation shall not be less than 3 nor more than 5. The board of directors shall fix the exact number of directors in the manner provided in the bylaws, within the limits specified above."
3. The foregoing amendment of the Articles has been duly approved by the board of directors of the Corporation.
4. The foregoing amendment of the Articles has been duly approved by the required vote of the shareholders in accordance with Section 902 of the Code. The total number of outstanding shares of Series A Voting Common of the Corporation is 2,500. The number of shares of Series A Voting Common voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required is more than 83½ percent of the outstanding shares of Series A Voting Common.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: November 17, 2008.

/s/ Robert M. Stephen

ROBERT M. STEPHEN, President

/s/ Barbara M. Stephen

BARBARA M. STEPHEN, Secretary

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
NMC GROUP, INC.**

The undersigned certify that:

1. They are the president and the secretary, respectively, of NMC GROUP, INC., a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

I

The name of this corporation is NMC Group, Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation is authorized to issue one class of shares, designated "Common Stock." The total number of shares of Common Stock authorized is 100,000. The Common Stock of the corporation may be issued from time to time in two series designated, respectively, "Series A Voting Common", of which the corporation is authorized to issue 50,000 shares and "Series B Non-Voting Common" of which the corporation is authorized to issue 50,000 shares. The rights, preferences, privileges and restrictions of Series A Voting Common and Series B Non-Voting Common shall be equal in all respects except that, unless otherwise provided by law, the holders of shares of Series A Voting Common shall have and possess the exclusive right to notice of shareholder's meetings and the exclusive voting rights and power to vote upon the election of directors or upon any other matter and the holders of shares of Series B Non-Voting Common shall not be entitled to notice of any shareholders' meetings or to vote upon the election of directors or upon any other matters. Upon the amendment and restatement of this Corporation's Articles of Incorporation to read as set forth above, the holder of its shares shall in exchange for each such share then held receive five shares of Series A Voting Common and five shares of Series B Non-Voting Common.

IV

The number of directors of the corporation shall be not less than 5 nor more than 9. The board of directors shall fix the exact number of directors in the manner provided in the bylaws, within the limits specified above.

V

This corporation elects to be governed by all of the provisions of the General Corporation Law of 1977 not otherwise applicable to it under Chapter 23 thereof.

VI

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VII

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

VIII

Any repeal or modification of the provisions of Articles VI, VII or this Article VIII by the shareholders of the corporation shall not adversely affect any right or protection of a director or agent of this corporation existing at the time of such repeal or modification.”

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is five hundred (500). The number of shares voting in favor of the amendment were five hundred (500), equal to all issued and outstanding shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: December 20, 2001

/s/ Douglas P. Stephen

Douglas P. Stephen, President

/s/ Barbara M. Stephen

Barbara M. Stephen, Secretary

AMENDED AND RESTATED BYLAWS
OF
NMC GROUP INC.,
A CALIFORNIA CORPORATION

ARTICLE I

Meetings of Shareholders

Section 1. **Annual Meetings**. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the shareholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, the holders of shares entitled to cast not less than 10 percent of the votes at the meeting or any additional persons that the board deems necessary and advisable. Calls for such meetings shall specify the place, date and hour of the meeting, the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which shareholders may participate in that meeting and the general nature of the business to be transacted thereof. No business other than that specified in the call shall be transacted at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided in the California Corporations Code, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each shareholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the shareholder at the shareholder's address as the same appears upon the records of the Corporation. Any shareholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of shareholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of California.

Section 5. **Quorum**. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by the California Corporations Code or the Articles of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares

of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any other rights. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the meeting nor more than sixty days before any other action. If any meeting of the shareholders is adjourned for more than forty-five days from the date set for the original meeting, the board shall fix a new record date for determining the shareholders entitled to notice of and to vote at such adjourned meeting.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the California Corporations Code.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be shareholders, shall be no fewer than two and no more than three. The number of directors may be fixed or changed by amendment of these Bylaws or by resolution of the shareholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any shareholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board of directors (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of California, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president, secretary or any two members of the board of directors, and shall be held at such times and places, within or without the State of California, as may be specified in such call.

Section 10. Notice of Special Meetings. Notice of the time and place of special meetings shall be given to each director. If notice is mailed, it shall be deposited in the United States mail, addressed to the director at the address shown on the records of the Corporation, at least four days before the time of the meeting. If notice is delivered personally, by telephone, or by electronic transmission, it shall be delivered at least forty-eight hours before the time of the meeting. The notice need not specify the purpose of the meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of two or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The officers of the Corporation shall be elected by the board of directors and shall be a chair of the board or a president or both, a secretary, and a chief financial officer. The Corporation may also elect such other officers, subordinate officers and assistant officers as it may determine, with such authority as may be specifically delegated to such officers by the board of directors or these Bylaws. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none be elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by the California Corporations Code and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer (who shall also be the chief financial officer, unless the board of directors specifically elects a separate treasurer) shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as

authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or

beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, may be issued to each shareholder in such form as shall be approved by the board of directors. Such certificates shall be signed by shall be signed by (i) the chair of the board, any vice chair of the board, the president, or any vice president and (ii) the chief financial officer, any assistant treasurer, the secretary or any assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding shares of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION

OF

NORWICH AERO PRODUCTS, INC.

Under Section 402 of the Business Corporation Law

THE UNDERSIGNED, a natural person over the age of twenty-one years, desiring to form a corporation pursuant to the New York Business Corporation Law, does hereby certify as follows:

1. The name of the corporation is

NORWICH AERO PRODUCTS, INC.

Hereinafter sometime called the "Corporation".

2. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law of the State of New York, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

Without limiting in any manner the scope and generality of the foregoing, it is hereby provided that the Corporation shall have the following purposes, objects and powers:

(a) To develop, test, manufacture, assemble, produce, import, lease from others, purchase or otherwise acquire, use, operate, repair, alter, service, exhibit and demonstrate, export, lease to others, sell or otherwise dispose of, and generally deal in and with all manner of military and civil aircraft engines, and their parts, fittings, furnishings, instruments, accessories, appurtenances of every kind and description, and all parts or components of the foregoing, and all supplies and things in any way relating to or used in connection with the foregoing.

(b) To buy, acquire, hold, own, maintain, improve, develop, sell, convey, lease, mortgage, exchange and otherwise deal in and dispose of real estate and real property of all kinds, improved and unimproved, or any interest and rights therein.

(c) To conduct a general merchandising and trading business, and for the accomplishment thereof to manufacture, buy or otherwise acquire, hold, sell or otherwise dispose of, deal and trade in, as principal, agent or broker, goods, wares and merchandise and personal property of every kind and description, at wholesale or retail and on commission or otherwise.

(d) To manufacture, purchase or otherwise acquire, own, repair, service, lease, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal in goods, wares and merchandise and personal property of every class and description.

(e) To engage in all activities, render all services and to buy, sell, use, handle, and deal in all fixtures, machinery, apparatus, equipment, accessories, tools, machinery, products and merchandise incidental or related to any of the purposes of the Corporation, or of use thereto.

(f) To acquire by purchase or otherwise, hold for investment or for resale, to sell or otherwise dispose of, pledge, hypothecate, and deal in and with, as principal, agent or broker, and on commission or otherwise, stocks, bonds, notes, mortgages, trusts receipts, interim receipts, warehouse receipts, certificates of ownership, debentures, investment securities and choses in action generally; and to do any and all business necessary, suitable or incidental thereto.

(g) To apply for, obtain, register, purchase, lease or otherwise acquire and to hold, use, grant licenses in respect of, or otherwise turn to account, sell, assign, pledge or otherwise dispose of, trademarks, trade names, inventions, secret processes, formulae, patented devices, letters-patent and licenses under letters-patent, copyrights and similar rights and property.

(h) To purchase or otherwise acquire all or any part of the business, goodwill, rights, property and assets of all kinds and assume all or any part of the liabilities of any corporation, association, partnership or person engaged in any business included in the Corporation's purposes, or incidental thereto; and to pay for the same either in cash, stock of the Corporation, bonds or otherwise; to manage, conduct and carry on the whole or any part of the business so acquired, and to exercise all the powers necessary, incidental or impliedly conferred by law in and about transaction and management of such business.

(i) To borrow money, and, from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bills of exchange and other obligations of the Corporation for moneys borrowed or in payment for property acquired or for any of the other objects, or purposes of the Corporation or its business, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement in regard to, all or any part of the property, rights or privileges of the Corporation wherever situated, whether now owned or hereinafter to be acquired.

(j) To make any guarantee respecting dividends, shares of stock, bonds, debentures, contracts or other obligations to the extent that such power may be exercised by corporations organized under the New York Business Corporation Law.

(k) To carry out all or any part of the foregoing purposes as principal, factor, agent, contractor, or otherwise either alone or in conjunction with any person, firm, association or corporation, and in any part of the world; and in carrying on its business and for the purpose of attaining or furthering any of its objects, to make and perform such contracts of any kind and description, to do such acts and things, and to exercise any and all such powers, as a natural person could lawfully make, perform, do or exercise, provided the same be not inconsistent with the laws of the State of New York.

(l) To maintain and have offices, agencies, or branches, conduct its business or any part thereof, purchase, lease or otherwise acquire, hold, mortgage, and convey real and personal property, and do all or any of the acts and things herein set forth as purposes and such other acts and things as may be requisite for the Corporation in the convenient transactions of its business, outside of the State of New York, as well as within the State, and in any or all the other states of the United States, in the District of Columbia, in an of the territories, districts, protectorates, dependencies or insular or other possessions or acquisitions of the United States, and in any or all foreign countries.

(m) To do any and all things necessary, suitable, convenient or proper for, or, in connection with, or incidental to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of the Corporation, or to enhance the value of any of its properties; and in general to do any and all things and exercise any and all powers and carry on any and all business which it may now or hereafter be lawful for the corporation to do or to exercise or to carry on under the laws of the State of New York that may now or hereafter be applicable to the Corporation.

The purposes and powers specified in the clauses contained in this Article 2 shall, except when otherwise expressed in this Article 2, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause of this or of any other article of this Certificate, but the purposes and powers specified in each of the clauses of this Article 2 shall be regarded as independent purposes and powers, and the specifications herein contained of particular powers of the Corporation is not intended to be, and is not, in limitation of, but is in furtherance of, the powers granted to corporations under the laws of the State of New York under and in pursuance of the provisions of which the Corporation is formed.

3. The office of the Corporation in the State of New York is to be located in the City of Norwich, County of Chenango.

4. The aggregate number of shares which the Corporation shall have the authority to issue is One Hundred Thousand (100,000) shares, par value twenty cents (\$.20) per share, and all of which are to be common shares of stock of the same class.

5. The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon it is: 35 West Main Street, Norwich, New York 13815.

IN WITNESS WHEREOF, this certificate has been executed this 19th day of September, 1983.

Name and Address
of Incorporator
William G. Ballard
R.D. #1, Box 62
Norwich, New York 13815

Signature of
Incorporator

/s/ William G. Ballard

William G. Ballard

STATE OF NEW YORK :
 : ss.:
COUNTY OF CHENANGO :

On this 19th day of September, 1983, before me personally came WILLIAM G. BALLARD, to me known to be the same person described in and who executed the foregoing Certificate of Incorporation, and he duly acknowledged to me that he executed the same.

/s/ Thomas Carl Emerson

Notary Public

THOMAS CARL EMERSON
Notary Public, State of New York
Chenango County
Reg. No. 4517887
My Commission Expires March 30, 1984

NYS DEPARTMENT OF STATE

FILING RECEIPT NAME RESERVATION (BUSINESS)

CORPORATION NAME

NORWICH AERO PRODUCTS, INC. IRES FOR 60 DAYS

DATE FILED
08/26/83

DURATION & COUNTY CODE

FILE NUMBER
8014515-1

CASH NUMBER
226491

NUMBER AND KIND OF SHARES

LOCATION OF PRINCIPAL OFFICE

COMMENTS:

FDR LEE LEE & EMERSON (SUBMIT CTF WHEN FILING) DC

ADDRESS FOR PROCESS

REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECKS	\$00030.00	AMOUNT OF MONEY ORDER	\$	AMOUNT OF CASH	\$
DOLLAR FEE TO COUNTY	\$			FILING	
	\$			TAX	
	\$			CERTIFIED COPY	
	\$			20.00 CERTIFICATE	
	\$			010.00 MISCELLANEOUS	
		TOTAL PAYMENT \$		000030.00	

FILER NAME AND ADDRESS
LEE LEE & EMERSON
35 MAIN ST.
NORWICH, NY 13815

REFUND OF \$

TO FOLLOW

GAIL S. SHAFFER SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

For

NORWICH AERO PRODUCTS, INC.

William G. Ballard, Incorporator

LEE, LEE, & EMERSON, ESQS.
35 West Main Street
Norwich, New York 13815
607-334-2247

**CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF
INCORPORATION OF NORWICH AERO PRODUCTS, INC., UNDER
SECTION 805 OF THE BUSINESS CORPORATION LAW**

1. The name of the corporation is Norwich Aero Products, Inc. and has not been changed.
2. Its Certificate of Incorporation was filed by the Department of State on the 21st day of September 1983.
3. The amendment effected by this certificate of amendment is as follows: Paragraph No. 4 of the original Certificate of Incorporation dealing with the number of authorized shares and generally providing for the authority to issue 100,000 shares of 20 cent par value common stock is hereby amended to increase the number of authorized shares to 5,000,000 shares of the par value of 20 cents per share and is therefore amended to read as follows:
 4. The aggregate number of shares which the corporation shall have the authority to issue is 5,000,000 (5 million) shares, par value 20 cents (\$.20) per share and all of which are to be common shares of stock of the same class.
5. This amendment has no effect on the number of currently issued shares, currently 47,810 shares of 20 cent par value stock, but increases the number of authorized but unissued shares from the current 52,190 by a total of 4,900,000 resulting in 4,952,190 shares of 20 cent par value stock authorized but unissued.
6. The above and foregoing amendments to the certificate of incorporation were authorized by vote of board, followed by a vote of the holders of a majority of all outstanding shares entitled to vote at a meeting of shareholders held on the 15th day of April, 1987.

/s/ William G. Ballard

WILLIAM G. BALLARD, President

/s/ Thomas C. Emerson

THOMAS C. EMERSON, Secretary

STATE OF NEW YORK)
) SS.:
COUNTY OF CHENANGO)

William G. Ballard, being duly sworn deposes and says that he is the President of Norwich Aero Products, Inc.; that he has read the foregoing amendment of certificate of incorporation and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to whose matters he believes it to be true.

/s/ William G. Ballard
WILLIAM G. BALLARD

Sworn to before me this
28th day of October, 1987

/s/ Edward J. Lee
Notary Public

EDWARD J. LEE
Notary Public, State of New York
Residing in Chenango County
Reg. No. 7458500
My Commission Expires June 30, 1988

STATE OF NEW YORK)
) SS.:
COUNTY OF CHENANGO)

Thomas C. Emerson, being duly sworn deposes and says that he is the Secretary of Norwich Aero Products, Inc.; that he has read the foregoing amendment of certificate of incorporation and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein state to be alleged on information and belief, and that as to those matters he believes it to be true.

/s/ Thomas C. Emerson
THOMAS C. EMERSON

Sworn to before me this
28th day of October, 1987

/s/ Edward J. Lee
Notary Public

EDWARD J. LEE
Notary Public, State of New York
Residing in Chenango County
Reg. No. 7458500
My Commission Expires June 30, 1988

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF
INCORPORATION OF NORWICH AERO PRODUCTS, INC., UNDER
SECTION 805 OF THE BUSINESS CORPORATION LAW

LEE, LEE, & EMERSON, Filer
35 West Main Street
Norwich, New York 13815

CERTIFICATE OF MERGER

OF

ROXBORO AEROSPACE PRODUCTS, INC.

INTO

NORWICH AERO PRODUCTS, INC.

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

Norwich Aero Products, Inc., pursuant to the provisions of Section 905 of the Business Corporation Law of the State of New York, hereby certifies as follows:

1. Roxboro Aerospace Products, Inc., a corporation of the State of New York ("Roxboro"), owns at least ninety percent of the outstanding shares of Norwich Aero Products, Inc., a corporation of the State of New York ("Norwich").

2. As to each corporation to be merged, the designation and number of outstanding shares and the number of such shares, if any, owned by the surviving corporation are as follows:

<u>Name of Corporation to be Merged</u>	<u>Designation and Number of Outstanding Shares</u>	<u>Number of Shares Owned by the Survivor</u>
Roxboro Aerospace Products, Inc.	1 Share of Common Stock	None.
Norwich Aero Products, Inc.	618,932 Shares of Common Stock	None.

3. By virtue of the merger, the one Share of Common Stock of Roxboro will be converted into and become one fully paid and nonassessable Share of Common Stock of Norwich, the surviving corporation, and shall constitute the only outstanding shares of capital stock of the surviving corporation.

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

<u>NAME OF CORPORATION</u>	<u>DATE OF INCORPORATION</u>
Roxboro Aerospace Products, Inc.	8/31/1998
Norwich Aero Products, Inc.	9/21/1983

5. The plan of merger was adopted by the board of directors of Roxboro, the parent corporation.
6. The proposed merger has been approved by the sole shareholder of the parent corporation in accordance with paragraph (a) of section 903 of the Business Corporation Law.

IN WITNESS WHEREOF, the undersigned, by its duly authorized officer, has executed this Certificate of Merger this 8th day of January, 1999.

NORWICH AERO PRODUCTS, INC.

BY: /s/ William G. Ballard

**Name: William G. Ballard
Title: President**

CERTIFICATE OF MERGER
OF
ROXBORO AEROSPACE PRODUCTS, INC.
INTO
NORWICH AERO PRODUCTS, INC.

UNDER SECTION 905 OF THE BUSINESS CORPORATION LAW

PILIERO GOLDSTEIN JENKINS & HALL
292 MADISON AVENUE
NEW YORK, NY 10017

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231

CERTIFICATE OF CHANGE
OF

NORWICH AERO PRODUCTS, INC.
(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

FIRST: The name of the corporation is: Norwich Aero Products, Inc.

If the name of the corporation has been changed, the name under which it was formed is: _____

SECOND: The certificate of incorporation was filed by the Department of State on: _____
September 21, 1983

THIRD: The change(s) effected hereby are: [Check appropriate box(es)]

Q The county location, within this state, in which the office of the corporation is located, is changed to: _____

Q The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to: _____

Q The corporation hereby: [Check one]

Q Designates: CT Corporation System
as its registered agent upon whom process against the corporation may be served.
The street address of the registered agent is: _____
111 Eighth Avenue, New York, NY 10011

Q Changes the designation of its registered agent to: _____
_____. The street address of the registered agent is: _____

Q Changes the address of its registered agent to: _____

Q Revokes the authority of its registered agent.

FOURTH: The change was authorized by the board of directors

/s/ Robert D. George

(Signature)

ROBERT D. GEORGE, DIRECTOR, VP,
SECRETARY AND TREASURER

(Name and Capacity of Signer)

CERTIFICATE OF CHANGE
OF

NORWICH AERO PRODUCTS, INC.

(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

Filer's Name Sheri Berndt

Address 1201 3rd Ave, 40th Floor

City, State and Zip Code Seattle, WA 98101

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationary stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$30 filing fee.

For Office Use Only

AMENDED AND RESTATED BY-LAWS
OF
NORWICH AERO PRODUCTS, INC.,
A NEW YORK CORPORATION

ARTICLE I

Meetings of Shareholders

Section 1. **Annual Meetings**. The annual meeting of shareholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the shareholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided in the New York Business Corporation Law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each shareholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the shareholder at the shareholder's address as the same appears upon the records of the Corporation. Any shareholder, either before or after any meeting, may waive any notice required to be given by law or under these By-laws.

Section 4. **Place of Meetings**. Meetings of shareholders shall be held at the principal office of the Corporation in the State of New York unless the board of directors determines that a meeting shall be held at some other place within or without the State of New York and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of shares entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these By-laws to be authorized or taken by the holders of a designated proportion of the shares of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding shares of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of shares of such class so present shall be the act of such class. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of shareholders entitled to (i) receive notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of shares. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the New York Business Corporation Law.

Section 7. Proxies. A person who is entitled to attend a shareholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be shareholders, shall be fixed from time to time by resolution of the shareholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of shareholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any shareholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of shareholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors, including the removal of directors without cause, may be filled by a majority vote of the remaining directors, even if less than a quorum exists, until an election to fill such vacancies is held. Shareholders entitled to elect directors shall have the right to fill any vacancy in the board of directors (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the shareholders called for that purpose, and any directors elected at any such meeting of shareholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whether or not a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting to another time or place. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the shareholders, or as soon thereafter as is practicable. If no annual meeting of the shareholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the shareholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the shareholders, it shall be held at the same place at which such shareholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of New York, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of New York, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's

records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these By-laws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors may elect officers, which may include a chief executive officer, a president, a secretary, a treasurer, or such number of vice presidents, if any, as the board of directors may from time to time determine. The board of directors may also elect a chairman of the board of directors and may from time to time create such offices and appoint such other officers, subordinate officers and assistant officers as it may determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of shareholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of shareholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these By-laws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for shares and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the shareholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for shares and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of shareholders and directors; shall produce on request at each meeting of shareholders a certified list of shareholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any “other enterprise” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Shares

Section 1. Form and Execution. Certificates for shares, certifying the number of full-paid shares owned, may be issued to each shareholder in such form as shall be approved by the board of directors. Such certificates shall be signed by the chairman or vice-chairman of the board of directors or the president or a vice-president and the treasurer or an assistant treasurer or the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for shares, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for shares of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of shares represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new share certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss,

destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of shares represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Shareholders. A person in whose name shares are of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such shares on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These By-laws shall be subject to alteration, amendment, repeal, or the adoption of new By-laws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote of the holders of record of a majority of the outstanding shares of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present or by written consent signed by the holders of all outstanding shares entitled to vote thereon.

**CERTIFICATE OF INCORPORATION
OF
Hughes TPD, Inc.**

FIRST: The name of the corporation is:

Hughes TPD, Inc.

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

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The corporation is authorized to issue one class of stock. The total number of authorized shares of capital stock of the corporation shall be One Thousand (no par value).

FIFTH: The name and mailing address of the incorporator is Robert M. Hall, 7200 Hughes Terrace, Los Angeles, California 90045-0066.

SIXTH: The Board of Directors of the corporation is expressly authorized to make, alter or repeal by-laws of the corporation, but the stockholders may make additional by-laws and may alter or repeal any by-law whether adopted by them or otherwise.

SEVENTH: Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is his act and deed and that the facts stated therein are true.

Dated: August 11, 1995

/s/ Robert M. Hall

Robert M. Hall

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

TPD MERGER CORPORATION

WITH AND INTO

HUGHES TPD, INC.

TPD Merger Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY THAT;

FIRST: The Company was incorporated on the 29th day of September 1995, pursuant to the General Corporation Law of the State of Delaware.

SECOND: The Company owns all of the outstanding shares of the capital stock of Hughes TPD, Inc. ("Hughes"), which was incorporated on the 11th day of August, 1995 pursuant to the General Corporation Law of the State of Delaware.

THIRD: The Company, by the following resolutions duly adopted by written consent of directors, executed on the 6th day of October, 1995 and filed with the minutes of the board of directors, determined to merge itself with and into Hughes and Hughes shall assume all the liabilities and obligations of the Company:

RESOLVED, that the merger (the "Merger") of the Company with and into Hughes TPD, Inc., a Delaware corporation and its wholly-owned subsidiary ("Hughes"), pursuant to the terms and conditions set forth in the Plan of Merger between the Company and Hughes (the "Plan of Merger"), is advisable and that approval of the Merger be submitted to the sole stockholder of the Company for adoption by written consent and upon receiving such consent, the Merger shall be approved.

RESOLVED, that the Plan of Merger is adopted and approved in the form attached hereto.

RESOLVED, that the name of Hughes be changed at the time of the merger so that the name of the surviving corporation is Palomar Products, Inc.

RESOLVED, that in accordance with the Plan of Merger, the officers of the Company are hereby authorized, on behalf of the Company, to execute a Certificate of Ownership and Merger and to cause such Certificate to be filed with the Secretary of State of the State of Delaware and a certified copy to be recorded with the Office of the Recorder of Deeds, New Castle County, Delaware.

RESOLVED, that the officers of the Company are hereby authorized to take such additional action, and to execute and cause to be filed such additional documents, as they may consider necessary or desirable in order to carry out the transactions contemplated by the Plan of Merger, without further authority or approval by the board of directors of the Company.

FOURTH: The Plan of Merger has been authorized and approved by the sole shareholder of the Company by written consent of sole stockholder dated October 6, 1995.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Merger may be terminated and abandoned by the board of directors of the Company at any time prior to the date of filing this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

SIXTH: The Merger will be effective upon filing of this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by Clifford L. Gorby, its Vice President and attested by Ronald C. Penland, its Secretary, this 6th day of October, 1995.

TPD MERGER CORPORATION

By: /s/ Clifford L. Gorby
Clifford L. Gorby,
Vice President

Attest:

By: /s/ R.C. Penland
Ronald C. Penland,
Secretary

CORRECTED

CERTIFICATE OF OWNERSHIP AND MERGER

OF

PALOMAR PRODUCTS, INC.

**(Pursuant to Section 103(f) of the
General Corporation Law of the State of Delaware)**

It is hereby certified that:

1. The names of the corporations which are parties to this merger are TPD Merger Corporation (the "Company"), a corporation organized and existing under the laws of the State of Delaware and Hughes TPD, Inc. ("Hughes"), a corporation organized and existing under the laws of the State of Delaware.
2. The Certificate of Ownership and Merger, which was filed by the Delaware Secretary of State on October 6, 1995, is hereby corrected.
3. This Corrected Certificate of Ownership and Merger is being filed to correct the Certificate of Ownership and Merger, which was filed by the Delaware Secretary of State on October 6, 1995, because paragraph fourth of said Certificate failed to include a reference to the Plan of Merger attached as Exhibit "A".

4. The Certificate of Ownership and Merger is as follows:

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

TPD MERGER CORPORATION

WITH AND INTO

HUGHES TPD, INC.

TPD Merger Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY THAT:

FIRST: The Company was incorporated on the 29th day of September, 1995, pursuant to the General Corporation Law of the State of Delaware.

SECOND: The Company owns all of the outstanding shares of the capital stock of Hughes, which was incorporated on the 11th day of August, 1995 pursuant to the General Corporation Law of the State of Delaware.

THIRD: The Company, by the following resolutions duly adopted by written consent of directors, executed on the 6th day of October, 1995 and filed with the minutes of the board of directors, determined to merger itself with and into Hughes and Hughes shall assume all the liabilities and obligations of the Company:

RESOLVED, that the merger (the "Merger") of the Company with and into Hughes TPD, Inc., a Delaware corporation and its wholly-owned subsidiary ("Hughes"), pursuant to the terms and conditions set forth in the Plan of Merger between the Company and Hughes (the "Plan of Merger"), is advisable and that approval of the Merger be submitted to the sole stockholder of the Company for adoption by written consent and upon receiving such consent, the Merger shall be approved.

RESOLVED, that the Plan of Merger is adopted and approved in the form attached hereto.

RESOLVED, that the name of Hughes be changed at the time of the merger so that the name of the surviving corporation is Palomar Products, Inc.

RESOLVED, that in accordance with the Plan of Merger, the officers of the Company are hereby authorized, on behalf of the Company, to execute a Certificate of Ownership and Merger and to cause such Certificate to be filed with the Secretary of State of the State of Delaware and a certified copy to be recorded with the Office of the Recorder of Deeds, New Castle County, Delaware.

RESOLVED, that the officers of the Company are hereby authorized to take such additional action, and to execute and cause to be filed such additional documents, as they may consider necessary or desirable in order to carry out the transactions contemplated by the Plan of Merger, without further authority or approval by the board of directors of the Company.

FOURTH: The Plan of Merger, a copy of which is attached hereto as Exhibit "A", has been authorized and approved by the sole shareholder of the Company by written consent of sole stockholder dated October 6, 1995.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Merger may be terminated and abandoned by the board of directors of the Company at any time prior to the date of filing this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

SIXTH: The Merger will be effective upon filing of this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by Clifford L. Gorby, its Vice President and attested by Ronald C. Penland, its secretary, this 18th day of October, 1995.

TPD MERGER CORPORATION

By: /s/ Clifford L. Gorby
Clifford L. Gorby,
Vice President

Attest:

By: /s/ R.C. Penland
Ronald C. Penland,
Secretary

PLAN OF MERGER

This is a Plan of Merger between HUGHES-TPD, INC., a Delaware corporation ("Hughes") and TPD MERGER CORPORATION, a Delaware corporation ("TPD Merger") and the sole stockholder of Hughes.

1. Merger of TPD Merger into Hughes. On the Effective Date (as defined in paragraph 7 below), TPD Merger will merge with and into Hughes in accordance with Section 253 of the General Corporation Law of Delaware (the "Merger") and the separate existence of TPD Merger will cease. Hughes will be the "Surviving Corporation" and will continue its existence under Delaware Law. The name of Hughes will be changed to "Palomar Products, Inc."
2. Certificate of Incorporation and Bylaws of Surviving Corporation. On the Effective Date, the Certificate of Incorporation of Hughes is hereby amended in its entirety to read as set forth on Exhibit "A" and shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of TPD Merger shall be the Bylaws of the Surviving Corporation until changed as provided by law.
3. Directors and Officers of Surviving Corporation. The directors and officers of Hughes on the Effective Date will continue as the directors and officers of the Surviving Corporation.
4. Shares. As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

<u>Name of Corporation</u>	<u>Designation and number of shares in each class or series outstanding</u>	<u>Class or Series of Shares entitled to Vote</u>
TPD Merger Corporation	Common Stock, 1000 shares	Common Stock, 1000 shares
Hughes-TPD, Inc.	Common Stock, 1000 shares	Common Stock, 1000 shares

5. Conversion of Shares. On the Effective date:

5.1 Each then issued and outstanding share, and each share then held in the treasury, of the stock of TPD Merger will, by virtue of the merger and without any action on the part of the holder thereof, be converted into issued and outstanding shares, or treasury shares, as the case may be, of the common stock, par value \$.01, of the Surviving Corporation on a pro rata basis.

5.2. Each then issued and outstanding share, and each share then held in the treasury, of the stock of Hughes will, by virtue of the Merger and without any action on the part of the holder hereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto.

6. Assets and Liabilities. As a result of the Merger, by operation of law and without further act or deed, on the Effective Date, all of the property, rights, interests and other assets of TPD Merger will be transferred to and vested in Hughes and Hughes will assume all of the liabilities of TPD Merger.

7. Approval, Filing and Effective Date. After this Plan of Merger has been duly approved in the manner required by law, a Certificate of Ownership and Merger will be filed with the Secretary of State of the State of Delaware. The Merger will be effective (the "Effective Date") upon filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

8. Termination. This Plan may be terminated and the Merger abandoned by action of the board of directors of Hughes or TPD Merger at any time before the Effective Date, notwithstanding the approval in the manner set forth in paragraph 7 above.

9. Amendment. This Plan may be amended in any manner at any time before the Effective Date by the mutual consent of the board of directors of TPD Merger and Hughes.

CERTIFICATE OF INCORPORATION

OF

PALOMAR PRODUCTS, INC.

1. Name. The name of the Corporation is Palomar Products, Inc.
2. Registered Office and Agent. The address of the corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.
3. Purpose. The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware and to possess and exercise all of the powers and privileges granted by such law and any other law of Delaware.
4. Authorized Capital. The aggregate number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares, all of which are of one class and are designated as Common Stock and each of which has a par value of one cent (\$.01).
5. Bylaws. The board of directors of the Corporation is authorized to adopt, amend or repeal the bylaws of the Corporation, except as otherwise specifically provided therein.
6. Elections of Directors. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
7. Right to Amend. The Corporation reserves the right to amend any provision contained in this certificate as the same may from time to time be in effect in the manner now or hereafter prescribed by law, and all rights conferred on stockholders or others hereunder are subject to such reservation.
8. Limitation on Liability. The directors of the Corporation shall be entitled to the benefits of all limitations on the liability of directors generally that are now or hereafter become available under the General Corporation Law of Delaware. Without limiting the generality of the foregoing, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for

acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Section 8 shall be prospective only, and shall not affect, to the detriment of any director, any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PALOMAR PRODUCTS, INC.**

Palomar Products, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

The amendment of the Corporation's Certificate of incorporation set forth in the following resolution approved by the Corporation's Board of Directors and Stockholders was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by striking Article 1 in its entirety and replacing therefor:

1. Name. The name of the Corporation is Palomar Communications, Inc.

IN WITNESS WHEREOF, Palomar Products, Inc. has caused this Certificate to be signed and attested by its duly authorized officers, this 2nd day of January, 1998.

PALOMAR PRODUCTS, INC.

By:

/s/ Gary E. Gist

Gary E. Gist, President

ATTEST:

/s/ Parke H. Hess, Jr.

Parke H. Hess, Jr., Assistant Secretary

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PALOMAR ELECTRONICS SYSTEMS, INC.**

Palomar Electronics Systems, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

The amendment of the Corporation's Certificate of Incorporation set forth in the following resolution approved by the Corporation's Board of Directors and Stockholders was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by striking Article 1 in its entirety and replacing therefor:

1. Name. The name of the Corporation is Palomar Products, Inc.

IN WITNESS WHEREOF, Palomar Electronics Systems, Inc. has caused this Certificate to be signed and attested by its duly authorized officers, this 12th day of March, 1998.

PALOMAR ELECTRONICS SYSTEMS, INC.

By: /s/ Valerian J. Policky
Valerian J. Policky, President

ATTEST:

/s/ Parke H. Hess, Jr.
Parke H. Hess, Jr., Assistant Secretary

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION OF
PALOMAR PRODUCTS, INC.**

Palomar Products, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

The amendment of the Corporation's Certificate of Incorporation set forth in the following resolution approved by the Corporation's Board of Directors and Stockholders was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by striking Article 4 in its entirety and replacing therefor:

4. Stock Split: Authorized Capital. Upon the filing of this Amendment, each outstanding share of Common Stock in the Corporation shall be split into ninety-six and one-half (96.5) shares of Common Stock (\$.01 par). After giving effect to said stock split, the total number of shares of Common Stock which the Corporation shall have authority to issue shall be one million (1,000,000) shares (\$.01 par).

IN WITNESS WHEREOF, Palomar Products, Inc. has caused this Certificate to be signed and attested by its duly authorized officers, this 1st day of April 1999.

Palomar Products, Inc.

By:

/s/ Valerian J. Policky

Valerian J. Policky, President

ATTEST:

/s/ Gary E. Gist

Gary E. Gist, Secretary

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION OF
PALOMAR PRODUCTS, INC.**

Palomar Products, Inc., a corporation organized and existing under the laws of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

The amendment of the Corporation's Certificate of Incorporation set forth in the following resolution approved by the Corporation's Board of Directors and Stockholders was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

RESOLVED, that as of December 29, 2000, every issued share of Common Stock (\$.01 par) in the Corporation shall be reduced to .6863212 shares (\$.01 par), and the Certificate of Incorporation of the Corporation shall be amended by striking Article 4 in its entirety and replacing therefor:

4. Reverse Stock Split: Authorized Capital. Every issued share of Common Stock in the corporation is hereby reduced to .6863212 shares of Common Stock (\$.01 par). Notwithstanding said reduction, the total number of authorized shares of Common Stock of the corporation shall remain at One Million (\$.01 par).

IN WITNESS WHEREOF, Palomar Products, Inc. has caused this Certificate to be signed and attested by its duly authorized officers, this 29th day of December, 2000.

PALOMAR PRODUCTS, INC.

By: /s/ Valerian J. Policky
Valerian J. Policky, President

ATTEST:

/s/ Gary E. Gist
Gary E. Gist, Secretary

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION OF
PALOMAR PRODUCTS, INC.**

Palomar Products, Inc., a corporation organized and existing under the laws of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

The amendment of the Corporation's Certificate of Incorporation set forth in the following resolution approved by the Corporation's Board of Directors and Stockholders was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

RESOLVED, that as of the effective date of the filing of the Certificate of Amendment of Certificate of Incorporation, every issued share of Common Stock (\$.01 par) in the Corporation shall be split into 1.4570436 shares (\$.01 par), and the Certificate of Incorporation of the Corporation shall be amended by striking Article 4 in its entirety and replacing therefor:

4. Stock Split: Authorized Capital. Every issued share of Common Stock in the corporation is hereby split into 1.4570436 shares of Common Stock (\$.01 par). Notwithstanding said increase, the total number of authorized shares of Common Stock of the corporation shall remain at One Million (\$.01 par).

IN WITNESS WHEREOF, Palomar Products, Inc. has caused this Certificate to be signed and attested by its duly authorized officers, this 24 day of April, 2001.

PALOMAR PRODUCTS, INC.

By: /s/ Valerian J. Policky
Valerian J. Policky, President

ATTEST:

/s/ Gary E. Gist
Gary E. Gist, Secretary

PALOMAR PRODUCTS, INC.
CERTIFICATE OF CHANGE
OF
REGISTERED AGENT AND OFFICE

Palomar Products, Inc., a Delaware corporation, does hereby certify:

1. Article 2 of the Certificate of Incorporation of the corporation is amended to read as follows:
 2. Registered Office and Agent. The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at that address is The Corporation Trust Company.
2. The foregoing is a true copy of a resolution adopted by the Board of Directors by unanimous written consent on October 3, 2005.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 3 day of October, 2005.

PALOMAR PRODUCTS, INC.

By: /s/ Robert D. George
Robert D. George, Vice President

PALOMAR PRODUCTS, INC.

**CONSENT IN LIEU OF
SPECIAL MEETING OF DIRECTORS**

The undersigned, being all the Directors of Palomar Products, Inc., a Delaware corporation (the "**Company**"), by this instrument in lieu of a meeting of Directors of the Company, hereby consent to the adoption of the following resolution which will be deemed adopted when all the Directors have signed this Consent or a counterpart of this Consent:

APPOINTMENT OF REGISTERED AGENT

RESOLVED, that Article 2 of the Certificate of Incorporation of the Company is amended to read as follows:

2. Registered Office and Agent. The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at that address is The Corporation Trust Company.

Date Signed: 10/5/05, 2005.

/s/ Robert W. Cremin

Robert W. Cremin

Date Signed: 3 Oct., 2005.

/s/ Robert D. George

Robert D. George

Date Signed: 10/3/2005, 2005.

/s/ Frank E. Houston

Frank E. Houston

PALOMAR PRODUCTS, INC.

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Palomar Products, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "**Corporation**"), does hereby certify that:

1. Article 4 of the Certificate of Incorporation of the corporation is amended in its entirety to read as follows:

The Corporation is authorized to issue 3,000 shares of capital stock in the aggregate. The capital stock of the Corporation shall consist of a single class, designated "**Common Stock**," with a par value of \$0.01 per share.

Upon filing of this Certificate of Amendment (the "**Effective Time**"), each ten (10) shares of the Corporation's common stock, par value \$0.01 per share, issued and outstanding or held in treasury shall be reclassified as and converted into one (1) share of common stock, par value \$0.01 per share, of the Corporation, without any action by the holders thereof.

2. The foregoing amendment was duly proposed and declared advisable by the corporation's Board of Directors and adopted by the corporation's stockholders in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

3. The manner in which the amendment to Article 4 provides for a reclassification of issued shares is to change each share of stock, \$0.01 par value per share, outstanding immediately prior to the Effective Time, into one tenth (1/10) of one share of common stock, par value \$0.01 per share, thereby giving effect to a ten-for-one reverse stock split.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 10th day of August, 2007.

PALOMAR PRODUCTS, INC.

By: /s/ Robert D. George

Robert D. George, Vice President

AMENDED AND RESTATED BYLAWS
OF
PALOMAR PRODUCTS, INC.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses,

damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF FORMATION

OF

17111 WATERVIEW PKWY LLC

ARTICLE 1. NAME

The name of the limited liability company is 17111 Waterview Pkwy LLC

ARTICLE 2. REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of this limited liability company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 29th day of April, 2015.

/s/ Troy Hickman

Troy Hickman

Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

17111 WATERVIEW PKWY LLC

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LIMITED LIABILITY COMPANY AGREEMENT

OF

17111 WATERVIEW PKWY LLC

This Limited Liability Company Agreement of 17111 Waterview Pkwy LLC (this "**Agreement**") is effective as of April 29, 2015.

RECITALS

A. 17111 Waterview Pkwy LLC, a Delaware limited liability company (the "**Company**") was formed on April 29, 2015 pursuant to the filing of a Certificate of Formation of the Company (the "**Certificate of Formation**") with the Secretary of State of the state of Delaware.

B. The parties hereto desire to enter into this Agreement to reflect the terms and provisions relating to the ownership and management of the Company.

NOW, THEREFORE, in consideration for the mutual promises provided herein, the parties agree as follows:

AGREEMENT

1. Organization of Company

1.1 Name

The name of the Company is 17111 Waterview Pkwy LLC, or such other name as the Manager may from time to time hereafter designate.

1.2 Formation

The Company has been formed as a limited liability company under the Delaware Limited Liability Company Act (the "**Delaware Act**").

1.3 Term

The term of the Company shall be perpetual unless earlier terminated and dissolved pursuant to Section 12.

1.4 Registered Agent

The registered office and registered agent of the Company may be changed by the Manager from time to time.

2. Rules of Construction

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words “hereof,” “herein” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. Purpose

The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Delaware Act, as such business activities may be determined by the Manager from time to time.

4. Principal Office

The principal office of the Company, and such additional offices as the Manager may establish, shall be located at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

5. The Member

The name and address of the sole initial member of the Company (the “*Member*”) are:

Eclipse Electronic Systems, Inc.
17111 Waterview Pkwy
Dallas, TX 75252

6. Management of the Company

6.1 Manager

The Company shall be managed by a manager (the “*Manager*”) appointed by the Member. The initial Manager shall be Esterline Technologies Corporation. The Manager may be removed at any time by the Member. The Manager shall serve as such until its resignation or removal by the Member or the appointment of its successor.

6.2 Authority of Manager

The Manager shall have the sole and exclusive right to manage the business of the Company. The Manager shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company, including the power to execute any contract or other agreement or document on behalf of the Company.

6.3 Limitation on Authority of Manager

The Manager shall not have authority to perform any act in contravention of this Agreement.

6.4 Appointment by Manager

The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as the Manager shall determine in the Manager's sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the Company as the Manager may from time to time deem appropriate in the Manager's sole discretion.

6.5 Execution of Company Documents

The Manager may execute any contract or other agreement or document on behalf of the Company, and may execute and file on behalf of the Company with the Secretary of State of the State of Delaware such certificates and other filings as may be required from time to time. When the taking of such action has been authorized by the Manager, any officer of the Company (if appointed) or any other person specifically authorized by the Manager may execute any contract or other agreement or document on behalf of the Company.

7. Capital Contributions; Units

The Member shall make capital contributions to the Company at such times and in such amounts as shall be determined by the Manager. The initial capital contribution by the Member will be all of the Member's right, title and interest in and to that certain real property located at 17111 Waterview Parkway, Dallas, Texas, as more particularly described on **Exhibit A**, and in exchange therefor the Member will be issued 1,000 Units of limited liability company interest in the Company, representing all of the outstanding equity interests of the Company.

8. Distributions; Allocations of Income and Loss

Distributions of cash or other assets of the Company to the Member shall be made at such times and in such amounts as the Manager may determine. All distributions and allocations of taxable net income or net loss shall be made to the Member.

9. Books and Records

The Company shall keep accurate books of account and records with respect to its operations. Such books and records shall be maintained at the principal place of business of the Company, or at such other place as the Manager shall determine.

10. Assignments of Company Interest

The Member's interest in the Company shall be transferable in whole or in part without the consent of any other person, and the assignee shall be admitted as a Member and succeed to all the rights of the transferring Member upon execution of a counterpart to this Agreement or an endorsement agreeing to be bound by the terms of this Agreement. The books and records of the Company shall be updated to reflect the transfer of the transferring Member's Company interest to the new Member.

11. Withdrawal

The withdrawal of the Member shall result in the dissolution of the Company pursuant to Section 12.

12. Dissolution

Subject to the provisions of Section 13, the Company shall be dissolved and its affairs wound up and terminated upon the determination of the Member to dissolve the Company.

13. Winding Up

13.1 Responsibility for Winding Up

Upon dissolution of the Company pursuant to Section 12, the Manager may wind up the Company's affairs; however, any competent court, upon cause shown, may wind up the Company's affairs upon application of a legal representative or assignee of the Manager, and in connection therewith may appoint a liquidating trustee.

13.2 Distribution of Assets Upon Winding Up

Upon the winding up of the Company, the assets shall be distributed as follows: (a) to creditors, including the Member should the Member be a creditor, in satisfaction of liabilities of the Company other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member; and (b) the remainder, if any, to the Member.

14. Limitation on Liability

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager.

15. Indemnification

To the fullest extent not prohibited by law, the Company shall indemnify and hold harmless the Member and the Manager from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which a Member or Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while a Member was a Member or a Manager was a Manager, as the case may be, regardless of whether a Member or Manager continues to be a Member or Manager of the Company at the time any such liability or expense is paid or incurred.

16. Reliance by Third Parties

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Member, either with respect to any contribution to the Company or otherwise.

17. Amendments

This Agreement may be amended only upon the written consent of the Member.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware.

[Page break intentionally inserted.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

COMPANY:

17111 WATERVIEW PKWY LLC

By: ESTERLINE TECHNOLOGIES CORPORATION, its
Manager

By: /s/ Robert D. George
Robert D. George, Chief Financial Officer,
Vice President & Corporate Development

MEMBER:

ECLIPSE ELECTRONIC SYSTEMS, INC.

By: /s/ Robert D. George
Robert D. George
Vice President, Secretary and Treasurer

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

BEING a tract of land located in the City of Dallas, Dallas County, Texas, part of the John Clay Survey, Abstract No. 313, being all of Lot 2, Block A/8735, U.T.D. Synergy Park, an addition to the City of Dallas according to the plat thereof recorded in Volume 86051, Page 3744, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with yellow cap stamped "Pacheco Koch" found for the southeast corner of said Lot 2, being the intersection of the west right-of-way line of Waterview Parkway (a variable width R.O.W.) and the north line of Cullum Street (a 40' wide R.O.W.);

THENCE, along the south line of said Lot 2 and the north line of Cullum Street, South 89 degrees 37 minutes 32 seconds West, a distance of 421.90 feet to a 5/8" iron rod with yellow cap stamped "Pacheco Koch" found for the southwest corner of said Lot 2, being the southeast corner of the remainder of a tract of land conveyed to Texas A&M University as recorded in Volume 72221, Page 2873, Deed Records, Dallas County, Texas;

THENCE, along the west line of said Lot 2 and the east line of said Texas A&M University remainder tract, North 00 degrees 09 minutes 46 seconds West, a distance of 389.21 feet to a 5/8" iron rod found for corner, being the northwest corner of said Lot 2 and the southwest corner of Lot 1, Block A/8735, Dresser Addition, an addition to the City of Dallas as recorded in Volume 81023, Page 275, Deed Recorded, Dallas County, Texas;

THENCE, along the north line of said Lot 2 and the south line of said Lot 1, East a distance of 569.35 feet to a 5/8" iron rod found for corner, being the northeast corner of said Lot 2, the southeast corner Lot 1, and being in the west right-of-way line of Waterview Parkway (a variable width R.O.W.);

THENCE, along the east line of said Lot 2 and the west line of Waterview Parkway as follows:

South 30 degrees 00 minutes 00 seconds West, a distance of 34.46 feet to an "X" in concrete found, the beginning of a curve to the left;

Along said curve to the left through a central angle of 19 degrees 30 minutes 20 seconds, a radius of 1,080.62 feet, an ARC length of 367.88 feet, a chord bearing of South 20 degrees 14 minutes 49 seconds West, and a chord distance of 366.11 feet to a 5/8" iron rod with yellow cap stamped "Pacheco Koch" found for corner;

South 10 degrees 29 minutes 39 seconds West, a distance of 13.35 feet to the POINT OF BEGINNING and containing 186,741 square feet or 4.2870 acres of land more or less.

CERTIFICATE OF INCORPORATION

OF

KORRY ELECTRONICS CO.

* * * * *

A STOCK CORPORATION

ARTICLE I. NAME

The name of the corporation is KORRY ELECTRONICS CO.

ARTICLE II. REGISTERED OFFICE AND REGISTERED AGENT

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

ARTICLE III. PURPOSES

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

ARTICLE IV. SHARES

The total number of shares of all stock which the corporation shall have authority to issue is one thousand (1,000) shares of common stock having a par value of \$.001 per share, all of which shall be the same class.

ARTICLE V. CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of this corporation.

ARTICLE VI. PREEMPTIVE RIGHTS

No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE VII. INCORPORATOR

The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Sheri A. Doyle	Bank of California Center Seattle, Washington 98164

ARTICLE VIII. DIRECTORS

The business and affairs of the corporation shall be managed by or under the direction of the board of directors. The corporation shall have three (3) first directors, whose names and mailing addresses are as follows:

<u>Name</u>	<u>Mailing Address</u>
Wendell P. Hurlbut	10800 N.E. 8th Street Bellevue, Washington 98004
Carroll M. Martenson	10800 N.E. 8th Street Bellevue, Washington 98004
Robert W. Stevenson	10800 N.E. 8th Street Bellevue, Washington 98004

The initial directors shall serve until the first annual meeting of stockholders and until their successors are elected and qualified. The directors need not be elected by ballot unless required by the bylaws of the corporation.

ARTICLE IX. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the corporation.

ARTICLE X. AMENDMENT

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to his reservation.

ARTICLE XI. DURATION

The corporation is to have perpetual existence.

ARTICLE XII. LIMITATION OF DIRECTOR LIABILITY AND
DIRECTOR AND OFFICER INDEMNIFICATION

(a) Liability. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(b) Indemnification. The corporation shall indemnify, in the manner and to the full extent permitted by law, any person (or the estate of any person) who was or is a party to, or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether or not by or in the right of the corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director, officer or employee of the corporation, or is or was serving at the request of the corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise. The corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, and, in the manner provided by law, any such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the corporation to indemnify any other person for any such expenses to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the corporation may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Any repeal or modification of the foregoing paragraphs by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

I, Sheri A. Doyle, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the General Corporation Law of the state of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly I have hereunto set my hand this 12th day of September, 1989.

/s/ Sheri A. Doyle

Sheri A. Doyle
Incorporator

AMENDED AND RESTATED BYLAWS
OF
KORRY ELECTRONICS CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**CERTIFICATE OF INCORPORATION
OF
MEMTRON PURCHASE CO.**

ARTICLE 1. NAME

The name of this corporation is Memtron Purchase Co.

ARTICLE 2. REGISTERED OFFICE AND AGENT

The address of the initial registered office of this corporation is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its initial registered agent at such address is The Corporation Trust Company.

ARTICLE 3. PURPOSES

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE 4. SHARES

The total authorized stock of the corporation shall consist of 1,000 shares of common stock having a par value of \$.001 per share.

ARTICLE 5. INCORPORATOR

The name and mailing address of the incorporator are as follows:

Andrew Bor
1201 Third Avenue, 40th Floor
Seattle, WA 98101-3099

ARTICLE 6. DIRECTORS

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware. The names and mailing addresses of the persons who are to serve as Directors until the first annual meeting of stockholders or until their successors are elected and qualify are:

Alan D. Cornell	10800 N.E. 8th Street, Ste. 600 Bellevue, WA 98004
Robert W. Stevenson	10800 N.E. 8th Street, Ste. 600 Bellevue, WA 98004
Larry A. Kring	10800 N.E. 8th Street, Ste. 600 Bellevue, WA 98004

ARTICLE 7. BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws for this corporation, subject to the power of the stockholders to amend or repeal such Bylaws. The stockholders shall also have the power to adopt, amend or repeal the Bylaws for this corporation.

ARTICLE 8. ELECTION OF DIRECTORS

Written ballots are not required in the election of Directors.

ARTICLE 9. NO PREEMPTIVE RIGHTS

Preemptive rights shall not exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE 10. NO CUMULATIVE VOTING

The right to cumulate votes in the election of Directors shall not exist with respect to shares of stock of this corporation.

ARTICLE 11. AMENDMENTS TO CERTIFICATE OF INCORPORATION

This corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Incorporation in any manner now or hereafter permitted by law, and the rights of the stockholders of this corporation are granted subject to this reservation.

ARTICLE 12. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Delaware General Corporation Law, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of this corporation shall not be liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any amendment to or repeal of this Article 12 shall not adversely affect any right or protection of a director of this corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 13. ACTION BY STOCKHOLDERS WITHOUT A MEETING

Any action which could be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action taken is signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

I, Andrew Bor, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly I have hereunto set my hand this 17th day of April, 1998.

/s/ Andrew Bor

Andrew Bor, Incorporator

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Memtron Purchase Co., a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify that:

1. A resolution setting forth the following amendment to the corporation's Certificate of Incorporation and declaring the advisability of such amendment was duly adopted by the corporation's Board of Directors by the unanimous written consent of its members, filed with the minutes of the Board, in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware:

Article 1 of the Certificate of Incorporation of this corporation is hereby amended in its entirety to read as follows:

"The name of this corporation is Memtron Technologies Co."

2. In lieu of a meeting of the stockholders, unanimous written consent has been given for the adoption of said amendment in accordance with the applicable provisions of Section 228 and Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Memtron Purchase Co. has caused this Certificate to be signed by its duly authorized officer this 20th day of May, 1998.

MEMTRON PURCHASE CO.

By /s/ Alan D. Cornell

Alan D. Cornell, President

AMENDED AND RESTATED BYLAWS
OF
MEMTRON TECHNOLOGIES CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

State of California
 Bill Jones
 Secretary of State

LIMITED LIABILITY COMPANY
 ARTICLES OF ORGANIZATION

LLC-1

IMPORTANT - Read the instructions before completing the form.
 This document is presented for filing pursuant to Section 17050 of the California Corporations Code.

1. Limited liability company name,
 (End the name with "LLC" or "Limited Liability Company". No periods between the letters in "LLC". "Limited" and "Company" may be abbreviated to "Ltd." and "Co.")

Sunbank Family of Companies, LLC

2. Latest date (month/day/year) on which the limited liability company is to dissolve:
 January 10, 2027

3. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea Limited Liability Company Act.

4. Enter the name of initial agent for service of process and check the appropriate provision below: Corporation Service Company which will do business in California

as CSC-Lawyers Incorporating Service _____, which is

an individual residing in California. Proceed to Item 5.

a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Skip Item 5 and proceed to Item 6.

5. If the initial agent for service of process is an individual, enter a business or residential street address in California:

Street address:

City:

State: CALIFORNIA

Zip Code:

6. The limited liability company will be managed by: (check one)

one manager

more than one manager

limited liability company members

7. If other matters are to be included in the Articles of Organization attach one or more separate pages.

Number of pages attached, if any: None

8. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

 Signature of organizer

C. Scott Brannan

 Type or print name of organizer

Date: January __, 19__

For Secretary of State Use

LLC-1
 Filing Fee \$70

Approved by the Secretary of State

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

“SFC MERGER SUB, INC.”, A DELAWARE CORPORATION,

WITH AND INTO “SUNBANK FAMILY OF COMPANIES LLC” UNDER THE NAME OF “SUNBANK FAMILY OF COMPANIES LLC”, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 1997, AT 9 O’CLOCK A.M.

State of California
TONY MILLER
ACTING SECRETARY OF STATE

**LIMITED LIABILITY COMPANY
 CERTIFICATE OF MERGER**

IMPORTANT - Read the instructions before completing the form.
This document is presented for filing pursuant to Section 17552(a) of the California Corporations Code.

1. Name of surviving entity: Sunbank Family of Companies, LLC	2. Type of entity: Limited Liability Company	3. File number: 101997009031	4. Jurisdiction of organization: California
5. Name of disappearing entity: SFC Merger Sub, Inc.	6. Type of entity: Corporation	7. File number: 2698735	8. Jurisdiction of organization: Delaware

9. If a vote was required pursuant to Section 17551, enter each class entitled to vote and the percentage of vote required:			
<u>Surviving Entity</u>		<u>Disappearing Entity</u>	
<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>	<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>
Common	100%		

If the surviving entity is a limited liability company, complete Item 10 and proceed to Item 13.

10. Requisite changes to the information set forth in the articles of organization of the surviving limited liability company:
 None

If the surviving entity is a foreign limited liability company or other business entity, skip Item 10 and complete Items 11 through 15.

11. Address of the surviving limited liability company or other business entity:

Address: _____
 City: _____ State: _____ Zip Code: _____

12. Information required to be stated in the certificate of merger pursuant to the law under which each constituent business entity was formed:

13. Future effective date, if any: _____ **14. Number of pages attached:** 0

15. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed. Attach additional signatures on separate pages.

 Signature of authorized person for the surviving entity

C. Scott Brannan, Manager
 Type or print name and title

 Signature of authorized person for the disappearing entity

C. Scott Brannan, Vice President
 Type or print name and title

SFC Merger Sub, Inc.

LLC-__ Approved by the Secretary of State
 Filing Fee - _____

**CERTIFICATE OF MERGER
OF
SFC MERGER SUB, Inc.
INTO
SUNBANK FAMILY OF COMPANIES LLC**

SUNBANK FAMILY OF COMPANIES LLC hereby certifies that:

FIRST: The name and state of formation of each of the constituent entities are SFC Merger Sub, Inc., a Delaware corporation, and Sunbank Family of Companies LLC, a California limited liability company.

SECOND: An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by SFC Merger Sub, Inc. in accordance with the provisions of subsection (c) of Section 264 of the General Corporation Law of the State of Delaware in the same manner as provided in Section 2 thereof and by Sunbank Family of Companies LLC in accordance with the provisions of the Beverly-Killea Limited Liability Company Act of the State of California (the "Act").

THIRD: The name of the surviving limited liability company is Sunbank Family of Companies LLC.

FOURTH: The surviving limited liability company is a limited liability company of the State of California.

FIFTH: The executed Agreement of Merger is on file at the principal place of business of Sunbank Family of Companies LLC at 5297 Maureen Lane, P.O. Box 1959, Moorpark, CA 93021. A copy of the Agreement of Merger will be furnished by Sunbank Family of Companies LLC on request and without cost to any stockholder of SFC Merger Sub, Inc. or any member of Sunbank Family of Companies LLC.

SIXTH: This Certificate of Merger shall be effective as of 12:00 a.m. on January 26, 1997.

SEVENTH: Sunbank Family of Companies LLC, Inc. hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of SFC Merger Sub, Inc., as well as for the enforcement of any obligation of Sunbank Family of Companies LLC arising from the merger, including any suit or proceeding to enforce the right of any stockholders as determined in appraisal proceeding pursuant to Section 262 of the General Corporation Law of the State of Delaware; hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding; and hereby specifies the following address without the State of Delaware to which a copy of such service of process shall be mailed by the Secretary of State of the State of Delaware:

Sunbank Family of Companies LLC
5297 Maureen Lane, P.O. Box 1959,
Moorpark, CA 93021

IN WITNESS WHEREOF, Sunbank Family of Companies LLC has caused this certificate to be signed by its sole member as of the 26 day of January, 1997.

SUNBANK FAMILY OF COMPANIES LLC
BY: JOSLYN COMPANY, LLC

By: _____
C. Scott Brannan
Vice President

**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

SUNBANK FAMILY OF COMPANIES, LLC

A CALIFORNIA LIMITED LIABILITY COMPANY

The undersigned, being the sole member of Sunbank Family of Companies, LLC, a California limited liability company (the “Company”), does hereby execute this Amended and Restated Operating Agreement of the Company (this “Operating Agreement”), effective as of this 14th day of March, 2019. The Company was formed as a California limited liability company on the 9th day of January, 1997, upon the filing of its Articles of Organization with the Secretary of State of the State of California pursuant to and in accordance with the California Revised Uniform Limited Liability Company Act (Cal. Corp. Code §§ 17701.01 et seq.), as amended from time to time (“RULLCA”).

ARTICLE I

MEMBER

Esterline Technologies Corporation is the sole member of the Company (the “Member”).

ARTICLE II

OFFICE

The principal office of the Company shall be located at 1301 E. 9th Street, Suite 3000, Cleveland, Ohio 44114 (the “Principal Office”). The Company may have such other offices as the Member may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The purpose for which the Company is organized is to engage in any lawful act or activity for which limited liability companies may be organized under RULLCA and to engage in any and all activities necessary or incidental thereto.

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

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

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Operating Agreement, the Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security interest in its membership interest and all of its right, title and interest under this Operating Agreement in favor of, any lender to the Company or an affiliate of the Company (or an

agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Member, the Company or any other person under this Operating Agreement or otherwise. So long as any such pledge of or security interest in the Member's membership interest is in effect, no consent of the Company or the Member shall be required to permit a pledgee thereof to be substituted for the Member under this Operating Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Operating Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Operating Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Operating Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Operating Agreement. The execution and delivery of this Operating Agreement by the Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Article 8. So long as any pledge of the Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Member, certain affiliates of the Member and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Member, certain affiliates of the Member and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in Sunbank Family of Companies, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

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

ESTERLINE TECHNOLOGIES CORPORATION, its sole member

By: /s/ Halle F. Terrion

Name: Halle F. Terrion

Its: Secretary

[Signature Page to Operating Agreement (Sunbank Family of Companies, LLC)]

State of California
 Bill Jones
 Secretary of State

LIMITED LIABILITY COMPANY
 ARTICLES OF ORGANIZATION

LLC-1

IMPORTANT - Read the instructions before completing the form.
This document is presented for filing pursuant to Section 17050 or the California Corporations Code.

1. Limited liability company name,
 (End the name with "LLC" or "Limited Liability Company". No periods between the letters in "LLC". "Limited" and "Company" may be abbreviated to "Ltd." and "Co.")

Joslyn Sunbank Company, LLC

2. Latest date (month/day/year) on which the limited liability company is to dissolve:

January 10, 2027

3. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea Limited Liability Company Act.

4. Enter the name of initial agent for service of process and check the appropriate provision below: Corporation Service Company which will do business in California

as CSC-Lawyers Incorporating Service, which is

an individual residing in California. Proceed to Item 5.

a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Skip Item 5 and proceed to Item 6.

5. If the initial agent for service of process is an individual, enter a business or residential street address in California:

Street address:

City:

State: CALIFORNIA

Zip Code:

6. The limited liability company will be managed by: (check one)

one manager

more than one manager

limited liability company members

7. If other matters are to be included in the Articles of Organization attach one or more separate pages.

Number of pages attached, if any: None

8. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

/s/ C. Scott Brannan

Signature of organizer

C. Scott Brannan

Type or print name of organizer

Date: January 8, 1997

For Secretary of State Use

LLC-1
 Filing Fee \$70

Approved by the Secretary of State

To change information of record for your California LLC, you can fill out this form, and submit for filing along with:

- A **\$30** filing fee.
- A separate, non-refundable **\$15** service fee also must be included, if you **drop off** the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State, or If suspended, this form can only be filed to list a new LLC name. To check the status of the LLC, go to kepier.sos.ca.gov.

Important! To change the LLC addresses, or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to www.sos.ca.gov/business/be/statements.htm.

Items 4-6: **Only** fill out the information that is changing. Attach extra pages If you need more space or need to include any other matters.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

① **LLC's Exact Name** (on file with CA Secretary of State)
 JOSLYN SUNBANK COMPANY, LLC

② **LLC File No.** (issued by CA Secretary of State)
 199700910032

Purpose

③ The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

New LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

④ _____
Proposed LLC Name The proposed new name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, Incorporated, Inc., corporation, or corp., Insurer, or insurance company.

Management (Check only one.)

⑤ The LLC will be managed by:
 One Manager More Than One Manager All Limited Liability Company Member(s)

Amendment to Text of the Articles of Organization (List both the current text, and the text amended by this filing.)

⑥ Current text: The latest date on which the limited liability company Is to dissolve is January 10, 2027.
 Amended text: The duration of the limited liability company shall be perpetual.

Read and sign below: Unless a greater number is provided for in the Articles of Organization, this form must be signed by at least one manager, if the LLC Is manager-managed or at least one member, if the LLC is member-managed. If the signing manager or member is a trust or another entity, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" × 11"). All attachments are part of this document.

/s/ Robert D. George
 Sign here

Robert D. George
 Print your name here

Manager
 Your business title

Make check/money order payable to: **Secretary of State**
 Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
 Secretary of State
 Business Entities, P.O. Box 944228
 Sacramento, CA 94244-2280

Drop-Off
 Secretary of State
 1500 11th Street, 3rd Floor
 Sacramento, CA 95814

State of California
 TONY MILLER
 ACTING SECRETARY OF STATE
 LIMITED LIABILITY COMPANY
 CERTIFICATE OF MERGER

IMPORTANT - Read Instructions before completing the form.
 This document is presented for filing pursuant to Section 17552(a) or the California Corporations Code.

1. Name of surviving entity: Joslyn Sunbank Company, LLC	2. Type of entity: Limited Liability Company	3. File number: 101997009032	4. Jurisdiction of organization: California
5. Name of disappearing entity: Joslyn Sunbank Corporation	6. Type of entity: Corporation	7. File number: 2202359	8. Jurisdiction of organization: Delaware

9. <i>If a vote was required pursuant to Section 17551, enter each class entitled to vote and the percentage of vote required:</i>			
<u>Surviving Entity.</u>		<u>Disappearing Entity.</u>	
<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>	<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>
Common	100%		

If the surviving entity is a limited liability company, complete Item 10 and proceed to Item 13.

10. Requisite changes to the information set forth in the articles of organization of the surviving limited liability company: None
--

If the surviving entity is a foreign limited liability company or other business entity, skip Item 10 and complete Items 11 through 15.

11. Address of the surviving limited liability company or other business entity: Address: City: State: Zip Code:
--

12. Information required to be stated in the certificate of merger pursuant to the laws under which each constituent other business entity was formed:
--

13. Future effective date, if any:	14. Number of pages attached: 0
------------------------------------	---------------------------------

15. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed. Attach additional signatures on separate pages. /s/ C. Scott Brannan _____ Signature of authorized person for the surviving entity C. Scott Brannan, Manager _____ Type or print name and title /s/ C. Scott Brannan _____ Signature of authorized person for the disappearing entity C. Scott Brannan, Vice President _____ Type or print name and title Joslyn Sunbank Corporation	
LLC-_____(illegible)_ Approved by the Secretary of State Filing Fee - _____(illegible) _____(illegible)_	

State of California
Bill Jones
Secretary of State

**LIMITED LIABILITY COMPANY
CERTIFICATE OF MERGER**
(Corporations Code Section 17552)
Filing Fee - Please see instructions.
IMPORTANT - Read the instructions before completing the form.

This Space For Filing Use Only

1. Name of surviving entity: Joslyn Sunbank Company, LLC	2. Type of entity: LLC	3. Secretary of State File Number: 199700910032	4. Jurisdiction: California	
5. Name of disappearing entity: Air Dry Company of America	6. Type of entity: LLC	7. Secretary of State File Number: 199705110028	8. Jurisdiction: Delaware	
9. Future effective date, if any:	LLC	Month	Day	Year
10. If a vote was required pursuant to Section 17551 or Section 1113, enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:				
<u>Surviving Entity</u>		<u>Disappearing Entity</u>		
<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>	<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>	
Sole Member	100%	Sole Member	100%	
11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.				
SECTION 12 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, COMPLETE ITEM 12 AND PROCEED TO ITEM 15				
12. Requisite changes to the information set forth in the Articles of Organization of the surviving limited liability company resulting from the merger. Attach additional pages if necessary.				
SECTION 13 AND 14 ARE APPLICABLE IF THE SURVIVING ENTITY IS A FOREIGN LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, COMPLETE ITEMS 13 AND 14.				
13. Principal business address of the surviving foreign limited liability company or other business entity:				
Address: 1740 Commerce Way				
City: Paso Robles		State: California		Zip Code: 93446
14. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.				
15. Number of pages attached, if any: 3				
16. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.				
<u>Signature page attached</u>				
Signature of Authorized Person for the Surviving Entity	Date	Type or Print Name and Title of Person Signing	Date	
Signature of Authorized Person for the Surviving Entity	Date	Type or Print Name and Title of Person Signing	Date	
<u>Signature page attached</u>				
Signature of Authorized Person for the Disappearing Entity	Date	Type or Print Name and Title of Person Signing	Date	
Signature of Authorized Person for the Disappearing Entity	Date	Type or Print Name and Title of Person Signing	Date	
SEC/STATE (REV 12/99)		FORM LLC-9 - FILING FEE: SEE INSTRUCTIONS Approved by Secretary of State		

SIGNATURE PAGE
TO
LIMITED LIABILITY COMPANY
CERTIFICATE OF MERGER
BETWEEN
JOSLYN SUNBANK COMPANY LLC
(SURVIVING ENTITY)
AND
AIR DRY COMPANY OF AMERICA, LLC
(DISAPPEARING ENTITY)

JOSLYN SUNBANK COMPANY LLC

BY: Sunbank Family of Companies, LLC, Member

BY: Joslyn Company, LLC, Member

BY: Joslyn Holding Company, Member

BY: /s/ Charles A. Schwertner Dated: 12/27/2000
Charles A. Schwertner, Vice President and Treasurer

AIR DRY COMPANY OF AMERICA LLC

BY: Sunbank Family of Companies, LLC, Member

BY: Joslyn Company, LLC, Member

BY: Joslyn Holding Company, Member

BY: /s/ Charles A. Schwertner Dated: 12/27/2000
Charles A. Schwertner, Vice President and Treasurer

**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

JOSLYN SUNBANK COMPANY, LLC

A CALIFORNIA LIMITED LIABILITY COMPANY

The undersigned, being all the members of Joslyn Sunbank Company, LLC, a California limited liability company (the “Company”), do hereby execute this Amended and Restated Operating Agreement of the Company (this “Operating Agreement”) effective as of this 14th day of March, 2019. The Company was formed as a California limited liability company on the 9th day of January, 1997, upon the filing of its Articles of Organization with the Secretary of State of the State of California pursuant to and in accordance with the California Revised Uniform Limited Liability Company Act (Cal. Corp. Code §§ 17701.01 et seq.), as amended from time to time (“RULLCA”).

ARTICLE I

MEMBERS

The members of the Company are Sunbank Family of Companies, LLC and Esterline Technologies Corporation (each a “Member” and, collectively, the “Members”).

ARTICLE II

OFFICE

The principal office of the Company shall be located at 1740 Commerce Way, Paso Robles, California 93446 (the “Principal Office”). The Company may have such other offices as the Members may designate or as the business of the Company may require.

ARTICLE III

PURPOSE

The purpose for which the Company is organized is to engage in any lawful act or activity for which limited liability companies may be organized under RULLCA and to engage in any and all activities necessary or incidental thereto.

ARTICLE IV

DURATION OF THE COMPANY

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

ARTICLE V

CAPITAL CONTRIBUTIONS

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

ARTICLE VI

OWNERSHIP OF MEMBERSHIP INTERESTS

Sunbank Family of Companies, LLC is the holder of 99% of the membership interests in the Company and shall have a 99% distributive share of the Company's profits, losses and cash flow. Esterline Technologies Company is the holder of 1% of the membership interests in the Company and shall have a 1% distributive share of the Company's profits, losses and cash flow.

ARTICLE VII

MANAGEMENT

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

ARTICLE VIII

PLEDGE OF MEMBERSHIP INTEREST

Notwithstanding any other provision in this Operating Agreement, each Member shall be entitled to pledge its membership interest, including all interests, economic rights, control rights and status rights as a member, to, and otherwise grant a lien and security

interest in its membership interest and all of its right, title and interest under this Operating Agreement in favor of, any lender to the Company or an affiliate of the Company (or an agent on behalf of such lender) without any further consents, approvals or actions required by such lender (or agent), the Members, the Company or any other person under this Operating Agreement or otherwise. So long as any such pledge of or security interest in such Member's membership interest is in effect, no consent of the Company or the Members shall be required to permit a pledgee thereof to be substituted for such Member under this Operating Agreement upon the exercise of such pledgee's rights with respect to such membership interest. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Operating Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Operating Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Operating Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Operating Agreement. The execution and delivery of this Operating Agreement by the Members shall constitute any necessary approval of such Members under the Act to the foregoing provisions of this Article 8. So long as any pledge of any Member's membership interest is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee. All of the foregoing shall be subject to the limitations and other provisions applicable to the exercise of remedies contained in each of the Collateral Agreements. For purposes of the foregoing, "Collateral Agreements" means (1) the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified from time to time), among the Members, certain affiliates of the Members and Credit Suisse AG, as collateral agent and (2) the Pledge and Security Agreement dated as of February 13, 2019 (as amended, supplemented or otherwise modified from time to time), among the Members, certain affiliates of the Members and The Bank of New York Mellon Trust Company, N.A., as the U.S. collateral agent.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

AMENDMENTS

This Operating Agreement may be amended by a written instrument adopted by the Members and executed by the Members at any time, for any purpose, at the sole discretion of the Members.

ARTICLE XI

INDEMNIFICATION

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

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

ARTICLE XII

BANKING

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

ARTICLE XIII

APPLICABILITY OF UCC ARTICLE 8

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

“This certificate evidences an interest in Joslyn Sunbank Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code.”

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

ARTICLE XIV

MISCELLANEOUS

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

[Signature page follows.]

IN WITNESS WHEREOF, the Members have hereunto set their hands effective the day and year first written above.

SUNBANK FAMILY OF COMPANIES, LLC

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Its: President

ESTERLINE TECHNOLOGIES CORPORATION

By: /s/ Halle F. Terrion

Name: Halle F. Terrion

Its: Secretary

[Signature Page to Operating Agreement (Joslyn Sunbank Company, LLC)]

CERTIFICATE OF INCORPORATION

OF

ARMTEC DEFENSE PRODUCTS CO.

* * * * *

A STOCK CORPORATION

ARTICLE I. NAME

The name of the corporation is ARMTEC DEFENSE PRODUCTS CO.

ARTICLE II. REGISTERED OFFICE AND REGISTERED AGENT

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

ARTICLE III. PURPOSES

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

ARTICLE IV. SHARES

The total number of shares of all stock which the corporation shall have authority to issue is one thousand (1,000) shares of common stock having a par value of \$.001 per share, all of which shall be the same class.

ARTICLE V. CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of this corporation.

ARTICLE VI. PREEMPTIVE RIGHTS

No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE VII. INCORPORATOR

The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Sheri A. Doyle	Bank of California Center Seattle, Washington 98164

ARTICLE VIII. DIRECTORS

The business and affairs of the corporation shall be managed by or under the direction of the board of directors. The corporation shall have three (3) first directors, whose names and mailing addresses are as follows:

<u>Name</u>	<u>Mailing Address</u>
Wendell P. Hurlbut	10800 N.E. 8th Street Bellevue, Washington 98004
Carroll M. Martenson	10800 N.E. 8th Street Bellevue, Washington 98004
Robert W. Stevenson	10800 N.E. 8th Street Bellevue, Washington 98004

The initial directors shall serve until the first annual meeting of stockholders and until their successors are elected and qualified. The directors need not be elected by ballot unless required by the bylaws of the corporation.

ARTICLE IX. BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the corporation.

ARTICLE X. AMENDMENT

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to his reservation.

ARTICLE XI. DURATION

The corporation is to have perpetual existence.

ARTICLE XII. LIMITATION OF DIRECTOR LIABILITY AND
DIRECTOR AND OFFICER INDEMNIFICATION

(a) Liability. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law,

or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(b) Indemnification. The corporation shall indemnify, in the manner and to the full extent permitted by law, any person (or the estate of any person) who was or is a party to, or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether or not by or in the right of the corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director, officer or employee of the corporation, or is or was serving at the request of the corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise. The corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, and, in the manner provided by law, any such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the corporation to indemnify any other person for any such expenses to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the corporation may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Any repeal or modification of the foregoing paragraphs by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

I, Sheri A. Doyle, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly I have hereunto set my hand this 12th day of September, 1989.

/s/ Sheri A. Doyle

Sheri A. Doyle

Incorporator

AMENDED AND RESTATED BYLAWS
OF
ARMTEC DEFENSE PRODUCTS CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION**OF****ARMTEC COUNTERMEASURES CO.**

The undersigned, as incorporator of a corporation under the General Corporation Law of Delaware, adopts the following Certificate of Incorporation:

ARTICLE 1. NAME

The name of this corporation is Armtec Countermeasures Co.

ARTICLE 2. REGISTERED OFFICE AND AGENT

The address of the registered office of this corporation in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, State of Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3. PURPOSE

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE 4. SHARES

The total authorized stock of this corporation shall consist of 3,000 shares of common stock having a par value of \$.001 per share.

ARTICLE 5. DIRECTORS

The number of Directors of this corporation shall be determined in the manner provided by the Bylaws and may be increased or decreased from time to time in the manner provided therein.

ARTICLE 6. ELECTION OF DIRECTORS

Written ballots are not required in the election of Directors.

ARTICLE 7. BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws for this corporation, subject to the power of the stockholders to amend or repeal such Bylaws. The stockholders shall also have the power to adopt, amend or repeal the Bylaws for this corporation.

ARTICLE 8. NO PREEMPTIVE RIGHTS

Preemptive rights shall not exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE 9. NO CUMULATIVE VOTING

The right to cumulate votes in the election of Directors shall not exist with respect to shares of stock of this corporation.

ARTICLE 10. AMENDMENTS TO CERTIFICATE OF INCORPORATION

This corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Incorporation in any manner now or hereafter permitted by law, and the rights of the stockholders of this corporation are granted subject to this reservation.

ARTICLE 11. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Delaware General Corporation Law, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a Director of this corporation shall not be liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a Director of this corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

ARTICLE 12. ACTION BY STOCKHOLDERS WITHOUT A MEETING

Any action that could be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action taken is signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

ARTICLE 13. INCORPORATOR

The name and mailing address of the incorporator are as follows:

Troy Hickman
1201 Third Avenue, Suite 4800
Seattle WA 98101-3099

/s/ Troy Hickman
Troy Hickman, Incorporator

AMENDED AND RESTATED BYLAWS
OF
ARMTEC COUNTERMEASURES CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings.** The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings.** Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings.** Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings.** Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum.** The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION

OF

FR COUNTERMEASURES INC.

FIRST: The name of the Corporation is FR Countermeasures Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 750, each of which shares shall have \$1.00 par value.

FIFTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend and repeal By-Laws of the Corporation.

SIXTH: The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

SEVENTH: Written ballots shall not be required for the election of Directors unless required by the By-Laws.

EIGHTH: The name and mailing address of the incorporator are Susan E. Harlos, c/o Jaeckle Fleischmann & Mugel, LLP, 800 Fleet Bank Building, 12 Fountain Plaza, Buffalo, New York 14202-2292.

NINTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law hereafter is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended Delaware General Corporation Law.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make this Certificate of Incorporation, do certify and affirm under penalty of perjury that the facts herein stated are true, and, accordingly, have hereto set my hand on 5th day of December 2000.

/s/ Susan E. Harlos

Susan E. Harlos, Sole Incorporator

**FR COUNTERMEASURES INC.
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

FR, Countermeasures Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify:

1. Article 1 of the Certificate of Incorporation of the corporation is amended to read as follows:

“The name of the corporation is Armtec Countermeasures TNO Co.

2. The amendment was duly proposed and declared advisable by the corporation’s Board of Directors and adopted by the corporation’s stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has signed this Certificate this 27th day of December, 2005.

FR COUNTERMEASURES INC.

By: /s/ Robert D. George
Robert D. George, Vice President

**STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE**

The Board of Directors of ARMTEC COUNTERMEASURES TNO CO., a Delaware Corporation, on this 22nd day of January, A.D. 2007, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is Corporation Trust Center 1209 Orange Street, in the City of Wilmington, County of New Castle Zip Code 19801.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is THE CORPORATION TRUST COMPANY.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 22nd day of January, A.D., 2007.

By: _____ /s/ Robert D. George
Authorized Officer

Name: _____ ROBERT D. GEORGE
Print or Type

Title: VICE PRESIDENT, SECRETARY & TREASURER

AMENDED AND RESTATED BYLAWS
OF
ARMTEC COUNTERMEASURES TNO CO.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

CERTIFICATE OF INCORPORATION

OF

RACAL ACOUSTICS, INC.

A STOCK CORPORATION

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the corporation (the "Corporation") is Racal Acoustics, Inc.

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

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 1,000 shares of Common Stock, par value \$.01 per share.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the Corporation.

SIXTH: To the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article. Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges, and discretionary authority granted or conferred by the General Corporation Law of the State of Delaware or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation, without any action on the part of the stockholders, but the stockholders may make additional by-laws and may alter, amend or repeal any by-law whether adopted by them or otherwise. The Corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

NINTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

TENTH: The name and mailing address of the incorporator is Geof Eeles, c/o Racal Acoustics Limited, Waverly Industrial Park, Hailsham Drive, Harrow, HA14TR, United Kingdom.

ELEVENTH: The names and mailing addresses of the persons who are to serve as directors of the Corporation until the first annual meeting of stockholders or until their successors are elected and qualified are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Geof Eeles	c/o Racal Acoustics Limited Waverly Industrial Park Hailsham Drive Harrow, HA14TR United Kingdom
David Watton	c/o Racal Acoustics Limited Waverly Industrial Park Hailsham Drive Harrow, HA14TR United Kingdom

IN WITNESS WHEREOF, (the undersigned, being the incorporator hereinabove named, do hereby execute this Certificate of Incorporation this 9th day of June, 2005.

/s/ Geof Eeles

Geof Eeles, Incorporator

AMENDED AND RESTATED BYLAWS
OF
RACAL ACOUSTICS, INC.,
A DELAWARE CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as otherwise required by law, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at the stockholder's address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Delaware and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Certificate of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Delaware General Corporation Law.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of a majority of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those directors present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Delaware, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Delaware, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least three days prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer,

employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
GAMESMAN INC.**

Pursuant to the provisions of Section 78.403 of the Nevada Revised Statutes, the undersigned corporation adopts the following Amended and Restated Articles of Incorporation:

1. The name of the corporation is Gamesman Inc.
2. The Articles of Incorporation of the corporation were filed by the Secretary of State of the state of Nevada on June 2, 2010.
3. The Board of Directors of the corporation, by unanimous written consent effective September 29, 2014, adopted resolutions to amend the original Articles as follows:
 - a. Article 2 has been deleted.
 - b. Article 3 has been renumbered to become Article 2.
 - c. Article 4 has been renumbered to become Article 3 and is amended to read as follows:

ARTICLE 3. DIRECTORS

The number of directors of the corporation shall be fixed by the Bylaws and may be increased or decreased in the manner specified therein.

- d. Article 5 has been renumbered to become Article 4.
- e. A new Article 5 has been adopted to read as follows:

ARTICLE 5. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Nevada Revised Statutes, as they exist on the date hereof or may hereafter be amended, permit the elimination of the liability of directors, a director of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

f. Article 6 has been deleted.

4. The foregoing amendments were consented to and approved by 100% of the issued and outstanding shares.

5. The Articles of Incorporation, as amended to the date of this certificate, are hereby restated as follows:

ARTICLE 1. NAME

The name of the corporation is Gamesman Inc.

ARTICLE 2. AUTHORIZED STOCK

The corporation shall have authority to issue 10,000 shares of common stock without par value.

ARTICLE 3. DIRECTORS

The number of directors of the corporation shall be fixed by the Bylaws and may be increased or decreased in the manner specified therein.

ARTICLE 4. PURPOSE

The purpose of the corporation is to engage in any lawful act or activity permitted by law.

ARTICLE 5. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Nevada Revised Statutes, as they exist on the date hereof or may hereafter be amended, permit the elimination of the liability of directors, a director of the corporation shall not be liable to the corporation or its shareholders for damages for breach of fiduciary duty as a director. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

AMENDED AND RESTATED BYLAWS
OF
GAMESMAN INC.,
A NEVADA CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1. **Annual Meetings**. The annual meeting of stockholders shall be held at such time and place and on such date in each year as may be fixed by the board of directors and stated in the notice of the meeting, for the election of directors, the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

Section 2. **Special Meetings**. Special meetings of the stockholders may be called upon the written request of the chairman of the board of directors, the chief executive officer, the president, the directors by action at a meeting, a majority of the directors acting without a meeting, or of the holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. **Notices of Meetings**. Unless waived, and except as provided by the Nevada Revised Statutes, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each stockholder of record entitled to vote at or entitled to notice of the meeting, not more than sixty days nor less than ten days before any such meeting. If mailed, such notice shall be directed to the stockholder at his address as the same appears upon the records of the Corporation. Any stockholder, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws in a signed writing.

Section 4. **Place of Meetings**. Meetings of stockholders shall be held at the principal office of the Corporation unless the board of directors determines that a meeting shall be held at some other place within or without the State of Nevada and causes the notice thereof to so state.

Section 5. **Quorum**. The holders of stock entitling them to exercise a majority of the voting power of the Corporation entitled to vote at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Articles of Incorporation or these Bylaws to be authorized or taken by the holders of a designated proportion of the stock of any particular class or of each class may be authorized or taken by a lesser proportion; and provided, further, that if a separate class vote is required with respect to any matter, the holders of a majority of the outstanding stock of such class, present in person or by proxy, shall constitute a quorum of such class, and the affirmative vote of the majority of stock of such class so present shall be the act of such class. The holders of a majority of the voting stock represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time, until a quorum shall be present.

Section 6. Record Date. The board of directors may fix a record date for any lawful purpose, including, without limiting the generality of the foregoing, the determination of stockholders entitled to (i) receive notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) receive payment of any dividend or other distribution or allotment of any rights, or (iii) exercise any rights in respect of any change, conversion or exchange of stock. Such record date shall not precede the date on which the resolution fixing the record date is adopted by the board of directors. Such record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days before the date fixed for the payment of any dividend or distribution or the date fixed for the receipt or the exercise of rights, nor more than ten days after the date on which the resolution fixing the record date for such written consent is adopted by the board of directors, as the case may be.

If a record date shall not be fixed in respect of any such matter, the record date shall be determined in accordance with the Nevada Revised Statutes.

Section 7. Proxies. A person who is entitled to attend a stockholders' meeting, to vote thereat, or to execute consents, waivers or releases, may be represented at such meeting or vote thereat, and execute consents, waivers and releases, and exercise any of the person's other rights, by proxy or proxies appointed by a writing signed by such person.

ARTICLE II

Directors

Section 1. Number of Directors. The number of directors constituting the board of directors of the Corporation, none of whom need be stockholders, shall be fixed from time to time by resolution of the stockholders or by vote of a majority of the board of directors then in office.

Section 2. Election of Directors. Directors shall be elected at the annual meeting of stockholders, but when the annual meeting is not held or directors are not elected thereat or otherwise elected by written consent, they may be elected at a special meeting called and held for that purpose. Such election shall be by ballot whenever requested by any stockholder entitled to vote at such election, but unless such request is made, the election may be conducted in any manner approved at such meeting.

At each meeting of stockholders for the election of directors, the persons receiving the greatest number of votes shall be directors.

Section 3. Term of Office. Each director shall hold office until the annual meeting next succeeding such director's election and until such director's successor is elected and qualified, or until such director's earlier resignation, removal from office or death.

Section 4. Removal. Any individual director may be removed from office, without assigning any cause, by the vote of the holders of at least two-thirds of the voting power entitling them to elect directors in place of those to be removed.

Section 5. Vacancies. Vacancies in the board of directors may be filled by a majority vote of the remaining directors, even if less than a quorum exists, until an election to fill such vacancies is held. Stockholders entitled to elect directors shall have the right to fill any vacancy in the board of directors (whether the same has been temporarily filled by the remaining directors or not) at any meeting of the stockholders called for that purpose, and any directors elected at any such meeting of stockholders shall serve until the next annual election of directors and until such director's successor has been elected and qualified.

Section 6. Quorum and Transaction of Business. A majority of the whole authorized number of directors shall constitute a quorum for the transaction of business, except that a majority of the directors in office shall constitute a quorum for filling a vacancy on the board. Whenever less than a quorum is present at the time and place appointed for any meeting of the board, a majority of those present may adjourn the meeting from time to time, until a quorum shall be present. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

Section 7. Annual Meeting. Annual meetings of the board of directors shall be held immediately following annual meetings of the stockholders, or as soon thereafter as is practicable. If no annual meeting of the stockholders is held, or if directors are not elected thereat, then the annual meeting of the board of directors shall be held immediately following any special meeting of the stockholders at which directors are elected, or as soon thereafter as is practicable. If such annual meeting of directors is held immediately following a meeting of the stockholders, it shall be held at the same place at which such stockholders' meeting was held.

Section 8. Regular Meetings. Regular meetings of the board of directors shall be held at such times and places, within or without the State of Nevada, as the board of directors may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any director who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

Section 9. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the chief executive officer, the president, any vice president or any two members of the board of directors, and shall be held at such times and places, within or without the State of Nevada, as may be specified in such call.

Section 10. Notice of Annual or Special Meetings. Notice of the time and place of each annual or special meeting shall be given to each director by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight hours prior to the meeting and directed to the residence of each director as shown upon the secretary's records. The giving of notice shall be deemed to have been waived by any director who shall attend and participate in such meeting and may be waived, in writing, by any director either before or after such meeting.

Section 11. Compensation. The directors, as such, shall be entitled to receive such reasonable compensation, if any, for their services as may be fixed from time to time by resolution of the board, and expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Directors who serve on the executive committee or on any standing or special committee may, by resolution of the board, be allowed such compensation for their services as the board may deem reasonable, and additional compensation may be allowed to such directors for special services rendered.

ARTICLE III

Committees

Section 1. Executive Committee. The board of directors may from time to time, by resolution passed by a majority of the whole board, create an executive committee of one or more directors, the members of which shall be elected by the board of directors to serve during the pleasure of the board. If the board of directors does not designate a chairman of the executive committee, the executive committee shall elect a chairman from its own number. Except as otherwise provided herein, prohibited by law or in the resolution creating an executive committee, such committee shall, during the intervals between the meetings of the board of directors, possess and may exercise all of the powers of the board of directors in the management of the business and affairs of the Corporation, other than that of filling vacancies among the directors or in any committee of the directors. The executive committee shall keep full records and accounts of its proceedings and transactions. All action by the executive committee shall be reported to the board of directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the board of directors, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in the executive committee shall be filled by the directors, and the directors may appoint one or more directors as alternate members of the committee who may take the place of any absent member or members at any meeting.

Section 2. Meetings of Executive Committee. Subject to the provisions of these Bylaws, the executive committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the board of directors, and it shall also meet at the call of the chairman of the board, the chief executive officer, the president, the chairman of the executive committee or any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 10 of Article II relating to the notice required to be given of meetings of the board of directors shall also apply to meetings of the members of the executive committee. A majority of the executive committee shall be necessary to constitute a quorum. The executive committee may act in writing without a meeting, but no such action of the executive committee shall be effective unless concurred in by all members of the committee.

Section 3. Other Committees. The board of directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at

its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the board of directors. The provisions of Section 1 and Section 2 of this Article shall govern the appointment and action of such committees so far as consistent, unless otherwise provided by the board of directors. Vacancies in such committees shall be filled by the board of directors or as the board of directors may provide.

ARTICLE IV

Officers

Section 1. General Provisions. The board of directors shall elect officers, which shall include a president, a secretary and a treasurer. The board of directors may also elect a chairman of the board of directors, a chief executive officer, such number of vice presidents, if any, may create such offices and appoint such other officers, subordinate officers and assistant officers as it may from time to time determine. The chairman of the board, if one is elected, shall be, but the other officers need not be, chosen from among the members of the board of directors. Any two or more of such offices may be held by the same person.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of stockholders and shall have such other powers and duties as may be prescribed by the board of directors.

Section 2. Chief Executive Officer. The chief executive officer, if any, shall have, subject to the powers of the board of directors, charge of the overall general direction of the business and affairs of the Corporation, control of the general policies relating to all aspects of the Corporation's business operations, and the power to fix the compensation of officers and the power to remove officers. In the absence of the chairman of the board, or if none is elected, the chief executive officer shall preside at meetings of stockholders. The chief executive officer may appoint and discharge agents and employees and perform such other duties as are incident to such office. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these Bylaws. In the absence or disability of the chief executive officer, or if no chief executive officer is elected or appointed, the president shall perform any and all duties of the chief executive officer.

Section 3. President. The president shall be the chief operating officer of the Corporation and shall have such other powers and duties as may be prescribed by the board of directors or the chief executive officer. The president shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes, and other instruments requiring the president's signature; and shall have all the powers and duties prescribed by law and such others as the board of directors may from time to time assign.

Section 4. Vice Presidents. The vice presidents shall have such powers and duties as may from time to time be assigned to them by the board of directors, the chief executive officer or the president. At the request of the chief executive officer or the president, or in the case of such officer's absence or disability, the vice president designated by the president (or in the absence of such designation, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of the president. The authority of vice presidents to sign in the name of the Corporation certificates for stock and deeds, mortgages, bonds, agreements, notes and other instruments shall be coordinate with like authority of the president.

Section 5. Secretary. The secretary shall keep minutes of all the proceedings of the stockholders and the board of directors and shall make proper record of the same, which shall be attested by the secretary; shall have authority to execute and deliver certificates as to any of such proceedings and any other records of the Corporation; shall have authority to sign all certificates for stock and all deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Corporation which require the secretary's signature; shall give notice of meetings of stockholders and directors; shall produce on request at each meeting of stockholders a certified list of stockholders arranged in alphabetical order; shall keep such books and records as may be required by law or by the board of directors; and, in general, shall perform all duties incident to the office of secretary and such other duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 6. Treasurer. The treasurer shall have general supervision of all finances; shall have in charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the board of directors. The treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and stock, together with such other accounts as may be required; and shall have such other powers and duties as may from time to time be assigned by the board of directors, the chief executive officer or the president.

Section 7. Assistant and Subordinate Officers. Each other officer shall perform such duties as the board of directors, the chief executive officer or the president may prescribe. The board of directors may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 8. Duties of Officers May Be Delegated. In the absence of any officer of the Corporation, or for any other reason the board of directors may deem sufficient, the board of directors may delegate, for the time being, the powers or duties, or any of them, of such officers to any other officer or to any director.

ARTICLE VI

Indemnification and Insurance

Section 1. Indemnification in Non-Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Section 2. Indemnification in Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Indemnification as a Matter of Right. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advance Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section.

Section 6. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office.

Section 7. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability.

Section 8. Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, members, managers, employees or agents, so that any person who is or was a director, officer, member, manager, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving entity as that person would have with respect to such constituent entity if its separate existence had continued.

Section 9. Employee Benefit Plans. For purposes of this Article VI, references to any "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to

“serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

Certificates for Stock

Section 1. Form and Execution. Certificates for stock, certifying the number of full-paid shares owned, may be issued to each stockholder in such form as shall be approved by the board of directors. Such certificates shall be signed by any two of the following officers of the Corporation: the chairman or vice-chairman of the board of directors, the chief executive officer, the president, a vice president, the treasurer, an assistant treasurer, the secretary or an assistant secretary; provided, however, that the signatures of any of such officers and the seal of the Corporation upon such certificates may be facsimiles, engraved, stamped or printed. If any officer or officers who shall have signed, or whose facsimile signature shall have been used, printed or stamped on any certificate or certificates for stock, shall cease to be such officer or officers, because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates shall nevertheless be as effective in all respects as though signed by a duly elected, qualified and authorized officer or officers, and as though the person or persons who signed such certificate or certificates, or whose facsimile signature or signatures shall have been used thereon, had not ceased to be an officer or officers of the Corporation.

Section 2. Registration of Transfer. Any certificate for stock of the Corporation shall be transferable in person or by attorney upon the surrender thereof to the Corporation or any transfer agent therefor (for the class of stock represented by the certificate surrendered) properly endorsed for transfer and accompanied by such assurances as the Corporation or such transfer agent may require as to the genuineness and effectiveness of each necessary endorsement.

Section 3. Lost, Destroyed or Stolen Certificates. A new stock certificate or certificates may be issued in place of any certificate theretofore issued by the Corporation which is alleged to have been lost, destroyed or wrongfully taken upon (i) the execution and delivery to the Corporation by the person claiming the certificate to have been lost, destroyed or wrongfully taken of an affidavit of that fact, specifying whether or not, at the time of such alleged loss, destruction or taking, the certificate was endorsed, and (ii) the furnishing to the Corporation of indemnity and other assurances, if any, satisfactory to the Corporation and to all transfer agents

and registrars of the class of stock represented by the certificate against any and all losses, damages, costs, expenses or liabilities to which they or any of them may be subjected by reason of the issue and delivery of such new certificate or certificates or in respect of the original certificate.

Section 4. Registered Stockholders. A person in whose name stock is of record on the books of the Corporation shall conclusively be deemed the unqualified owner and holder thereof for all purposes and to have capacity to exercise all rights of ownership. Neither the Corporation nor any transfer agent of the Corporation shall be bound to recognize any equitable interest in or claim to such stock on the part of any other person, whether disclosed upon such certificate or otherwise, nor shall they be obliged to see to the execution of any trust or obligation.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall end on such date in each year as shall be designated from time to time by the board of directors.

ARTICLE IX

Seal

The board of directors may provide a suitable seal containing the name of the Corporation. If deemed advisable by the board of directors, duplicate seals may be provided and kept for the purposes of the Corporation.

ARTICLE X

Amendments

These Bylaws shall be subject to alteration, amendment, repeal, or the adoption of new Bylaws either by the affirmative vote of a majority of the board of directors or by written consent of all members of the board of directors, or by the affirmative vote or written consent of the holders of record of a majority of the outstanding stock of the Corporation, present in person or represented by proxy and entitled to vote in respect thereof, given at an annual meeting or at any special meeting at which a quorum shall be present.

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

THIRTEENTH SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of June 4, 2014

by and among

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED THEREIN,

AND

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

as Trustee

6.000% Senior Subordinated Notes due 2022

of TransDigm Inc.

This **THIRTEENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, Hytek Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATI**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation, (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDrualics, Inc., a California corporation (“**PneuDrualics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), North Hills Signal

Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), TransDigm UK Holdings plc, a United Kingdom public limited company (“**TD UK**”), Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), TEAC Aerospace Technologies, Inc., a Delaware corporation (“**TEAC Technologies**”), and Skandia, Inc., an Illinois corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HarcoSemco, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, North Hills, North Hills Overseas, Kirkhill, TD UK, Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology, TEAC Holdings and TEAC Technologies, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, the Ninth Supplemental Indenture thereto, dated as of March 30, 2018, the Tenth Supplemental Indenture thereto, dated as of May 8, 2018, the Eleventh Supplemental Indenture thereto, dated as of May 22, 2018, and the Twelfth Supplemental Indenture thereto, dated as of July 31, 2018, the "**Indenture**"), providing for the issuance by the Company of 6.000% Senior Subordinated Notes due 2022 (the "**Notes**") and the guarantees thereof by each of the Existing Guarantors;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 entities) (other than the Company or the Existing Guarantors), as such, shall have any liability for any obligations of the Company, TD Group, the Guaranteeing Subsidiaries or any other Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

6. **NEW YORK LAW TO GOVERN.** THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its
sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE,
INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS
CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
By: Symetrics Technology Group, LLC, as its sole
member
By: Extant Components Group Intermediate, Inc., as its
sole member
SYMETRICS TECHNOLOGY GROUP, LLC
By: Extant Components Group Intermediate, Inc., as its
sole member
TACTAIR FLUID CONTROLS, INC.

[Signature page to the Thirteenth Supplemental Indenture – 2022 Notes]

TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member

WHIPPANY ACTUATION SYSTEMS, LLC

Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Thirteenth Supplemental Indenture – 2022 Notes]

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

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

[Signature page to the Thirteenth Supplemental Indenture – 2022 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

THIRTEENTH SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of June 4, 2014

by and among

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED THEREIN,

AND

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

as Trustee

6.500% Senior Subordinated Notes due 2024

of TransDigm Inc.

This **THIRTEENTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, HYTEK Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATI**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDrualics, Inc., a California corporation (“**PneuDrualics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), North Hills Signal

Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), TransDigm UK Holdings plc, a United Kingdom public limited company (“**TD UK**”), Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), TEAC Aerospace Technologies, Inc., a Delaware corporation (“**TEAC Technologies**”), and Skandia, Inc., an Illinois corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HarcoSemco, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, North Hills, North Hills Overseas, Kirkhill, TD UK, Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology, TEAC Holdings and TEAC Technologies, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 4, 2014 (as supplemented by the First Supplemental Indenture thereto, dated as of April 9, 2015, the Second Supplemental Indenture thereto, dated as of June 12, 2015, the Third Supplemental Indenture thereto, dated as of August 28, 2015, the Fourth Supplemental Indenture thereto, dated as of April 1, 2016, the Fifth Supplemental Indenture thereto, dated as of July 8, 2016, the Sixth Supplemental Indenture thereto, dated as of October 28, 2016, the Seventh Supplemental Indenture thereto, dated as of March 31, 2017, the Eighth Supplemental Indenture thereto, dated as of May 9, 2017, the Ninth Supplemental Indenture thereto, dated as of March 30, 2018, the Tenth Supplemental Indenture thereto, dated as of May 8, 2018, the Eleventh Supplemental Indenture thereto, dated as of May 22, 2018, and the Twelfth Supplemental Indenture thereto, dated as of July 31, 2018, the "**Indenture**"), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2024 (the "**Notes**") and the guarantees thereof by each of the Existing Guarantors;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE, INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
By: Symetrics Technology Group, LLC, as its sole member
By: Extant Components Group Intermediate, Inc., as its sole member
SYMETRICS TECHNOLOGY GROUP, LLC
By: Extant Components Group Intermediate, Inc., as its sole member
TACTAIR FLUID CONTROLS, INC.

[Signature page to the Thirteenth Supplemental Indenture – 2024 Notes]

TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC

Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Thirteenth Supplemental Indenture – 2024 Notes]

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

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

[Signature page to the Thirteenth Supplemental Indenture – 2024 Notes]

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

TWELFTH SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of May 14, 2015

by and among

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

6.500% Senior Subordinated Notes due 2025

of TransDigm Inc.

This **TWELFTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, Hytek Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATI**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDrualics, Inc., a California corporation (“**PneuDrualics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”),

North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), TransDigm UK Holdings plc, a United Kingdom public limited company (“**TD UK**”), Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), TEAC Aerospace Technologies, Inc., a Delaware corporation (“**TEAC Technologies**”), and Skandia, Inc., an Illinois corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HarcoSemco, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, North Hills, North Hills Overseas, Kirkhill, TD UK, Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology, TEAC Holdings and TEAC Technologies, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 14, 2015 (as supplemented by the First Supplemental Indenture thereto, dated as of June 12, 2015, the Second Supplemental Indenture thereto, dated as of August 28, 2015, the Third Supplemental Indenture thereto, dated as of April 1, 2016, the Fourth Supplemental Indenture thereto, dated as of July 8, 2016, the Fifth Supplemental Indenture thereto, dated as of October 28, 2016, as further supplemented by the Officers' Certificate, dated as of March 1, 2017, the Sixth Supplemental Indenture thereto, dated as of March 31, 2017, the Seventh Supplemental Indenture thereto, dated as of May 9, 2017, the Eighth Supplemental Indenture thereto, dated as of March 30, 2018, the Ninth Supplemental Indenture thereto, dated as of May 8, 2018, the Tenth Supplemental Indenture thereto, dated as of May 22, 2018, and the Eleventh Supplemental Indenture thereto, dated as of July 31, 2018, the "**Indenture**"), providing for the issuance by the Company of 6.500% Senior Subordinated Notes due 2025 (the "**Notes**") and the guarantees thereof by each of the Existing Guarantors;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY
CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its
sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole
member
By: McKechnie Aerospace DE, Inc., as its sole
member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE,
INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole
member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS
CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
By: Symetrics Technology Group, LLC, as its sole
member
By: Extant Components Group Intermediate, Inc., as
its sole member
SYMETRICS TECHNOLOGY GROUP, LLC
By: Extant Components Group Intermediate, Inc., as
its sole member
TACTAIR FLUID CONTROLS, INC.

[Signature page to the Twelfth Supplemental Indenture – 2025 Notes]

TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC

Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Twelfth Supplemental Indenture – 2025 Notes]

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

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

[Signature page to the Twelfth Supplemental Indenture – 2025 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

NINTH SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of June 9, 2016

by and among

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED THEREIN,

AND

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

as Trustee

6.375% Senior Subordinated Notes due 2026

of TransDigm Inc.

This **NINTH SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, Hytek Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATT**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation, (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDrualics, Inc., a California corporation (“**PneuDrualics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”),

North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), TransDigm UK Holdings plc, a United Kingdom public limited company (“**TD UK**”), Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), TEAC Aerospace Technologies, Inc., a Delaware corporation (“**TEAC Technologies**”), and Skandia, Inc., an Illinois corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HarcoSemco, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, North Hills, North Hills Overseas, Kirkhill, TD UK, Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology, TEAC Holdings and TEAC Technologies, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of June 9, 2016 (as supplemented by the First Supplemental Indenture thereto, dated as of July 8, 2016, the Second Supplemental Indenture thereto, dated as of October 28, 2016, the Third Supplemental Indenture thereto, dated as of March 31, 2017, the Fourth Supplemental Indenture thereto, dated as of May 9, 2017, the Fifth Supplemental Indenture thereto, dated March 30, 2018, the Sixth Supplemental Indenture thereto, dated as of May 8, 2018, the Seventh Supplemental Indenture thereto, dated as of May 22, 2018, and the Eighth Supplemental Indenture thereto, dated as of July 31, 2018, the "**Indenture**"), providing for the issuance by the Company of 6.375% Senior Subordinated Notes due 2026 (the "**Notes**") and the guarantees thereof by each of the Existing Guarantors;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE, INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
By: Symetrics Technology Group, LLC, as its sole member
By: Extant Components Group Intermediate, Inc., as its sole member
SYMETRICS TECHNOLOGY GROUP, LLC
By: Extant Components Group Intermediate, Inc., as its sole member
TACTAIR FLUID CONTROLS, INC.

[Signature page to the Ninth Supplemental Indenture – 2026 Notes]

TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC

Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the Ninth Supplemental Indenture – 2026 Notes]

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

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

[Signature page to the Ninth Supplemental Indenture – 2026 Notes]

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

THIRD SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of May 8, 2018

by and among

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

6.875% Senior Subordinated Notes due 2026

of TransDigm UK Holdings plc

This **THIRD SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, Hytek Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm UK Holdings plc, a United Kingdom public limited company (the “**Issuer**”) TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATP**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDrualics, Inc., a California corporation (“**PneuDrualics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), North Hills Signal

Processing Corp., a Delaware corporation (“**North Hills**”), North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), TEAC Aerospace Technologies, Inc., a Delaware corporation (“**TEAC Technologies**”), and Skandia, Inc., an Illinois corporation (collectively with the Company, TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HarcoSemco, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, North Hills, North Hills Overseas, Kirkhill, Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology, TEAC Holdings and TEAC Technologies, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Issuer and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 8, 2018 (as supplemented by the First Supplemental Indenture thereto, dated as of May 22, 2018, and the Second Supplemental Indenture thereto, dated as of July 31, 2018, the "**Indenture**"), providing for the issuance by the Issuer of 6.875% Senior Subordinated Notes due 2026 (the "**Notes**") and the guarantees thereof by each of the Existing Guarantors;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 Issuer or the Existing Guarantors), as such, shall have any liability for any obligations of the Issuer, the Company, TD Group, the Guaranteeing Subsidiaries or any other Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
6. **NEW YORK LAW TO GOVERN.** THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Issuer.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its
sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole
member
By: McKechnie Aerospace DE, Inc., as its sole member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE,
INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS
CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC

[Signature page to the Third Supplemental Indenture – TD UK Notes]

By: Symetrics Technology Group, LLC, as its sole member
By: Extant Components Group Intermediate, Inc., as its sole member
SYMETRICS TECHNOLOGY GROUP, LLC
By: Extant Components Group Intermediate, Inc., as its sole member
TACTAIR FLUID CONTROLS, INC.
TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC
Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman
Name: Michael J. Lisman
Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Chairman of the Board and President

[Signature page to the Third Supplemental Indenture – TD UK Notes]

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

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

[Signature page to the Third Supplemental Indenture – TD UK Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,

AND

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

as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of February 13, 2019

by and among

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED THEREIN,

AND

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

as Trustee

7.50% Senior Subordinated Notes due 2027

of TransDigm Inc.

This **FIRST SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, Hytek Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATI**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. (formerly AmSafe Commercial Products, Inc.), a Delaware corporation (“**Shield**”), Bridport-Air Carrier, Inc., a Washington corporation (“**Bridport-Air**”), Bridport Erie Aviation, Inc., a Delaware corporation (“**Bridport Erie**”), Arkwin Industries, Inc., a New York corporation (“**Arkwin**”), Whippany Actuation Systems, LLC, a Delaware limited liability company (“**Whippany**”), Aerosonic LLC, a Delaware limited liability company (“**Aerosonic**”), Avionics Specialties, Inc., a Virginia corporation (“**Avionics Specialties**”), Airborne Global, Inc., a Delaware corporation (“**Airborne Global**”), Airborne Holdings, Inc., a Delaware Corporation (“**Airborne Holdings**”), Airborne Acquisition, Inc., a Delaware corporation (“**Airborne Acquisitions**”), Airborne Systems NA Inc., a Delaware corporation (“**Airborne Systems NA**”), Airborne Systems North America Inc., a Delaware corporation (“**Airborne Systems North America**”), Airborne Systems North America of CA Inc., a Delaware corporation (“**Airborne Systems North America CA**”), Airborne Systems North America of NJ Inc., a New Jersey corporation (“**Airborne Systems North America NJ**”), Telair US LLC, a Delaware limited liability company (“**Telair US**”), Telair International LLC, a Delaware limited liability company (“**Telair International**”), Pexco Aerospace, Inc., a Delaware corporation (“**Pexco Aerospace**”), PneuDrualics, Inc., a California corporation (“**PneuDrualics**”), Breeze-Eastern LLC, a Delaware limited liability company (“**Breeze-Eastern**”), ILC Holdings, Inc., a Delaware corporation (“**ILC Holdings**”), Data Device Corporation, a Delaware corporation (“**DDC**”), Beta Transformer Technology Corporation, a New York corporation (“**Beta Corporation**”), Beta Transformer Technology LLC, a Delaware limited liability company (“**Beta LLC**”), Young & Franklin Inc., a New York corporation (“**Young & Franklin**”), Tactair Fluid Controls, Inc., a New York corporation (“**Tactair**”), Johnson Liverpool LLC, a Delaware limited liability company (“**Johnson Liverpool**”), North Hills Signal Processing Corp., a Delaware corporation (“**North Hills**”),

North Hills Signal Processing Overseas Corp., a Delaware corporation (“**North Hills Overseas**”), Kirkhill, Inc., a Delaware corporation (“**Kirkhill**”), TransDigm UK Holdings plc, a United Kingdom public limited company (“**TD UK**”), Extant Components Group Holdings, Inc., a Delaware corporation (“**Extant**”), Extant Components Group Intermediate, Inc., a Delaware corporation (“**Extant Intermediate**”), Symetrics Industries, LLC, a Florida limited liability company (“**Symetrics Industries**”), Symetrics Technology Group, LLC, a Florida limited liability company (“**Symetrics Technology**”), TEAC Aerospace Holdings, Inc., a Delaware corporation (“**TEAC Holdings**”), TEAC Aerospace Technologies, Inc., a Delaware corporation (“**TEAC Technologies**”), and Skandia, Inc., an Illinois corporation (collectively with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Bruce Aerospace, CEF, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace US, Rotronics, Electromech, Schneller, HarcoSemco, AmSafe Global, Bridport Holdings, AmSafe Inc., Shield, Bridport-Air, Bridport Erie, Arkwin, Whippany, Aerosonic, Avionics Specialties, Airborne Global, Airborne Holdings, Airborne Acquisitions, Airborne Systems NA, Airborne Systems North America, Airborne Systems North America CA, Airborne Systems North America NJ, Telair US, Telair International, Pexco Aerospace, PneuDraulics, Breeze-Eastern, ILC Holdings, DDC, Beta Corporation, Beta LLC, Young & Franklin, Tactair, Johnson Liverpool, North Hills, North Hills Overseas, Kirkhill, TD UK, Extant, Extant Intermediate, Symetrics Industries, Symetrics Technology, TEAC Holdings and TEAC Technologies, the “**Existing Guarantors**”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of February 13, 2019 (the "**Indenture**"), providing for the issuance by the Company of 7.50% Senior Subordinated Notes due 2027 (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 Subsidiaries (the "**Guarantee**");

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
 By: Beta Transformer Technology Corporation, as its
 sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
 By: McKechnie Aerospace US LLC, as its sole
 member
 By: McKechnie Aerospace DE, Inc., as its sole
 member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE,
INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
 By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
 By: McKechnie Aerospace DE, Inc., as its sole
 member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS
CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
 By: Symetrics Technology Group, LLC, as its sole
 member
 By: Extant Components Group Intermediate, Inc., as
 its sole member
SYMETRICS TECHNOLOGY GROUP, LLC
 By: Extant Components Group Intermediate, Inc., as
 its sole member
TACTAIR FLUID CONTROLS, INC.

[Signature page to the First Supplemental Indenture – 2027 Notes]

TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC

Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

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

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

[Signature page to the First Supplemental Indenture – 2027 Notes]

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and US Collateral Agent
AND
THE BANK OF NEW YORK MELLON,
as UK Collateral Agent

FIRST SUPPLEMENTAL INDENTURE

Dated as of March 29, 2019

to

Indenture

Dated as of February 13, 2019

by and among

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED THEREIN,
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and US Collateral Agent
AND
THE BANK OF NEW YORK MELLON,
as UK Collateral Agent

6.25% Senior Secured Notes due 2026

of TransDigm Inc.

This **FIRST SUPPLEMENTAL INDENTURE** (this “**Supplemental Indenture**”), dated as of March 29, 2019, is entered into by and among Esterline Technologies Corporation, a Delaware corporation, Souriau USA, Inc., a Delaware corporation, Esterline International Company, a Delaware corporation, Leach Holding Corporation, a Delaware corporation, Leach International Corporation, a Delaware corporation, Leach Technology Group, Inc., a Delaware corporation, TA Aerospace Co., a California corporation, Esterline US LLC, a Delaware Limited Liability Company, CMC Electronics Aurora LLC, a Delaware Limited Liability Company, Advanced Input Devices, Inc., a Delaware corporation, Esterline Europe Company LLC, a Delaware Limited Liability Company, Esterline Georgia US LLC, a Delaware Limited Liability Company, Esterline Federal LLC, a Delaware Limited Liability Company, Angus Electronics Co., a Delaware corporation, Avista Incorporated, a Wisconsin corporation, Esterline Sensors Services Americas, Inc., a Delaware corporation, Esterline Technologies SGIP LLC, a Delaware Limited Liability Company, Hytek Finishes Co., a Delaware corporation, Janco Corporation, a California corporation, Mason Electric Co., a Delaware corporation, NMC Group Inc., a California corporation, Norwich Aero Products, Inc., a New York corporation, Palomar Products, Inc., a Delaware corporation, 17111 Waterview Pkwy LLC, a Delaware Limited Liability Company, Korry Electronics Co., a Delaware corporation, Memtron Technologies Co., a Delaware corporation, Sunbank Family of Companies LLC, a California Limited Liability Company, Joslyn Sunbank Company, LLC, a California Limited Liability Company, Armtec Defense Products Co., a Delaware corporation, Armtec Countermeasures Co., a Delaware corporation, Armtec Countermeasures TNO Co., a Delaware corporation, Racal Acoustics, Inc., a Delaware corporation, and Gamesman Inc., a Nevada corporation (collectively, the “**Guaranteeing Subsidiaries**”), TransDigm Inc., a Delaware corporation (the “**Company**”), TransDigm Group Incorporated, a Delaware corporation (“**TD Group**”), Adams Rite Aerospace, Inc., a California corporation (“**Adams Rite**”), MarathonNorco Aerospace, Inc., a Delaware corporation (“**Marathon**”), Champion Aerospace LLC, a Delaware limited liability company (“**Champion**”), Avionic Instruments LLC, a Delaware limited liability company (“**Avionic**”), Skurka Aerospace Inc., a Delaware corporation (“**Skurka**”), CDA InterCorp LLC, a Florida limited liability company (“**CDA**”), Aviation Technologies, Inc., a Delaware corporation (“**ATI**”), AvtechTye, Inc., a Washington corporation (“**Avtech**”), Transicoil LLC, a Delaware limited liability company (“**Transicoil**”), AeroControlex Group, Inc., a Delaware corporation (“**AeroControlex**”), Bruce Aerospace Inc., a Delaware corporation (“**Bruce Aerospace**”), CEF Industries, LLC, a Delaware limited liability company (“**CEF**”), Acme Aerospace, Inc., a Delaware corporation (“**Acme**”), Dukes Aerospace, Inc., a Delaware corporation (“**Dukes**”), Semco Instruments, Inc., a Delaware corporation (“**Semco**”), Hartwell Corporation, a California corporation (“**Hartwell**”), McKechnie Aerospace DE, Inc., a Delaware corporation (“**McKechnie Aerospace DE**”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“**McKechnie Aerospace Holdings**”), McKechnie Aerospace US LLC, a Delaware limited liability company (“**McKechnie Aerospace US**”), Texas Rotronics, Inc., a Texas corporation (“**Rotronics**”), Electromech Technologies LLC (formerly Western Sky Industries, LLC), a Delaware limited liability company (“**Electromech**”), Schneller LLC, a Delaware limited liability company (“**Schneller**”), HarcoSemco LLC, a Connecticut limited liability company (“**HarcoSemco**”), AmSafe Global Holdings, Inc., a Delaware corporation (“**AmSafe Global**”), Bridport Holdings, Inc., a Delaware corporation (“**Bridport Holdings**”), AmSafe, Inc., a Delaware corporation (“**AmSafe Inc.**”), Shield Restraint Systems, Inc. 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WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of February 13, 2019 (the “**Indenture**”), providing for the issuance by the Company of 6.25% Senior Secured Notes due 2026 (the “**Notes**”) and the guarantees thereof by each of the Existing Guarantors;

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

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

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the 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 be Guarantors under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by 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 GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

[Signature page follows.]

SOURIAU USA, INC.
LEACH INTERNATIONAL CORPORATION
TA AEROSPACE CO.
CMC ELECTRONICS AURORA LLC
ADVANCED INPUT DEVICES, INC.
ESTERLINE GEORGIA US LLC
ESTERLINE FEDERAL LLC
AVISTA, INCORPORATED
ESTERLINE SENSORS SERVICES AMERICAS, INC.
HYTEK FINISHES CO.
MASON ELECTRIC CO.
NMC GROUP, INC.
NORWICH AERO PRODUCTS, INC.
PALOMAR PRODUCTS, INC.
KORRY ELECTRONICS CO.
MEMTRON TECHNOLOGIES CO.
JOSLYN SUNBANK COMPANY, LLC
ARMTEC DEFENSE PRODUCTS CO.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
GAMESMAN INC.
ESTERLINE INTERNATIONAL COMPANY
LEACH HOLDING CORPORATION
LEACH TECHNOLOGY GROUP, INC.
ESTERLINE US LLC
ESTERLINE EUROPE COMPANY LLC
ANGUS ELECTRONICS CO.
JANCO CORPORATION
SUNBANK FAMILY OF COMPANIES, LLC
RACAL ACOUSTICS, INC.
ESTERLINE TECHNOLOGIES CORPORATION
17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation, as its sole member

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation, as its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

TRANSDIGM INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ARKWIN INDUSTRIES, INC.
AVIATION TECHNOLOGIES, INC.
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY CORPORATION
BETA TRANSFORMER TECHNOLOGY LLC
By: Beta Transformer Technology Corporation, as its sole member
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
By: McKechnie Aerospace US LLC, as its sole member
By: McKechnie Aerospace DE, Inc., as its sole member
EXTANT COMPONENTS GROUP HOLDINGS, INC.
EXTANT COMPONENTS GROUP INTERMEDIATE, INC.
HARTWELL CORPORATION
ILC HOLDINGS, INC.
JOHNSON LIVERPOOL LLC
By: Young & Franklin Inc., as its sole member
KIRKHILL INC.
MARATHONNORCO AEROSPACE, INC.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
By: McKechnie Aerospace DE, Inc., as its sole member
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
By: Symetrics Technology Group, LLC, as its sole member
By: Extant Components Group Intermediate, Inc., as its sole member
SYMETRICS TECHNOLOGY GROUP, LLC
By: Extant Components Group Intermediate, Inc., as its sole member
TACTAIR FLUID CONTROLS, INC.

[Signature page to the First Supplemental Indenture – 2026 Secured Notes]

TEAC AEROSPACE HOLDINGS, INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TEXAS ROTRONICS, INC.
TRANSICOIL LLC

By: Aviation Technologies, Inc., as its sole member
YOUNG & FRANKLIN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

AEROSONIC LLC
AVIONIC INSTRUMENTS LLC
BREEZE-EASTERN LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
HARCOSEMCO LLC
SCHNELLER LLC
TELAIR US LLC
TELAIR INTERNATIONAL LLC

By: Telair US LLC, as its sole member
WHIPPANY ACTUATION SYSTEMS, LLC

Each By: TransDigm Inc., as its sole member

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chief Financial Officer

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: /s/ Michael J. Lisman

Name: Michael J. Lisman

Title: Chairman of the Board and Chief Executive Officer

BRIDPORT ERIE AVIATION, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Chairman of the Board and President

TRANSDIGM UK HOLDINGS PLC

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Director

[Signature page to the First Supplemental Indenture – 2026 Secured Notes]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS TRUSTEE AND US COLLATERAL AGENT

By: /s/ R. Tarnas

Name: R. TARNAS

Title: VICE PRESIDENT

THE BANK OF NEW YORK MELLON, AS UK COLLATERAL AGENT

By: /s/ Laurence J. O'Brien

Name: LAURENCE J. O'BRIEN

Title: VICE PRESIDENT

[Signature page to the First Supplemental Indenture – 2026 Secured Notes]

JONES DAY

NORTH POINT • 901 LAKESIDE AVENUE • CLEVELAND, OHIO 44114.1190

TELEPHONE: +1.216.586.3939 • FACSIMILE: +1.216.579.0212

April 2, 2019

TransDigm UK Holdings plc
Suite 1, 3rd Floor 11-12 St. James Square
London, United Kingdom SW1Y 4LB

Re: Registration Statement on Form S-4 Filed by TransDigm UK Holdings plc,
Relating to the Exchange Offer (as defined below).

Ladies and Gentlemen:

We have acted as counsel to TransDigm UK Holdings plc, a public limited company incorporated under the laws of England and Wales (the “**Company**”), and the TransDigm Guarantors (as defined below) in connection with the Registration Statement on Form S-4 (Registration Statement No. 333-228336) to which this opinion has been filed as an exhibit (the “**Registration Statement**”). The Registration Statement relates to the proposed issuance and exchange (the “**Exchange Offer**”) of up to \$500,000,000 aggregate principal amount of 6.875% Senior Subordinated Notes due 2026 of the Company (the “**Exchange Notes**”) for an equal principal amount of 6.875% Senior Subordinated Notes due 2026 of the Company outstanding on the date hereof (the “**Outstanding Notes**”). The Outstanding Notes have been, and the Exchange Notes will be, issued pursuant to an Indenture, dated as of May 8, 2018, as amended, supplemented or otherwise modified from time to time (the “**Indenture**”), by and among the Company, the guarantors listed on Annex A hereto (each, a “**Covered Guarantor**” and, collectively, the “**Covered Guarantors**”), the guarantors listed on Annex B hereto (each, an “**Other Guarantor**” and, collectively, the “**Other Guarantors**”; such Other Guarantors and the Covered Guarantors are collectively referred to as the “**TransDigm Guarantors**”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”). The Outstanding Notes are, and the Exchange Notes will be, guaranteed (each, a “**Guarantee**”) on a joint and several basis by the TransDigm Guarantors.

In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinions.

Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Exchange Notes, when they are executed by the Company, authenticated by the Trustee in accordance with the Indenture and issued and delivered in exchange for the Outstanding Notes in accordance with the terms of the Exchange Offer, will constitute valid and binding obligations of the Company.

AMSTERDAM • ATLANTA • BEIJING • BOSTON • BRISBANE • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS • DETROIT
DUBAI • DÜSSELDORF • FRANKFURT • HONG KONG • HOUSTON • IRVINE • LONDON • LOS ANGELES • MADRID • MELBOURNE
MEXICO CITY • MIAMI • MILAN • MINNEAPOLIS • MOSCOW • MUNICH • NEW YORK • PARIS • PERTH • PITTSBURGH • SAN DIEGO
SAN FRANCISCO • SÃO PAULO • SAUDI ARABIA • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

2. The Guarantee of the Exchange Notes (each, an “**Exchange Guarantee**”) of each Covered Guarantor, when it is issued and delivered in exchange for the Guarantee of the Outstanding Notes (each, an “**Outstanding Guarantee**”) of that Covered Guarantor in accordance with the terms of the Exchange Offer, will constitute a valid and binding obligation of that Covered Guarantor.

3. The Exchange Guarantee of each Other Guarantor, when it is issued and delivered in exchange for the Outstanding Guarantee of that Other Guarantor in accordance with the terms of the Exchange Offer, will constitute a valid and binding obligation of that Other Guarantor.

The opinions set forth above are subject to the following limitations, qualifications and assumptions:

For purposes of the opinions expressed herein, we have assumed that (i) the Trustee has authorized, executed and delivered the Indenture and that the Indenture is a valid, binding and enforceable obligation of the Trustee and (ii) the Outstanding Notes have been duly authenticated by the Trustee in accordance with the Indenture.

For the purposes of our opinions set forth in paragraphs 1 and 3 above, we have assumed that (i) the Company has been incorporated and registered with limited liability in, and existing and in good standing under the laws of, England and Wales, (ii) each of the Other Guarantors is a corporation or limited liability company, as applicable, existing and in good standing under the laws of its jurisdiction of incorporation or organization, as applicable, as listed opposite such Other Guarantor’s respective names on Annex B attached hereto (each, a “**Jurisdiction**”), (iii) the documents or securities referred to in such opinions have been (A) authorized by all necessary corporate or limited liability company action, as applicable, of each of the Company and the Other Guarantors and (B) executed and delivered by the Company under the laws of England and Wales and by each of the Other Guarantors under the laws of the applicable Jurisdiction and (iv) the execution, delivery, performance and compliance with the terms and provisions of such documents or securities (A) by the Company do not violate or conflict with the laws of England and Wales or the terms and provisions of the Company’s Certificate of Incorporation and Memorandum and Articles of Association or any rule, regulation, order, decree, judgment, instrument or agreement binding upon or applicable to the Company or its properties and (B) by each of the Other Guarantors do not violate or conflict with the laws of the applicable Jurisdiction or the terms and provisions of the articles or certificates of incorporation, bylaws, certificates of formation or operating agreements, as applicable, of each of the Other Guarantors, or any rule, regulation, order, decree, judgment, instrument or agreement binding upon or applicable to such Other Guarantor or its properties.

TransDigm UK Holdings plc
April 2, 2019
Page 3

The opinions expressed herein are limited by (i) bankruptcy, insolvency, reorganization, fraudulent transfer and fraudulent conveyance, voidable preference, moratorium or other similar laws, and related regulations and judicial doctrines from time to time in effect relating to or affecting creditors' rights and remedies generally, and (ii) general equitable principles and public policy considerations, whether such principles and considerations are considered in a proceeding at law or in equity.

As to facts material to the opinions and assumptions expressed herein, we have relied upon oral or written statements and representations of officers and other representatives of the Company and the TransDigm Guarantors. The opinions expressed herein are limited to (i) the laws of the State of New York, (ii) the laws of the State of California, (iii) the laws of the State of Texas, (iv) the laws of the State of Florida, (v) the laws of the State of Illinois and (vi) the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act, in each case as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to Jones Day under the caption "Legal Matters" in the prospectus constituting a part of such Registration Statement. In giving such consent, we do not hereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

ANNEX A

<u>Name of Covered Guarantor</u>	<u>State of Incorporation or Organization</u>
Acme Aerospace, Inc.	Delaware
Adams Rite Aerospace, Inc.	California
AeroControlex Group, Inc.	Delaware
Aerosonic LLC	Delaware
Airborne Acquisition, Inc.	Delaware
Airborne Global, Inc.	Delaware
Airborne Holdings, Inc.	Delaware
Airborne Systems NA Inc.	Delaware
Airborne Systems North America Inc.	Delaware
Airborne Systems North America of CA Inc.	Delaware
AmSafe, Inc.	Delaware
AmSafe Global Holdings, Inc.	Delaware
Arkwin Industries, Inc.	New York
Aviation Technologies, Inc.	Delaware
Avionic Instruments LLC	Delaware
Beta Transformer Technology Corporation	New York
Beta Transformer Technology LLC	Delaware
Breeze-Eastern LLC	Delaware
Bridport Erie Aviation, Inc.	Delaware
Bridport Holdings, Inc.	Delaware
Bruce Aerospace Inc.	Delaware
CDA InterCorp LLC	Florida
CEF Industries, LLC	Delaware
Champion Aerospace LLC	Delaware
Data Device Corporation	Delaware
Dukes Aerospace, Inc.	Delaware
Electromech Technologies LLC	Delaware
Extant Components Group Holdings, Inc.	Delaware
Extant Components Group Intermediate, Inc.	Delaware
Hartwell Corporation	California
ILC Holdings, Inc.	Delaware
Johnson Liverpool LLC	Delaware
Kirkhill Inc.	Delaware
MarathonNorco Aerospace, Inc.	Delaware
McKechnie Aerospace DE, Inc.	Delaware
McKechnie Aerospace Holdings, Inc.	Delaware
McKechnie Aerospace US LLC	Delaware

<u>Name of Covered Guarantor</u>	<u>State of Incorporation or Organization</u>
North Hills Signal Processing Corp.	Delaware
North Hills Signal Processing Overseas Corp.	Delaware
Pexco Aerospace, Inc.	Delaware
PneuDraulics, Inc.	California
Schneller LLC	Delaware
Semco Instruments, Inc.	Delaware
Shield Restraint Systems, Inc.	Delaware
Skandia, Inc.	Illinois
Skurka Aerospace Inc.	Delaware
Symetrics Industries, LLC	Florida
Symetrics Technology Group, LLC	Florida
Tactair Fluid Controls, Inc.	New York
TEAC Aerospace Holdings, Inc.	Delaware
TEAC Aerospace Technologies, Inc.	Delaware
Telair International LLC	Delaware
Telair US LLC	Delaware
Texas Rotronics, Inc.	Texas
TransDigm Group Incorporated	Delaware
TransDigm Inc.	Delaware
Transicoil LLC	Delaware
Whippany Actuation Systems, LLC	Delaware
Young & Franklin Inc.	New York
Esterline Technologies Corporation	Delaware
Souriau USA, Inc.	Delaware
Esterline International Company	Delaware
Leach Holding Corporation	Delaware
Leach International Corporation	Delaware
Leach Technology Group, Inc.	Delaware
TA Aerospace Co.	California
Esterline US LLC	Delaware
CMC Electronics Aurora LLC	Delaware
Advanced Input Devices, Inc.	Delaware
Esterline Europe Company LLC	Delaware
Esterline Georgia US LLC	Delaware
Esterline Federal LLC	Delaware
Angus Electronics Co.	Delaware
Esterline Sensors Services Americas, Inc.	Delaware
Esterline Technologies SGIP LLC	Delaware
HYTEK Finishes Co.	Delaware
Janco Corporation	California

Name of Covered Guarantor

Mason Electric Co.
NMC Group Inc.
Norwich Aero Products, Inc.
Palomar Products, Inc.
17111 Waterview Pkwy LLC
Korry Electronics Co.
Memtron Technologies Co.
Sunbank Family of Companies LLC
Joslyn Sunbank Company, LLC
Armtec Defense Products Co.
Armtec Countermeasures Co.
Armtec Countermeasures TNO Co.
Racal Acoustics, Inc.

**State of Incorporation
or Organization**

Delaware
California
New York
Delaware
Delaware
Delaware
Delaware
California
California
Delaware
Delaware
Delaware
Delaware

ANNEX B

Name of Other Guarantor

Airborne Systems North America of NJ Inc.
Avionics Specialties, Inc.
AvtechTye, Inc.
Bridport-Air Carrier, Inc.
HarcoSemco LLC
Esterline Sensors Services Americas, Inc.
Gamesman Inc.

State of Incorporation
or Organization

New Jersey
Virginia
Washington
Washington
Connecticut
Wisconsin
Nevada

April 2, 2019

TransDigm UK Holdings plc
1301 East 9th Street, Suite 3000
Cleveland, Ohio 44114**Re: Amendment No. 1 to Registration Statement on Form S-4 Filed by TransDigm UK Holdings plc Relating to the Exchange Offer (as defined below)**

Ladies and Gentlemen:

We have acted as special Wisconsin state counsel to Avista, Incorporated, a Wisconsin corporation (“**Avista**”), in connection with the Amendment No. 1 to Registration Statement on Form S-4 (the “**Amendment No. 1**”) which amends the Registration Statement dated November 9, 2018 (together, the “**Registration Statement**”). The Registration Statement relates to the proposed issuance and exchange (the “**Exchange Offer**”) of up to \$500,000,000 aggregate principal amount of registered 6.875% Senior Subordinated Notes due 2026 (the “**Exchange Notes**”) for an equal principal amount of unregistered 6.875% Senior Subordinated Notes due 2026 of TransDigm UK Holdings plc (the “**Issuer**”) outstanding on the date hereof (the “**Outstanding Notes**”). The Outstanding Notes have been and the Exchange Notes will be issued pursuant to an indenture, dated as of May 8, 2018 (as amended, supplemented or otherwise modified, the “**Indenture**”), by and among the Issuer, the Company, TD Group, the other guarantors a party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”). The Outstanding Notes are, and the Exchange Notes will be guaranteed on a joint and several basis by the guarantors. Capitalized terms used herein and not separately defined shall have the meanings given to them in the Third Supplemental Indenture (as defined below).

A. Documents and Matters Examined

In connection with this opinion letter, we have examined originals or copies of such documents, records, certificates of public officials and certificates of officers and representatives of the Issuer, the Company, TD Group, and/or Avista as we have considered necessary to provide a basis for the opinions expressed herein, including the following:

A-1 the Indenture;

A-2 the First Supplemental Indenture dated as of May 22, 2018 by and among the Issuer, the Company, TD Group, the other guarantors party thereto, and the Trustee;

- A-3 the Second Supplemental Indenture dated as of July 31, 2018 by and among the Issuer, the Company, TD Group, the other guarantors party thereto, and the Trustee;
- A-4 the Third Supplemental Indenture dated as of March 29, 2019 by and among Avista, the other guarantors party thereto, the Issuer, the Company, TD Group, and the Trustee (the “**Third Supplemental Indenture**”);
- A-5 the Articles of Incorporation and Bylaws of Avista, both as certified by the Secretary of Avista as in effect on the date hereof;
- A-6 the resolutions adopted by the Board of Directors of Avista on March 29, 2019; and
- A-7 an Officer’s Certificate, as certified by the Secretary of Avista, delivered to Perkins Coie LLP, dated as of the date hereof.

As to matters of fact material to the opinions expressed herein, we have relied on (a) information in the Certificate of Status of Avista dated as of March 20, 2019 (and all opinions based on these documents are as of the date of such documents and not as of the date of this opinion letter) and (b) information provided in certificates of officers/representatives of the Issuer, the Company, TD Group, and Avista. We have not independently verified the facts so relied on.

B. Assumptions

We have relied, without investigation, on the following assumptions:

- B-1 Original documents reviewed by us are authentic, copies of original documents reviewed by us conform to the originals and all signatures on executed documents are genuine.
- B-2 All individuals have, and at all relevant times had, sufficient legal capacity to perform their functions with respect to the Indenture and the Exchange Offer.

C. Opinions

Based on the foregoing and subject to the qualifications and exclusions stated below, we express the following opinions:

- C-1 Avista is a corporation validly existing under Wisconsin law.

- C-2 Avista has all necessary corporate power to execute and deliver the Third Supplemental Indenture, and (b) as of the date hereof, has all necessary corporate power to perform its obligations under the Indenture.
- C-3 The Third Supplemental Indenture has been duly authorized by all necessary corporate action on the part of Avista.
- C-4 The execution and delivery of the Third Supplemental Indenture on March 29, 2019 by Avista does not, and the performance of its obligations thereunder does not:
 - (a) violate statutory laws that counsel exercising customary professional judgment would in our experience reasonably recognize as typically applicable to agreements similar to the Third Supplemental Indenture and transactions similar to the Transaction; or
 - (b) violate Avista's Articles of Incorporation or Bylaws.

D. Qualifications; Exclusions

- D-1 Except to the extent expressly noted to the contrary in this opinion letter, we express no opinion as to the following matters, or the effect, if any, that they may have on the opinions expressed herein:
 - (a) federal securities laws and regulations administered by the Securities and Exchange Commission, state "blue sky" laws and regulations, the Investment Company Act, the Trust Indenture Act, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;
 - (b) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, cities, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing;
 - (c) fraudulent transfer and fraudulent conveyance laws; and
 - (d) pension and employee benefit laws and regulations.

For purposes of expressing the opinions herein, we have examined the laws of the State of Wisconsin and our opinions are limited to such laws. We have not reviewed, nor are our opinions in any way predicated on an examination of, the laws of any other jurisdiction, and we expressly disclaim responsibility for advising you as to the effect, if any, that the laws of any other jurisdiction may have on the opinions set forth herein.

The opinions expressed herein (a) are limited to matters expressly stated herein, and no other opinions may be implied or inferred, including that we have performed any actions in order to provide the legal opinions and statements contained herein other than as expressly set forth, and (b) are as of the date hereof (except as otherwise noted above). We disclaim any undertaking or obligation to update these opinions for events and circumstances occurring after the date hereof (including changes in law or facts, or as to facts relating to prior events that are subsequently brought to our attention), or to consider their applicability or correctness as to persons or entities other than the addressees.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, (the "**Act**"), or the related rules and regulations promulgated under the Act nor do we admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "expert" as used in the Act or the related rules and regulations promulgated thereunder. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement.

Very truly yours,

/s/ Perkins Coie LLP



6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118

April 2, 2019

TransDigm UK Holdings plc
Suite 1, 3rd Floor 11-12 St. James Square
London, United Kingdom SW1Y 4LB

Re: Registration Statement on Form S-4/A Filed by TransDigm UK Holdings plc,
Relating to the Exchange Offer (as defined below)

Ladies and Gentlemen:

We have acted as special Nevada counsel to Gamesman Inc., a Nevada corporation (“Gamesman”), in connection with the Registration Statement on Form S-4/A (the “Registration Statement”). The Registration Statement relates to the proposed issuance and exchange (the “Exchange Offer”) of up to \$500,000,000 aggregate principal amount of registered 6.875% Senior Subordinated Notes due 2026 (the “Exchange Notes”) for an equal principal amount of unregistered 6.875% Senior Subordinated Notes due 2026 of TransDigm outstanding on the date hereof (the “Outstanding Notes”). The Outstanding Notes have been, and the Exchange Notes will be, issued pursuant to an indenture, dated as of May 8, 2018 (as amended, supplemented or otherwise modified, the “Indenture”), by and among TransDigm UK Holdings plc (the “Company”), the “Guarantors” (as defined therein), which include Gamesman, and The Bank of New York Mellon Trust Company, N.A., as trustee. The Outstanding Notes are, and the Exchange Notes will be, guaranteed (each a “Guarantee”) on a joint and several basis by the Guarantors (including Gamesman). Capitalized terms used herein and not separately defined shall have the meanings given to them in the Indenture.

A. Documents and Matters Examined

In connection with this opinion letter, we have examined originals or copies of such documents, records, certificates of public officials regarding Gamesman, and certificates of officers and representatives of Gamesman as we have considered necessary to provide a basis for the opinions expressed herein, including the following:

- A-1 the Indenture;
- A-2 the Third Supplemental Indenture to the Indenture, dated as of March 29, 2019 (the “Supplemental Indenture”);
- A-3 the Articles of Incorporation and Bylaws of Gamesman, both as certified by the Secretary of Gamesman as in effect on the date hereof;

ARIZONA • CALIFORNIA • COLORADO • CONNECTICUT • FLORIDA • GEORGIA • ILLINOIS • INDIANA • KANSAS • KENTUCKY
LOUISIANA • MARYLAND • MASSACHUSETTS • MISSOURI • NEVADA • NEW JERSEY • NEW MEXICO • NEW YORK
NORTH CAROLINA • OHIO • OREGON • PENNSYLVANIA • RHODE ISLAND • TEXAS • UTAH • WASHINGTON • WEST VIRGINIA

A-4 the resolutions adopted by the Board of Directors of Gamesman on March 29, 2019;

A-5 an Officer's Certificate, as certified by the Secretary of Gamesman, dated as of the date hereof, which Officer's Certificate has been delivered to us and upon which we are with your consent relying.

As to matters of fact material to the opinions expressed herein, with your consent we have relied solely on (a) information in the Certificate of Existence of Gamesman dated as of March 19, 2019 (the "Certificate") and issued by the Secretary of State of the State of Nevada (and all opinions based on these documents are as of the date of such documents and not as of the date of this opinion letter) and (b) information provided in certificates of officers/representatives of Gamesman. We have not independently verified the facts so relied on.

B. Assumptions

We have relied, without investigation, on the following assumptions:

B-1 Original documents reviewed by us are authentic, copies of original documents reviewed by us conform to the originals and all signatures on executed documents are genuine.

B-2 All individuals have sufficient legal capacity to perform their functions with respect to the Supplemental Indenture, Indenture and the Exchange Offer.

C. Opinions

Based on the foregoing and subject to the qualifications and exclusions stated herein, we express the following opinions:

C-1 Gamesman, as of the date hereof is, and as of the date of the Supplemental Indenture was, a corporation validly existing under Nevada law.

C-2 As of the date of the Supplemental Indenture, Gamesman had all necessary corporate power to perform its obligations under the Supplemental Indenture.

C-3 The Supplemental Indenture has been duly authorized by all necessary corporate action on the part of Gamesman.

C-4 The execution and delivery of the Supplemental Indenture by Gamesman, and performance of its obligations thereunder, does not:

(a) violate statutory laws that counsel exercising customary professional judgment would in our experience reasonably recognize as typically applicable to agreements similar to the Supplemental Indenture; or

(b) violate Gamesman's Articles of Incorporation or Bylaws.

LEWIS BRISBOIS BISGAARD & SMITH LLP

www.lewisbrisbois.com

D. Qualifications; Exclusions

D-1 Except to the extent expressly noted to the contrary in this opinion letter, we express no opinion as to the following matters, or the effect, if any, that they may have on the opinions expressed herein:

- (a) federal securities laws and regulations administered by the Securities and Exchange Commission, state “blue sky” laws and regulations, the Investment Company Act, the Trust Indenture Act, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;
- (b) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, cities, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing;
- (c) fraudulent transfer and fraudulent conveyance laws; and
- (d) pension and employee benefit laws and regulations.

For purposes of expressing the opinions herein, we have examined the laws of the State of Nevada and our opinions are limited to such laws. We have not reviewed, nor are our opinions in any way predicated on an examination of, the laws of any other jurisdiction, and we expressly disclaim responsibility for advising you as to the effect, if any, that the laws of any other jurisdiction may have on the opinions set forth herein.

The opinions expressed herein (a) are limited to matters expressly stated herein, and no other opinions may be implied or inferred, including that we have performed any actions in order to provide the legal opinions and statements contained herein other than as expressly set forth, and (b) are as of the date hereof (except as otherwise noted above). We disclaim any undertaking or obligation to update these opinions for events and circumstances occurring after such applicable date (including changes in law or facts, or as to facts relating to prior events that are subsequently brought to our attention), or to consider their applicability or correctness as to persons or entities other than the addressees.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, (the “Act”), or the related rules and regulations promulgated under the Act nor do we admit that we are experts with respect to any part of such Registration Statement within the meaning of the term “expert” as used in the Act or the related rules and regulations promulgated thereunder. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

/s/ LEWIS BRISBOIS BISGAARD & SMITH LLP

LEWIS BRISBOIS BISGAARD & SMITH LLP

www.lewisbrisbois.com

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in Amendment 1 to the Registration Statement (Form S-4 No. 333-228336) and related Prospectus of TransDigm UK Holdings plc for the registration of \$500,000,000 aggregate principal amount of its 6.875% Senior Subordinated Notes due 2026 and to the incorporation by reference therein of our reports dated November 9, 2018, with respect to the consolidated financial statements and schedule of TransDigm Group Incorporated, and the effectiveness of internal control over financial reporting of TransDigm Group Incorporated, included in its Annual Report (Form 10-K) for the year ended September 30, 2018, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Cleveland, Ohio
April 2, 2019

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in Amendment No. 1 to the Registration Statement (Form S-4 No. 333-228336) and related Prospectus of TransDigm UK Holdings plc for the registration of \$500,000,000 aggregate principal amount of its 6.875% Senior Subordinated Notes due 2026 and to the incorporation by reference therein of our report dated November 21, 2018, with respect to the consolidated financial statements of Esterline Technologies Corporation, included in its Annual Report (Form 10-K) for the year ended September 28, 2018, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Seattle, Washington
April 2, 2019

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Technologies Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE TECHNOLOGIES CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Souriau USA, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SOURIAU USA, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline International Company has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE INTERNATIONAL COMPANY

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leach Holding Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

LEACH HOLDING CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leach International Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

LEACH INTERNATIONAL CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Leach Technology Group, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

LEACH TECHNOLOGY GROUP, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, TA Aerospace Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

TA AEROSPACE CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline US LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE US LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, CMC Electronics Aurora LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

CMC ELECTRONICS AURORA LLC

By: Esterline US LLC, its sole member

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, the sole member of Esterline US LLC, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Advanced Input Devices, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ADVANCED INPUT DEVICES, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Europe Company LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE EUROPE COMPANY LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Georgia US LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE GEORGIA US LLC

By: Esterline Europe Company LLC, its sole member

By: Esterline Technologies Corporation, its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, the sole member of Esterline Europe Company LLC, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Federal LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE FEDERAL LLC

By: Esterline Georgia US LLC, its sole member

By: Esterline Technologies Corporation, its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, the sole member of Esterline Georgia US LLC, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Angus Electronics Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ANGUS ELECTRONICS CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Avista, Incorporated has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

AVISTA, INCORPORATED

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Sensors Services Americas, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE SENSORS SERVICES AMERICAS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Esterline Technologies SGIP LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ESTERLINE TECHNOLOGIES SGIP LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Hytek Finishes Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

HYTEK FINISHES CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Janco Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

JANCO CORPORATION

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Mason Electric Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MASON ELECTRIC CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, NMC Group Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

NMC GROUP INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer and Director (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Norwich Aero Products, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

NORWICH AERO PRODUCTS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Palomar Products, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

PALOMAR PRODUCTS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, 17111 Waterview Pkwy LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

17111 WATERVIEW PKWY LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Korry Electronics Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

KORRY ELECTRONICS CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Memtron Technologies Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

MEMTRON TECHNOLOGIES CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Sunbank Family of Companies LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

SUNBANK FAMILY OF COMPANIES LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Joslyn Sunbank Company, LLC has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

JOSLYN SUNBANK COMPANY, LLC

By: Esterline Technologies Corporation,
its sole member

By: /s/ Jonathan D. Crandall
Name: Jonathan D. Crandall
Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Robert Henderson, Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Henderson</u> Robert Henderson	President and Chief Executive Officer of Esterline Technologies Corporation, its sole member (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer of Esterline Technologies Corporation, its sole member (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director of Esterline Technologies Corporation, its sole member	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Armtec Defense Products Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ARMTEC DEFENSE PRODUCTS CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Armtec Countermeasures Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ARMTEC COUNTERMEASURES CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Armtec Countermeasures TNO Co. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

ARMTEC COUNTERMEASURES TNO CO.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Racal Acoustics, Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

RACAL ACOUSTICS, INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	President and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Gamesman Inc. has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cleveland, State of Ohio, on the 2nd day of April, 2019.

GAMESMAN INC.

By: /s/ Jonathan D. Crandall

Name: Jonathan D. Crandall

Title: Treasurer

POWER OF ATTORNEY

Each person whose signature appears below authorizes Michael J. Lisman, Halle F. Terrion and Jonathan D. Crandall, or any of them, as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, to execute in his name and on his behalf, in any and all capacities, this registrant's Registration Statement on Form S-4 relating to the exchange offer and any amendments thereto (and any additional registration statement related thereto permitted by Rule 462(b) promulgated under the Securities Act of 1933 (and all further amendments, including post-effective amendments thereto)), necessary or advisable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission in respect thereof, in connection with the registration of the securities which are the subject of such Registration Statement, which amendments may make such changes in such Registration Statement as such attorney may deem appropriate, and with full power and authority to perform and do any and all acts and things whatsoever which any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the above-described matters, as fully as each of the undersigned could do if personally present and acting, hereby ratifying and approving all acts of any such attorney or substitute.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-4 has been signed by the following persons in the capacities indicated and on the dates indicated.

Signature	Title	Date
<u>/s/ Michael J. Lisman</u> Michael J. Lisman	Chief Executive Officer and Director (Principal Executive Officer)	<u>April 2, 2019</u>
<u>/s/ Jonathan D. Crandall</u> Jonathan D. Crandall	Treasurer (Principal Financial and Accounting Officer)	<u>April 2, 2019</u>
<u>/s/ Halle F. Terrion</u> Halle F. Terrion	Secretary and Director	<u>April 2, 2019</u>

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

FORM T-1

**STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

- CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

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

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

**400 South Hope Street
Suite 500
Los Angeles, California**
(Address of principal executive offices)

95-3571558
(I.R.S. employer
identification no.)

90071
(Zip code)

TransDigm UK Holdings plc
(Exact name of obligor as specified in its charter)

England and Wales
(State or other jurisdiction of
incorporation or organization)

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

N/A
(I.R.S. employer
identification no.)

44114
(Zip code)

TransDigm Inc.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

34-1750032
(I.R.S. employer
identification no.)

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

44114
(Zip code)

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

Delaware
(State or other jurisdiction of
incorporation or organization)

41-2101738
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ACME AEROSPACE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

16-0324980
(I.R.S. employer
identification no.)

528 W. 21st Street, Suite 6
Tempe, Arizona
(Address of principal executive offices)

85282
(Zip code)

ADAMS RITE AEROSPACE, INC.
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

95-4056812
(I.R.S. employer
identification no.)

4141 North Palm Street
Fullerton, California
(Address of principal executive offices)

92835
(Zip code)

AEROCONTROLEX GROUP, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-0379798
(I.R.S. employer
identification no.)

4223 Monticello Blvd.
South Euclid, Ohio
(Address of principal executive offices)

44121
(Zip code)

AEROSONIC LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

74-1668471
(I.R.S. employer
identification no.)

1212 North Hercules Ave.
Clearwater, Florida
(Address of principal executive offices)

33765
(Zip code)

AIRBORNE ACQUISITION, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1422895
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AIRBORNE GLOBAL, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1422997
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AIRBORNE HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1422954
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AIRBORNE SYSTEMS NA INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

22-3396247
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AIRBORNE SYSTEMS NORTH AMERICA INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

02-0805976
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13-3518559
(I.R.S. employer
identification no.)

3701 West Warner Ave.
Santa Ana, California
(Address of principal executive offices)

92704
(Zip code)

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.
(Exact name of obligor as specified in its charter)

New Jersey
(State or other jurisdiction of
incorporation or organization)

22-3348756
(I.R.S. employer
identification no.)

5800 Magnolia Ave. Pennsauken, New Jersey
(Address of principal executive offices)

08109
(Zip code)

AMSAFE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

36-3363619
(I.R.S. employer
identification no.)

1043 N. 47th Avenue
Phoenix, Arizona
(Address of principal executive offices)

85043
(Zip code)

AMSAFE GLOBAL HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-1268176
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ARKWIN INDUSTRIES, INC.
(Exact name of obligor as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

11-1696632
(I.R.S. employer
identification no.)

686 Main Street
Westbury, New York
(Address of principal executive offices)

11590
(Zip code)

AVIATION TECHNOLOGIES, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

04-3750236
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AVIONIC INSTRUMENTS LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13-2666109
(I.R.S. employer
identification no.)

1414 Randolph Avenue
Avenel, New Jersey
(Address of principal executive offices)

07001-2402
(Zip code)

AVIONICS SPECIALTIES, INC.
(Exact name of obligor as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation or organization)

54-1648275
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AVTECHTYEE, INC.
(Exact name of obligor as specified in its charter)

Washington
(State or other jurisdiction of
incorporation or organization)

91-0761549
(I.R.S. employer
identification no.)

6500 Merrill Creek Parkway
Everett, Washington
(Address of principal executive offices)

98203
(Zip code)

BETA TRANSFORMER TECHNOLOGY CORPORATION
(Exact name of obligor as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

11-2437907
(I.R.S. employer
identification no.)

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

44114
(Zip code)

BETA TRANSFORMER TECHNOLOGY LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

46-2885674
(I.R.S. employer
identification no.)

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

44114
(Zip code)

BREEZE-EASTERN LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

95-4062211
(I.R.S. employer
identification no.)

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

44114
(Zip code)

BRIDPORT-AIR CARRIER, INC.
(Exact name of obligor as specified in its charter)

Washington
(State or other jurisdiction of
incorporation or organization)

91-1887382
(I.R.S. employer
identification no.)

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

44114
(Zip code)

BRIDPORT ERIE AVIATION, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1317 West 12th Street
Erie, Pennsylvania
(Address of principal executive offices)

25-1861935
(I.R.S. employer
identification no.)

16501
(Zip code)

BRIDPORT HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

74-3127247
(I.R.S. employer
identification no.)

44114
(Zip code)

BRUCE AEROSPACE INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

101 Evans Avenue
Dayton, Nevada
(Address of principal executive offices)

26-0658833
(I.R.S. employer
identification no.)

89403
(Zip code)

CDA INTERCORP LLC
(Exact name of obligor as specified in its charter)

Florida
(State or other jurisdiction of
incorporation or organization)

450 Goolsby Blvd. Deerfield, Florida
(Address of principal executive offices)

59-1285683
(I.R.S. employer
identification no.)

33442
(Zip code)

CEF INDUSTRIES, LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

320 South Church Street Addison, Illinois
(Address of principal executive offices)

36-2056886
(I.R.S. employer
identification no.)

60101
(Zip code)

CHAMPION AEROSPACE LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1230 Old Norris Road
Liberty, South Carolina
(Address of principal executive offices)

58-2623644
(I.R.S. employer
identification no.)

29657
(Zip code)

DATA DEVICE CORPORATION
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

11-2226748
(I.R.S. employer
identification no.)

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

44114
(Zip code)

DUKES AEROSPACE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1368976
(I.R.S. employer
identification no.)

9060 Winnetka Avenue
Northridge, California
(Address of principal executive offices)

91324
(Zip code)

ELECTROMECH TECHNOLOGIES LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-3033701
(I.R.S. employer
identification no.)

2600 S. Custer Ave.
Wichita, Kansas
(Address of principal executive offices)

67217
(Zip code)

EXTANT COMPONENTS GROUP HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

80-0594187
(I.R.S. employer
identification no.)

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

44114
(Zip code)

EXTANT COMPONENTS GROUP INTERMEDIATE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

90-0583180
(I.R.S. employer
identification no.)

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

44114
(Zip code)

HARCOSEMCO LLC
(Exact name of obligor as specified in its charter)

Connecticut
(State or other jurisdiction of
incorporation or organization)

06-0691144
(I.R.S. employer
identification no.)

186 Cedar Street
Branford, Connecticut
(Address of principal executive offices)

06405
(Zip code)

HARTWELL CORPORATION
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

95-1936254
(I.R.S. employer
identification no.)

900 S. Richfield Road
Placentia, California
(Address of principal executive offices)

92870
(Zip code)

ILC HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

51-0105260
(I.R.S. employer
identification no.)

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

44114
(Zip code)

JOHNSON LIVERPOOL LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

16-1400756
(I.R.S. employer
identification no.)

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

44114
(Zip code)

KIRKHILL INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

82-4505348
(I.R.S. employer
identification no.)

44114
(Zip code)

MARATHONNORCO AEROSPACE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

8301 Imperial Drive
Waco, Texas
(Address of principal executive offices)

74-2707437
(I.R.S. employer
identification no.)

76712
(Zip code)

MCKECHNIE AEROSPACE DE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

20-8964837
(I.R.S. employer
identification no.)

44114
(Zip code)

MCKECHNIE AEROSPACE HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-0181650
(I.R.S. employer
identification no.)

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

44114
(Zip code)

MCKECHNIE AEROSPACE US LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-0127704
(I.R.S. employer
identification no.)

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

44114
(Zip code)

NORTH HILLS SIGNAL PROCESSING CORP.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

11-2203988
(I.R.S. employer
identification no.)

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

44114
(Zip code)

NORTH HILLS SIGNAL PROCESSING OVERSEAS CORP.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

52-1285085
(I.R.S. employer
identification no.)

44114
(Zip code)

PEXCO AEROSPACE, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

47-3865989
(I.R.S. employer
identification no.)

44114
(Zip code)

PNEUDRAULICS, INC.
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

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

95-1961299
(I.R.S. employer
identification no.)

44114
(Zip code)

SCHNELLER LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

6019 Powdermill Rd.
Kent, Ohio
(Address of principal executive offices)

87-0802616
(I.R.S. employer
identification no.)

44240
(Zip code)

SEMCO INSTRUMENTS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

25700 Rye Canyon Road
Valencia, California
(Address of principal executive offices)

95-2500600
(I.R.S. employer
identification no.)

91355
(Zip code)

SHIELD RESTRAINT SYSTEMS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

22937 Gallatin Way
Elkhart, Indiana
(Address of principal executive offices)

86-0774924
(I.R.S. employer
identification no.)

46514
(Zip code)

SKANDIA, INC.
(Exact name of obligor as specified in its charter)

Illinois
(State or other jurisdiction of
incorporation or organization)

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

36-3799744
(I.R.S. employer
identification no.)

44114
(Zip code)

SKURKA AEROSPACE INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

4600 Calle Bolero,
P.O. Box 2869
Camarillo, California
(Address of principal executive offices)

20-2042650
(I.R.S. employer
identification no.)

93011-2869
(Zip code)

SYMETRICS INDUSTRIES, LLC
(Exact name of obligor as specified in its charter)

Florida
(State or other jurisdiction of
incorporation or organization)

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

01-0561775
(I.R.S. employer
identification no.)

44114
(Zip code)

SYMETRICS TECHNOLOGY GROUP, LLC
(Exact name of obligor as specified in its charter)

Florida
(State or other jurisdiction of
incorporation or organization)

20-3642750
(I.R.S. employer
identification no.)

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

44114
(Zip code)

TACTAIR FLUID CONTROLS, INC.
(Exact name of obligor as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

16-1286603
(I.R.S. employer
identification no.)

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

44114
(Zip code)

TEAC AEROSPACE HOLDINGS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

30-0232168
(I.R.S. employer
identification no.)

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

44114
(Zip code)

TEAC AEROSPACE TECHNOLOGIES, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

45-0532615
(I.R.S. employer
identification no.)

44114
(Zip code)

TELAIR INTERNATIONAL LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

47-3558532
(I.R.S. employer
identification no.)

44114
(Zip code)

TELAIR US LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

47-3239760
(I.R.S. employer
identification no.)

44114
(Zip code)

TEXAS ROTRONICS, INC.
(Exact name of obligor as specified in its charter)

Texas
(State or other jurisdiction of
incorporation or organization)

601 West Elizabeth Street
Brownsville, Texas
(Address of principal executive offices)

74-2925673
(I.R.S. employer
identification no.)

78520
(Zip code)

TRANSICOIL LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

9 Iron Bridge Drive
Collegeville, Pennsylvania
(Address of principal executive offices)

26-0084182
(I.R.S. employer
identification no.)

19426
(Zip code)

WHIPPANY ACTUATION SYSTEMS, LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

46-3033189
(I.R.S. employer
identification no.)

44114
(Zip code)

YOUNG & FRANKLIN INC.
(Exact name of obligor as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

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

15-0498830
(I.R.S. employer
identification no.)

44114
(Zip code)

ESTERLINE TECHNOLOGIES CORPORATION
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

13-2595091
(I.R.S. employer
identification no.)

44114
(Zip code)

SOURIAU USA, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

71-0934351
(I.R.S. employer
identification no.)

44114
(Zip code)

ESTERLINE INTERNATIONAL COMPANY
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

75-3262218
(I.R.S. employer
identification no.)

44114
(Zip code)

LEACH HOLDING CORPORATION
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

13-2765153
(I.R.S. employer
identification no.)

44114
(Zip code)

LEACH INTERNATIONAL CORPORATION
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

95-2597177
(I.R.S. employer
identification no.)

44114
(Zip code)

LEACH TECHNOLOGY GROUP, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

06-1611825
(I.R.S. employer
identification no.)

44114
(Zip code)

TA AEROSPACE CO.
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

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

95-0903820
(I.R.S. employer
identification no.)

44114
(Zip code)

ESTERLINE US LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

20-8563146
(I.R.S. employer
identification no.)

44114
(Zip code)

CMC ELECTRONICS AURORA LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

36-3503592
(I.R.S. employer
identification no.)

44114
(Zip code)

ADVANCED INPUT DEVICES, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

82-0350830
(I.R.S. employer
identification no.)

44114
(Zip code)

ESTERLINE EUROPE COMPANY LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

30-0689350
(I.R.S. employer
identification no.)

44114
(Zip code)

ESTERLINE GEORGIA US LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

47-2056482
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ESTERLINE FEDERAL LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

20-4660150
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ANGUS ELECTRONICS CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

35-1328303
(I.R.S. employer
identification no.)

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

44114
(Zip code)

AVISTA, INCORPORATED
(Exact name of obligor as specified in its charter)

Wisconsin
(State or other jurisdiction of
incorporation or organization)

39-1831449
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ESTERLINE SENSORS SERVICES AMERICAS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

93-1078151
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ESTERLINE TECHNOLOGIES SGIP LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

38-3868602
(I.R.S. employer
identification no.)

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

44114
(Zip code)

HYTEK FINISHES CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

91-1457724
(I.R.S. employer
identification no.)

44114
(Zip code)

JANCO CORPORATION
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

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

95-1522466
(I.R.S. employer
identification no.)

44114
(Zip code)

MASON ELECTRIC CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

91-1720628
(I.R.S. employer
identification no.)

44114
(Zip code)

NMC GROUP, INC.
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

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

95-2885589
(I.R.S. employer
identification no.)

44114
(Zip code)

NORWICH AERO PRODUCTS, INC.
(Exact name of obligor as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

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

16-1206875
(I.R.S. employer
identification no.)

44114
(Zip code)

PALOMAR PRODUCTS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

95-4547814
(I.R.S. employer
identification no.)

44114
(Zip code)

17111 WATERVIEW PKWY LLC
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

None
(I.R.S. employer
identification no.)

44114
(Zip code)

KORRY ELECTRONICS CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

91-1458098
(I.R.S. employer
identification no.)

44114
(Zip code)

MEMTRON TECHNOLOGIES CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

91-1901140
(I.R.S. employer
identification no.)

44114
(Zip code)

SUNBANK FAMILY OF COMPANIES, LLC
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

52-2008070
(I.R.S. employer
identification no.)

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

44114
(Zip code)

JOSLYN SUNBANK COMPANY, LLC
(Exact name of obligor as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

52-2008067
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ARMTEC DEFENSE PRODUCTS CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

91-1458099
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ARMTEC COUNTERMEASURES CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

48-1266479
(I.R.S. employer
identification no.)

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

44114
(Zip code)

ARMTEC COUNTERMEASURES TNO CO.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

03-0464242
(I.R.S. employer
identification no.)

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

44114
(Zip code)

RACAL ACOUSTICS, INC.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

74-3154816
(I.R.S. employer
identification no.)

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

44114
(Zip code)

GAMESMAN INC.
(Exact name of obligor as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

27-2894514
(I.R.S. employer
identification no.)

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

44114
(Zip code)

6.875% Senior Subordinated Notes due 2026
and Guarantees of 6.875% Senior Subordinated Notes due 2026
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No.333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No.333-152875).

4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago, and State of Illinois on the 28th day of March, 2019.

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

By: /s/ R. Tarnas

Name: R. Tarnas

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 400 South Hope Street, Suite 500, Los Angeles, CA 90071

At the close of business December 31, 2018, published in accordance with Federal regulatory authority instructions.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	2,374
Interest-bearing balances	124,178
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	198,413
Equity securities with readily determinable fair values not held for trading	NR
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	0
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, held for investment	0
LESS: Allowance for loan and lease losses	0
Loans and leases held for investment, net of allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	9,069
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	0
Direct and indirect investments in real estate ventures	0
Intangible assets	859,682
Other assets	136,256
Total assets	<u>\$ 1,329,972</u>

LIABILITIES

Deposits:	
In domestic offices	2,677
Noninterest-bearing	2,677
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	0
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	226,786
Total liabilities	229,463
Not applicable	
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	323,516
Not available	
Retained earnings	777,089
Accumulated other comprehensive income	-1,096
Other equity capital components	0
Not available	
Total bank equity capital	1,100,509
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	1,100,509
Total liabilities and equity capital	<u>1,329,972</u>

I, Matthew J. McNulty, CFO of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Matthew J. McNulty) CFO

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Antonio I. Portuondo, President)
Michael P. Scott, Managing Director) Directors (Trustees)
Kevin P. Caffrey, Managing Director)