
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 3, 2010

TransDigm Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-32833

(Commission File Number)

41-2101738

(IRS Employer Identification No.)

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

(Address of principal executive offices)

44114

(Zip Code)

(216) 706-2960

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

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

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

As previously disclosed, on September 3, 2010, TransDigm completed the acquisition of Semco Instruments Inc. (Semco) for approximately \$74 million in cash (the "Merger"). Semco manufactures proprietary, highly engineered components for all major turbo-prop, turbo-fan, and turbo-shaft engines manufactured by Pratt Whitney, Honeywell, and General Electric, among others. Semco products are primarily used on helicopters, business jets and selected regional airplanes. The acquisition was previously announced on August 6, 2010.

On September 3, 2010, in connection with the Merger and in accordance with the terms of that certain Indenture, dated as of June 23, 2006, by and among TransDigm, TransDigm Group Incorporated ("TD Group"), The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), and the other parties named therein (as supplemented, the "Indenture"), as supplemented by the First Supplemental Indenture, dated as of November 2, 2006, the Second Supplemental Indenture, dated as of February 7, 2007, the Third Supplemental Indenture, dated as of June 29, 2007, the Fourth Supplemental Indenture, dated as of August 10, 2007, the Fifth Supplemental Indenture, dated as of May 7, 2008, and the Sixth Supplemental Indenture, dated December 18, 2008, the Seventh Supplemental Indenture, dated as of July 27, 2009, and the Eighth Supplemental Indenture, dated as of December 2, 2009, in each case among TD Group, the subsidiaries of TransDigm named therein and the Trustee, TransDigm, TD Group, Semco, certain other direct and indirect subsidiaries of TransDigm named therein and the Trustee entered into a Ninth Supplemental Indenture to the Indenture (the "Ninth Supplemental Indenture"). Pursuant to the terms of the Ninth Supplemental Indenture, Semco agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Indenture.

On September 3, 2010, in connection with the Merger and in accordance with the terms of our Indenture, dated as of October 6, 2009, among TransDigm, TD Group, the Trustee, and the other parties named therein (as supplemented, the "2009 Indenture"), as supplemented by the First Supplemental Indenture, dated as of December 2, 2009, TransDigm, TD Group, Semco, certain other direct and indirect subsidiaries of TransDigm named therein and the Trustee entered into a Second Supplemental Indenture to the 2009 Indenture (the "Second Supplemental Indenture"). Pursuant to the terms of the Second Supplemental Indenture, Semco agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the 2009 Indenture.

On September 3, 2010, in connection with the Merger and in accordance with the terms of that certain (i) Credit Agreement, dated as of June 23, 2006, among TransDigm, TD Group and the other parties named therein, as amended by that certain Amendment No. 1, Consent and Agreement, dated as of January 25, 2007 (as so amended, the "Credit Agreement"), and (ii) Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm, TD Group, Credit Suisse, as administrative agent and collateral agent, and the other parties named therein (as previously supplemented, the "Guarantee and Collateral Agreement"), Semco and Credit Suisse entered into Supplement No. 9 to the Guarantee and Collateral Agreement ("Supplement No. 9") and a Joinder Agreement to the Credit Agreement (the "Joinder Agreement"). Pursuant to the terms of Supplement No. 9, Semco agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Credit Agreement from time to time. In addition, under the terms of Supplement No. 9, Semco pledged substantially all of its assets to secure its guaranteed obligations under the Credit Agreement. Pursuant to the terms of the Joinder Agreement, Semco has agreed that it will be deemed to be a "Loan Party" and a "Loan Guarantor" for all purposes of the Credit Agreement.

The above summaries of the Ninth Supplemental Indenture, the Second Supplemental Indenture, Supplement No. 9 and the Joinder Agreement are qualified in their entirety by reference to the Ninth Supplemental Indenture, the Second Supplemental Indenture, Supplement No. 9 and the Joinder Agreement, which are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

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

- 3.1 Certificate of Incorporation of Semco Instruments, Inc.
- 3.2 Amended and Restated Bylaws of Semco Instruments, Inc.
- 10.1 Ninth Supplemental Indenture, dated as of September 3, 2010, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Trust Company, N.A., as trustee.
- 10.2 Second Supplemental Indenture, dated as of September 3, 2010, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Trust Company, N.A., as trustee.
- 10.3 Supplement No. 9, dated as of September 3, 2010, between Semco Instruments, Inc. and Credit Suisse, as collateral agent and administrative agent, to the Guarantee and Collateral Agreement, dated as of June 23, 2006, among TransDigm Inc., TransDigm Group Incorporated, the subsidiaries of TransDigm Inc. named therein and Credit Suisse, as administrative agent and collateral agent.
- 10.4 Joinder Agreement, dated as of September 3, 2010, between Semco Instruments, Inc. and Credit Suisse, as agent.

SIGNATURES

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

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Gregory Rufus
Executive Vice President, Chief
Financial Officer and Secretary

Date: September 7, 2010

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
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3.2	Amended and Restated Bylaws of Semco Instruments, Inc.
10.1	Ninth Supplemental Indenture, dated as of September 3, 2010, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Trust Company, N.A., as trustee.
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10.4	Joinder Agreement, dated as of September 3, 2010, between Semco Instruments, Inc. and Credit Suisse, as agent.

CERTIFICATE OF INCORPORATION
OF
SEMCO CONTROLS, INC.

7785-65

FILED

FEB 9 1912 *JOANE*

Walter H. Simpson
SECRETARY OF STATE

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CERTIFICATE OF INCORPORATION
OF
SEMCO CONTROLS, INC.

1. The name of the corporation is SEMCO CONTROLS, INC.

2. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, 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:

(a) Primarily and specifically to engage in scientific engineering and sales of products, processes, and equipment, in or outside this state, wherever located;

(b) To manufacture, use and deal in all materials and articles required in the scientific engineering and sales process, and all appliance, products, and property thereto;

(c) To undertake, conduct, manage, assist, promote, and to engage in or participate in every kind of research, scientific design or developmental work, pertaining to the manufacture, use, sale, lease of products;

(d) To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

(e) To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

(f) To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

(g) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

(h) To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

(i) 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, 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 of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

(j) To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interests therein, wherever situated.

(k) In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

(l) The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

4. The total number of shares of stock which the corporation shall have authority to issue is Two Million Two Hundred Thousand (2,200,000) of which stock Two Million (2,000,000) shares of the par value of One Cent (\$.01) each, amounting in the aggregate to Twenty Thousand Dollars (\$20,000) shall be Class A stock and of which Two Hundred Thousand (200,000) shares of the par value of Ten Cents (\$.10) each, amounting in the aggregate to Twenty Thousand Dollars (\$20,000) shall be Class B stock.

The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof are as follows:

(a) Dividends. The holders of the Class A shares and Class B shares, outstanding at the time, shall participate equally in dividends, share and share alike, as and when declared by the Board of Directors.

(b) Liquidation. In the event of the dissolution, liquidation, or winding up of the Corporation, or a sale of all its assets, whether voluntary or involuntary, or in the event of its insolvency, the assets and funds of the corporation shall be distributed among and paid to the holders of the Class A shares and Class B shares, share and share alike, and in proportion to their shareholdings. The foregoing provisions of this paragraph shall not, however, be deemed to require the distribution of assets among the holders of the Class A shares and the holders of the Class B shares in the event of a consolidation, merger, lease, or sale, which does not in fact result in the liquidation or winding up of the enterprise.

(c) Conversion. Each of the Class B shares of the Corporation may, from time to time, at the option of the holder thereof, be converted into Ten (10) Class A shares; but only when and if the pre-tax earnings of the corporation in any one fiscal year equals or exceeds Fifty Cents (\$.50) per share based on the average number of Class A shares outstanding entering such fiscal year, including any Class A shares outstanding as a result of any prior conversions of Class B shares. Upon such event, the Class B shares may be convertible at the rates set forth in the following table. Conversion rights are based on the earnings in each fiscal year and such earnings shall not be accumulated from year to year for the purpose of determining conversion rights in any such fiscal year. The rate of conversion is based upon the total number of Class B shares originally outstanding and not upon the balance of class B shares remaining after conversion rights in part have been exercised. Any Class B shares not converted into Class A shares pursuant to the following table, for any reason, on or before December 31, 1978, shall be converted on the basis of one Class A share for each Class B share tendered thereafter for conversion, said conversion to be within Ninety (90) days from December 31, 1978.

TABLE OF CLASS B CONVERSION PRIVILEGES

<u>Minimum Pre-Tax Annual Earnings</u>	<u>Maximum Percentages of Outstanding Class B Available for Conversion</u>
\$.50	12.5%
\$.75	25 %
\$1.00	37.5%
\$1.25	50 %
\$1.50	62.5%
\$1.75	75 %
\$2.00	87.5%
\$2.25	100 %

For the purpose of determining such convertibility, the term “pre-tax net annual earnings” shall mean the cumulative balance of net profits, income, gains, and losses (other than direct charges to surplus) of the Corporation and its subsidiaries, without deducting distributions therefrom to shareholders or transfers therefrom to stated capital or capital surplus, and prior to the deduction of, or the establishing of, a provision for any state or federal income taxes for each fiscal year. Where there are two or more holders of the issued and outstanding Class B shares, the right of conversion may be exercised by each holder of Class B shares in the same proportion as the number of Class B shares held by each such holder bears to the total number of the issued and outstanding Class B shares at that time. The holder of Class B shares desiring to avail himself of the option for conversion of shares as herein provided shall surrender up and deliver, duly endorsed in blank, the certificates representing the Class B shares to be converted to the duly designated and acting transfer agent of the corporation, and, at the same time, notify such transfer agent in writing over his signature that he desires to convert his Class B shares into Class A shares pursuant to these provisions. Upon receipt by the transfer agent of a certificate or certificates representing Class B shares with notice that the holder thereof desires to convert the same, all as herein provided, the corporation shall forthwith cause to be issued to the holder of the Class B shares surrendering the same Class A shares for each of the Class B shares surrendered for conversion, in accordance with the provisions contained herein, issuing and delivering to such holder a certificate in due form for such Class A shares.

Class B shares which have been converted hereunder shall not be deemed issued shares in computing stated capital or for determining conversion rights hereunder, and they may be eliminated as provided by law.

(d) Antidilution. The number of Class A shares into which the Class B shares may be converted and the per share pre-tax earnings of the corporation required to be earned by the corporation in any fiscal year pursuant to the TABLE OF CLASS B CONVERSION PRIVILEGES as set out in paragraph (c) hereof shall be subject to adjustment from time to time in the event the corporation shall be recapitalized through the sub-division or combination of its outstanding common shares into a greater or smaller number of shares, then in each such case the number of Class A shares into which Class B shares may be converted and the per share pre-tax earnings required to be earned by the corporation in any fiscal year shall be increased or reduced accordingly.

At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

5. The name and mailing address of each incorporator is as follows:

NAME

JACK GOLDMAN

MAILING ADDRESS

2709 McConnell Drive
Los Angeles, California 90064

HARVEY S. GILBERT

14929 Bryant Street
Panorama City, California 91402

PAUL G. ALBERGHETTI

1424 Rising Glen Road
Los Angeles, California 90069

6. The corporation is to have perpetual existence.

7. 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 by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, 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; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or by-laws, expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

When and as authorized by the stockholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. 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.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

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 upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators herein- before 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 our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 4th day of February, 1972.

/s/ Jack Goldman
JACK GOLDMAN

/s/ Harvey S. Gilbert
HARVEY S. GILBERT

/s/ Paul G. Alberghetti
PAUL G. ALBERGHETTI

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 4th day of February, 1972, before me, the undersigned, a Notary Public in and for said County and State residing therein, duly commissioned and sworn, personally appeared JACK GOLDMAN, HARVEY S. GILBERT and PAUL G. ALBERGHETTI, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



/s/ Marilyn M. Lightner
Notary Public

CERTIFICATE OF AMENDMENT BEFORE PAYMENT
OF CAPITAL

OF

SEMCO CONTROLS, INC.

7788-65
FILED

FEB 28 1972 10/177

Walter H. Simpson
SECRETARY OF STATE

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CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

BEFORE PAYMENT OF CAPITAL OF SEMCO CONTROLS, INC.

SEMCO CONTROLS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That Article 1. of the Certificate of Incorporation be and hereby is amended to read as follows:

“1. The name of this corporation is SEMCO INSTRUMENTS, INC.”

SECOND: That the corporation has not received any payment for any of its stock.

THIRD: This amendment has been duly adopted in accordance with the provisions of Section 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, SEMCO CONTROLS, INC. has caused this Certificate to be signed by M. S. MOORE, President of SEMCO CONTROLS, INC. and attested by Irene Hudson, Secretary of SEMCO CONTROLS, INC. this 24th day of February, 1972.

SEMCO CONTROLS, INC.

By /s/ M. S. Moore

M. S. Moore, President

ATTESTED:

SEMCO CONTROLS, INC.

By /s/ Irene Hudson

Irene Hudson, Secretary

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SEMCO INSTRUMENTS, INC.

FILED

Sept. 7, 1982 *gjm*

William C. Kuylen
SECRETARY OF STATE

SEMCO INSTRUMENTS, INC., a Delaware Corporation, does hereby certify that:

FIRST: Article 4 of the Certificate of Incorporation is hereby amended to read as follows:

"4. The total number of shares of stock which the corporation shall have authority to issue is 5,000,000 shares of Class A Common Stock, \$.01 par value per share.

At all elections of directors of the Corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit."

SECOND: Such amendment was adopted by resolution of the Board of Directors at a meeting of the Board of

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Directors held on August 5, 1982, and approved by a majority of the outstanding shares of stock entitled to vote at the Annual Meeting of Stockholders held on August 5, 1982.

THIRD: Such amendment has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

FOURTH: The capital of the corporation will not be reduced under or by reason of said amendment.

Upon the filing of this Certificate with the Delaware Secretary of State each outstanding share of Class A Common Stock of One Cent (\$0.01) par value will be redenominated and converted into two (2) shares of Class A Common Stock of One Cent (\$0.01) par value.

IN WITNESS WHEREOF, SEMCO INSTRUMENTS, INC. (the "Company"), has caused this certificate to be signed by M.S. Moore, President of the Company and attested by Ed Boyer, Secretary of the Company, this 6th day of August, 1982.

SEMCO INSTRUMENTS, INC.

By: /s/ M. S. Moore
M. S. Moore, President

ATTESTED:

/s/ Ed Boyer
Ed Boyer, Secretary

8409400180

Certificate
for Renewal and Revival of Charter

FILED

DEC 5 1984 10AM

Alan C. Kuylen

Semco Instruments, Inc. 07788-65 a corporation organized under the laws of Delaware, the certificate of incorporation of which was filed in the office of the Secretary of State on the 9th day of February, 1972, and recorded in the office of the Recorder of Deeds for New Castle County, the charter of which was Voided for non-payment 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 Semco Instruments, Inc.

2. Its registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, City of Wilmington ZIP CODE 19801 County of New Castle the name and address of its registered again is The Corporation Trust Company.

3. The date when the restoration, renewal, and revival of the charter of this company is to commence is the twenty-ninth day of February, 1984 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. 1984 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, providing for the renewal, extension and restoration of charters, M. S. Moore the last and acting President, and Edwin H. Boyer, the last and acting Secretary of Semco Instruments, Inc., have hereunto set their hands to this certificate this 4th day of December 1984.

/s/ M. S. Moore

LAST AND ACTING PRESIDENT

ATTEST: /s/ Edwin H. Boyer

LAST AND ACTING SECRETARY

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SEMCO INSTRUMENTS, INC.

FILED
DEC 10 1984 3P.M.
Alvan C. Keibler
SECRETARY OF STATE

SEMCO INSTRUMENTS, INC., a Delaware Corporation, does hereby certify that:

FIRST: Article 4 of the Certificate of Incorporation is hereby amended to read as set forth in full as follows:

4. The total number of shares of stock which the corporation shall have authority to issue is 5,000,000 shares of Class A Common Stock, \$.01 par value per share.

At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provisions as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of Directors to be elected by him, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

On the effective date of the amendment of this Article, each outstanding share of the Class A Common Stock, \$.01 par value per share, of this corporation shall be split up, converted into and become two shares of Class A Common Stock, \$.01 par value per share.

SECOND: Such amendment was adopted by resolution of the Board of Directors at a meeting of the Board of Directors held on October 31, 1984 and approved through Action by Consent of the Majority Stockholder of SEMCO INSTRUMENTS, INC., dated this 3rd day of December, 1984.

THIRD: Such amendment has been duly adopted in accordance with the provisions of Section 242 of the Delaware Corporation Law.

FOURTH: The capital of the corporation will not be reduced under or by reason of said amendment.

Upon the filing of this Certificate with the Delaware Secretary of State each outstanding share of Class A Common Stock of \$.01 par value will be redenominated and converted into two shares of Class A Common Stock of \$.01 par value.

IN WITNESS WHEREOF, SEMCO INSTRUMENTS, INC. (the "Company"), has caused this certificate to be signed by M. S. Moore, President of the Company and attested by Ed Boyer, Secretary of the Company, this 3rd day of December, 1984.

SEMCO INSTRUMENTS, INC.

By /s/ M. S. Moore

GENERAL ACKNOWLEDGMENT

NO. 301

State of California
County of Los Angeles

} SS.

On this the 4 day of December 1984, before me. Pilar Connelly, the undersigned Notary Public, personally appeared Ed Boyer & Manuel Samuel Moore

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

/s/ Pilar Connelly

Notary's Signature



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FILED 10 AM
AUG 31 1987
Michael H. ...
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SEMCO INSTRUMENTS, INC.

SEMCO INSTRUMENTS, INC., a Delaware Corporation, does hereby certify that:

FIRST: The first paragraph of Article 4 of the Certificate of Incorporation is hereby amended to read as set forth in full as follows:

4. The total number of shares of stock which the corporation shall have authority to issue is 6,000,000 shares of Class A Common Stock, \$.01 par value per share.

SECOND: Such amendment was adopted by resolution of the Board of Directors on July 30, 1987 by unanimous written consent and approved through Action by Consent of the Majority Stockholders, dated the 30th day of July, 1987.

THIRD: Such amendment has been duly adopted in accordance with the provisions of Section 242 of the Delaware Corporation Law.

FOURTH: The capital of the corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, Semco Instruments, Inc. has caused

this Certificate to be signed by M.S. Moore, its President of the Company and attested by Edwin Boyer, its Secretary this 30th day of July, 1987.

SEMCO INSTRUMENTS, INC.

By /s/ M.S. Moore
M.S. Moore, President

ATTESTED:

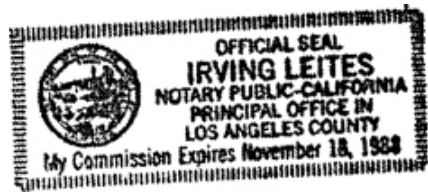
/s/ Edwin Boyer
Edwin Boyer - Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On July 30, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared M.S. Moore, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President and Secretary personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of SEMCO INSTRUMENTS, INC. and acknowledged to me that such Corporation executed it pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

/s/ Irving Leites
Notary Public



CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SEMCO INSTRUMENTS, INC.

FILED

OCT 28 1988

10 AM
Robert J. ...
REGISTRAR OF DEEDS

SEMCO INSTRUMENTS, INC., a Delaware Corporation, does hereby certify that:

FIRST: The following paragraph shall be added as Article 11 of the Certificate of Incorporation to read as set forth in full as follows:

11. No director of the corporation shall have any personal liability to the corporation or its stockholders for momentary damages for breach of fiduciary duty as a director, except in the following instances:

- (a) For acts or omissions in breach of the director's duty of loyalty to the corporation or its stockholders;
- (b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law;
- (c) For acts or omissions authorizing the corporation to engage in transactions in violation of section 174 of the General Corporation law; or
- (d) For engaging in any transaction through which

the director derived an improper personal benefit.

The limitation of liability provided for by this Article 11 shall not serve to eliminate or limit the liability of any director for any act or omission which occurred prior to the effective date hereof.

SECOND: Such amendment was adopted by resolution of the Board of Directors on July 27, 1988 by unanimous written consent and approved through Action by consent of the Majority Stockholders, dated the 27th day of July, 1988.

THIRD: Such amendment had been duly adopted in accordance with the provisions of Section 242 of the Delaware Corporation Law.

IN WITNESS WHEREOF, Semco Instruments, Inc. has caused this Certificate to be signed by M.S. Moore, its President of the Company and attested by Edwin Boyer, its Secretary this 12th day of October, 1988.

SEMCO INSTRUMENTS, INC.

By: /s/ M. S. Moore

M. S. Moore, President

ATTESTED:

/s/ Edwin Boyer

Edwin Boyer-Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On October 12, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared M.S. Moore personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as M.S. Moore personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of SEMCO INSTRUMENTS, INC. and acknowledged to me that such Corporation executed it pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



/s/ Irving Leites
Notary Public

AMENDED AND RESTATED BY-LAWS
OF
SEMCO INSTRUMENTS, INC.

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, 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 General Corporation Law of the State of Delaware.

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 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, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Corporation shall hold office during the pleasure of the board of directors, and, unless sooner removed by the board of directors, until the annual meeting of the board of directors following the date of their election and until their successors are chosen and qualified. The board of directors may remove any officer at any time, with or without cause. Subject to the provisions of Section 6 of Article V of these By-laws, a vacancy in any office, however created, shall be filled by the board of directors.

ARTICLE V

Duties of Officers

Section 1. Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the board of directors and meetings of 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 General Corporation Law of the State of Delaware 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.

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 September 3, 2010

To

Indenture Dated as of June 23, 2006

by and among

TRANSDIGM INC.,

TRANSDIGM GROUP INCORPORATED,

the GUARANTORS named therein and

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

7- ³/₄% Senior Subordinated Notes due 2014

of TransDigm Inc.

NINTH SUPPLEMENTAL INDENTURE

NINTH SUPPLEMENTAL INDENTURE (this "SUPPLEMENTAL INDENTURE"), dated as of September 3, 2010, among Semco Instruments, Inc., a Delaware corporation (the "GUARANTEEING SUBSIDIARY"), TransDigm Inc., a Delaware corporation (the "COMPANY"), TransDigm Group Incorporated, a Delaware corporation ("TD GROUP"), Adams Rite Aerospace, Inc., a California corporation ("ADAMS RITE"), MarathonNorco Aerospace, Inc., a Delaware corporation ("MARATHON"), Champion Aerospace LLC, a Delaware limited liability company and successor to Champion Aerospace Inc. ("CHAMPION"), Avionic Instruments LLC, a Delaware limited liability company and successor to Avionic Instruments Inc. ("AVIONIC"), Skurka Aerospace Inc., a Delaware corporation ("SKURKA"), CDA InterCorp LLC, a Florida limited liability company and successor to CDA InterCorp ("CDA"), Aviation Technologies, Inc., a Delaware corporation ("ATI"), Avtech Corporation, a Washington corporation ("AVTECH"), Transicoil LLC, a Delaware limited liability company and successor to Transicoil Corp. ("TRANSICOIL"), AeroControlex Group, Inc., a Delaware corporation ("AEROCNTROLEX"), Malaysian Aerospace Services, Inc., a Delaware corporation ("MALAYSIAN"), Bruce Aerospace, Inc., a Delaware corporation ("BRUCE AEROSPACE"), Bruce Industries, Inc., a Colorado corporation ("BRUCE INDUSTRIES"), CEF Industries, LLC, a Delaware limited liability company ("CEF"), Aircraft Parts Corporation, a New York corporation ("APC"), Acme Aerospace, Inc., a Delaware corporation ("ACME"), Dukes Aerospace, Inc., a Delaware corporation ("Dukes" and, together with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Malaysian, Bruce Aerospace, Bruce Industries, CEF, APC and Acme, the "EXISTING GUARANTORS"), and The Bank of New York Mellon Trust Company, N.A., as trustee under the indenture referred to below (the "TRUSTEE").

W I T N E S S E T H

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as supplemented by the First Supplemental Indenture thereto, dated as of November 2, 2006, Second Supplemental Indenture, dated as of February 7, 2007, Third Supplemental Indenture, dated as of June 29, 2007, Fourth Supplemental Indenture, dated as of August 10, 2007, Fifth Supplemental Indenture, dated as of May 7, 2008, Sixth Supplemental Indenture, dated as of December 16, 2008, Seventh Supplemental Indenture, dated as of July 27, 2009, and Eighth Supplemental Indenture, dated as of December 2, 2009, the "INDENTURE"), dated as of June 23, 2006, providing for the issuance by the Company of 7-³/₄% Senior Subordinated Notes due 2014 (the "NOTES") and the guarantees thereof by each of the Existing Guarantors;

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

WHEREAS, all things necessary to make this Supplemental Indenture the legal, valid and binding obligation of the Company, the Existing Guarantors and the Guaranteeing Subsidiary have been done; and

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

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

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

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

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

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

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

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

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

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

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

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

TRANSDIGM INC.

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

TRANSDIGM GROUP INCORPORATED

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

CHAMPION AEROSPACE LLC

By: TransDigm Inc., its sole member

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

ADAMS RITE AEROSPACE, INC.

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

MARATHONNORCO AEROSPACE, INC.

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

AVIONIC INSTRUMENTS LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

SKURKA AEROSPACE INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Assistant Secretary

CDA INTERCORP LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

AVIATION TECHNOLOGIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AVTECH CORPORATION

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

TRANSICOIL LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

AEROCONTROLEX GROUP, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

MALAYSIAN AEROSPACE SERVICES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

BRUCE AEROSPACE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

BRUCE INDUSTRIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

CEF INDUSTRIES, LLC

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AIRCRAFT PARTS CORPORATION

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

ACME AEROSPACE, INC.

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

DUKES AEROSPACE, INC.

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

SEMCO INSTRUMENTS, INC.

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

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

By: /s/ Ted Mosterd

Name: Ted Mosterd

Title: Associate

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

SECOND SUPPLEMENTAL INDENTURE

Dated as of September 3, 2010

To

Indenture Dated as of October 6, 2009

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- ³/₄% Senior Subordinated Notes due 2014

of TransDigm Inc.

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "SUPPLEMENTAL INDENTURE"), dated as of September 3, 2010, among Semco Instruments, Inc., a Delaware corporation (the "GUARANTEEING SUBSIDIARY"), TransDigm Inc., a Delaware corporation (the "COMPANY"), TransDigm Group Incorporated, a Delaware corporation ("TD GROUP"), Adams Rite Aerospace, Inc., a California corporation ("ADAMS RITE"), MarathonNorco Aerospace, Inc., a Delaware corporation ("MARATHON"), Champion Aerospace LLC, a Delaware limited liability company ("CHAMPION"), Avionic Instruments LLC, a Delaware limited liability company and successor to Avionic Instruments Inc. ("AVIONIC"), Skurka Aerospace Inc., a Delaware corporation ("SKURKA"), CDA InterCorp LLC, a Florida limited liability company ("CDA"), Aviation Technologies, Inc., a Delaware corporation ("ATI"), Avtech Corporation, a Washington corporation ("AVTECH"), Transicoil LLC, a Delaware limited liability company ("TRANSICOIL"), AeroControlex Group, Inc., a Delaware corporation ("AEROCONTROLEX"), Malaysian Aerospace Services, Inc., a Delaware corporation ("MALAYSIAN"), Bruce Aerospace, Inc., a Delaware corporation ("BRUCE AEROSPACE"), CEF Industries, LLC, a Delaware limited liability company ("CEF"), Aircraft Parts Corporation, a New York corporation ("APC"), Acme Aerospace, Inc., a Delaware corporation ("ACME"), Dukes Aerospace, Inc., a Delaware corporation ("Dukes" and, together with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Malaysian, Bruce Aerospace, CEF, APC and Acme, the "EXISTING GUARANTORS"), and The Bank of New York Mellon Trust Company, N.A., as trustee under the indenture referred to below (the "TRUSTEE").

W I T N E S S E T H

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as supplemented by the First Supplemental Indenture thereto, dated as of December 2, 2009, the "INDENTURE"), dated as of October 6, 2009, providing for the issuance by the Company of 7-³/₄% Senior Subordinated Notes due 2014 (the "NOTES") and the guarantees thereof by each of the Existing Guarantors;

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

WHEREAS, all things necessary to make this Supplemental Indenture the legal, valid and binding obligation of the Company, the Existing Guarantors and the Guaranteeing Subsidiary have been done; and

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

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

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. GUARANTEE, ETC. The Guaranteeing Subsidiary hereby agrees that from and after the date hereof it shall be a Guarantor under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This 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 Guarantoring Subsidiary agrees that the Guarantee granted by it pursuant to the terms hereof shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

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

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

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

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

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

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

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

TRANSDIGM INC.

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

TRANSDIGM GROUP INCORPORATED

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

CHAMPION AEROSPACE LLC

By: TransDigm Inc., its sole member

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

ADAMS RITE AEROSPACE, INC.

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

MARATHONNORCO AEROSPACE, INC.

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

AVIONIC INSTRUMENTS LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

SKURKA AEROSPACE INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Assistant Secretary

CDA INTERCORP LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

AVIATION TECHNOLOGIES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AVTECH CORPORATION

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

TRANSICOIL LLC

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and
Chief Financial Officer

AEROCONTROLEX GROUP, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

MALAYSIAN AEROSPACE SERVICES, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

BRUCE AEROSPACE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

CEF INDUSTRIES, LLC

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AIRCRAFT PARTS CORPORATION

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

ACME AEROSPACE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

DUKES AEROSPACE, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

SEMCO INSTRUMENTS, INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

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

By: /s/ Ted Mosterd

Name: Ted Mosterd

Title: Associate

SUPPLEMENT NO. 9 dated as of September 3, 2010 (this "Supplement"), to the Guarantee and Collateral Agreement dated as of June 23, 2006 (the "Guarantee and Collateral Agreement"), among TRANSDIGM INC., a Delaware corporation (the "Borrower"), TRANSDIGM GROUP INCORPORATED, a Delaware corporation ("Holdings"), each subsidiary of the Borrower from time to time party thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of June 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Credit Suisse AG, as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders, as amended by (i) that certain Amendment No. 1, Consent and Agreement dated as of January 25, 2007 and (ii) that certain Assumption Agreement dated as of February 7, 2007.

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

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

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

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

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

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

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

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary and the New Subsidiary's organization number (or equivalent) from its jurisdiction of formation, (b) set forth on Schedule II attached hereto is a true and correct schedule of any and all (i) Equity Interests and debt securities now owned by the New Subsidiary and (ii) Intellectual Property now owned by the New Subsidiary and (c) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

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

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

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

or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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

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

[Remainder of page intentionally left blank]

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

SEMCO INSTRUMENTS, INC.

by /s/ Gregory Rufus

Name: Gregory Rufus
Title: Secretary and Treasurer

Address:
c/o TransDigm Inc.
The Tower at Erieview
1301 East 9th Street, Suite 3710
Cleveland, OH 44114
Attn: Gregory Rufus
Facsimile No: (216) 706-2937

Legal Name: Semco Instruments, Inc.

Jurisdiction
of Formation: Delaware

Location of Chief
Executive Office:
25700 Rye Canyon Road
Valencia, CA 91355

Supplement No. 9 to Guarantee and Collateral Agreement

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Agent

by /s/ Ari Bruger

Name: Ari Bruger

Title: Vice President

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

Supplement No. 9 to Guarantee and Collateral Agreement

LOCATION OF COLLATERAL – SEMCO INSTRUMENTS, INC.

<u>Description</u>	<u>Location</u>
Inventory, machinery, equipment and other personal property	25700 Rye Canyon Road Valencia, CA 91355
Inventory, machinery, equipment and other personal property	Avenida Libre Comercio numero 6 Parque Industrial Nuevo Nogales Nogales, Sonora, Mexico

JURISDICTION OF FORMATION

Delaware

ORGANIZATION NUMBER (OR EQUIVALENT) (FROM JURISDICTION OF FORMATION)

0778865

Schedule I-1

Pledged Securities of the New Subsidiary

CAPITAL STOCK

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
Semco Instruments, Inc.	A1	TransDigm Inc.	4,824,204 shares of Class A Common Stock	100%

DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
NONE			

INTELLECTUAL PROPERTY

Trade Names and Unregistered Trademarks:

Semco
 Semco Instruments
 Semco Instruments, Inc.
 SEMPAK
 SEMFLEX

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 3, 2010, is entered into between SEMCO INSTRUMENTS, INC., a Delaware corporation (the "New Subsidiary"), and CREDIT SUISSE AG, as Agent, under that certain Credit Agreement, dated as of June 23, 2006 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent, as amended by (i) that certain Amendment No. 1, Consent and Agreement dated as of January 25, 2007 and (ii) that certain Assumption Agreement dated as of February 7, 2007. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Loan Guarantors, to the Agent and the Lenders, the prompt payment of the Secured Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with the Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Agent in accordance with the Credit Agreement, except for items listed on Schedule I hereto which will be executed and delivered as soon as practical.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall

constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic transmission (including in pdf format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

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

SEMCO INSTRUMENTS, INC.

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Secretary and Treasurer

Semco Instruments, Inc. Joinder Agreement

Acknowledged and accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Agent

by /s/ Ari Bruger

Name: Ari Bruger

Title: Vice President

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

Semco Instruments, Inc. Joinder Agreement

SCHEDULE I

ITEMS TO BE EXECUTED AND DELIVERED

None.

Schedule I-1