

TRANSFER CERTIFICATE

To: Credit Suisse AG, Cayman Islands Branch as Interim Facility Agent

From: Barclays Bank PLC, BNP Paribas SA, BNP Paribas Fortis SA/NV, Credit Suisse International, Credit Suisse AG, Cayman Islands Branch, Goldman Sachs Bank USA, HSBC Bank plc, Jefferies Finance LLC, Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, and UniCredit Bank AG (each an “Existing Interim Lender”, and collectively, the “Existing Interim Lenders”)

Lloyds Bank plc (the “New Interim Lender”)

Dated: 7 September 2021

Cobham Ultra SeniorCo S.à r.l. – Interim Facilities Agreement dated 13 August 2021 (as amended and/or restated from time to time) (the “Interim Facilities Agreement”)

1. We refer to the Interim Facilities Agreement. This is a Transfer Certificate. Terms defined in the Interim Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 25.5 (*Procedure for transfer*) of the Interim Facilities Agreement:
 - (a) each Existing Interim Lender and the New Interim Lender agree to each Existing Interim Lender transferring to the New Interim Lender by novation all or part of each Existing Interim Lender's respective Interim Facility Commitments, rights and obligations referred to in Schedule A hereto in accordance with Clause 25.5 (*Procedure for transfer*) of the Interim Facilities Agreement (the “**Transferred Rights and Obligations**”).
 - (b) For the purpose of article 1278 of the Luxembourg Civil Code, the Existing Interim Lenders and the New Interim Lender explicitly agree that upon the transfer pursuant to this Transfer Certificate, any securities and guarantees created under the Interim Finance Documents shall be preserved for the benefit of the New Interim Lender and the other Interim Finance Parties.
 - (c) The proposed Transfer Date is the date of this Transfer Certificate.
3. The New Interim Lender expressly acknowledges the limitations on the Existing Interim Lender's obligations set out in paragraph (c) of Clause 25.4 (*Limitation of responsibility of Existing Interim Lenders*) of the Interim Facilities Agreement.
4. The New Interim Lender confirms that it is a Qualifying Interim Lender in respect of an Obligor whose tax jurisdiction is the United Kingdom and a Qualifying Interim Lender by virtue of being a Treaty Interim Lender in respect of an Obligor whose tax jurisdiction is Luxembourg.
5. The Obligors’ Agent, each Existing Interim Lender and the New Interim Lender agree (as applicable), as follows:
 - (a) the Obligors’ Agent, consents to each transfer in accordance with this Transfer Certificate for the purposes of paragraph (b) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement;
 - (b) the Obligors’ Agent releases each Existing Interim Lender from its obligations set out in paragraphs (b) and (g) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement, in respect of its Transferred Rights and Obligations under this Transfer Certificate only, *provided that* for the avoidance of doubt, each Existing Interim

Lender will continue to be bound by paragraphs (b) and (g) of Clause 25.2 (*Transfers by Interim Lenders*) of the Interim Facilities Agreement in respect of its Interim Commitments that do not constitute Transferred Rights and Obligations under this Transfer Certificate;

- (c) The New Interim Lender agrees and acknowledges that it shall be bound by the obligations set out in the Interim Facilities Agreement (including, for the avoidance of doubt, under paragraphs (b) and (g) of Clause 25.2 (*Transfers by Interim Lenders*)) in respect of its Transferred Rights and Obligations as if the New Interim Lender had been an Original Interim Lender; and
- (d) the fee to the Interim Facility Agent (for its own account) provided for under paragraph (i) of Clause 25.2 (*Transfers by Interim Lenders*) shall not be due with respect to the transfer of the Transferred Rights and Obligations under this Transfer Certificate.

The Company (in its capacity as Obligors' Agent) is a party to this Transfer Certificate solely to provide the waivers and consents set out in this paragraph 5.

- 6. Save as expressly contemplated herein, nothing in this Transfer Certificate shall constitute or be deemed to constitute a waiver or release of any right or remedy of an Interim Finance Party under any of the Interim Documents, nor otherwise prejudice any right or remedy of an Interim Finance Party under the Interim Documents.
- 7. For the avoidance of doubt, this Transfer Certificate is incremental to the Transfer Certificate dated 3 September 2021, which remains in full force and effect. Hence, following the acceptance by the Interim Facility Agent of the Transferred Rights and Obligations under this Transfer Certificate, the Interim Facility B (EUR) Commitments, Interim Facility B (USD) Commitments and Interim Revolving Facility Commitments of each Interim Lender will be as specified next to each Interim Lender's name in Schedule B hereto.
- 8. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.
- 9. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 10. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Interim Lender's interest in the Interim Security in all jurisdictions. It is the responsibility of the New Interim Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Interim Lender's Interim Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

SCHEDULE A

COMMITMENT/RIGHTS AND OBLIGATIONS TO BE TRANSFERRED

<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	Interim Facility B (EUR) Commitment to be transferred (£)	Interim Facility B (USD) Commitment to be transferred (£)	Interim SUN Facility Commitment to be transferred (£)	Interim Revolving Facility Commitment to be transferred (£)
Barclays Bank PLC	Lloyds Bank plc – <i>Qualifying Interim Lender in respect of an Obligor whose tax jurisdiction is the United Kingdom and a Qualifying Interim Lender by virtue of being a Treaty Interim Lender in respect of an Obligor whose tax jurisdiction is Luxembourg</i>	1,291,500	1,937,250	-	598,500
BNP Paribas SA		830,250	1,245,375	-	19,237.50
BNP Paribas Fortis SA/NV		-	-	-	365,512.50
Credit Suisse International		£830,250	-	-	384,750
Credit Suisse AG, Cayman Islands Branch		-	1,245,375	-	
HSBC Bank plc		830,250	1,245,375	-	384,750
Jefferies Finance LLC		830,250	1,245,375	-	384,750
Morgan Stanley Senior Funding, Inc.		492,000	738,000	-	228,000
Royal Bank of Canada		492,000	738,000	-	228,000
Goldman Sachs Bank USA		307,500	461,250	-	142,500
UniCredit Bank AG		246,000	369,000	-	114,000
Total:		6,150,000	£9,225,000	-	2,850,000
		15,375,000			



SCHEDULE B

INTERIM FACILITY COMMITMENTS

<i>Interim Lender</i>	Interim Facility B (EUR) Commitment (£)	Interim Facility B (USD) Commitment (£)	Interim Revolving Facility Commitment (£)
Barclays Bank PLC	77,920,500	116,880,750	36,109,500
BNP Paribas SA	50,091,750	75,137,625	1,160,662.50
BNP Paribas Fortis SA/NV	0	0	22,052,587.50
Credit Suisse International	50,091,750	0	23,213,250
Credit Suisse AG, Cayman Islands Branch	0	75,137,625.00	0
HSBC Bank plc	50,091,750	75,137,625	23,213,250
Jefferies Finance LLC	29,591,750	44,387,625	8,963,250
Morgan Stanley Senior Funding, Inc.	29,684,000	44,526,000	13,756,000
Royal Bank of Canada	29,684,000	44,526,000	13,756,000
Goldman Sachs Bank USA	18,552,500	27,828,750	8,597,500
UniCredit Bank AG	14,842,000	22,263,000	6,878,000
Lloyds Bank plc	22,550,000	33,825,000	10,450,000
National Westminster Bank plc	0	0	7,600,000
NatWest Markets Plc	16,400,000	24,600,000	0
Sumitomo Mitsui Banking Corporation, London Branch	20,500,000	30,750,000	14,250,000
TOTAL:	£410,000,000	£615,000,000	£190,000,000
	£1,025,000,000		

EXISTING INTERIM LENDER

Barclays Bank PLC

By: 
Name: 
Title Managing Director

EXISTING INTERIM LENDER

BNP Paribas SA

By: _____
T 

By: _____
Name: 
Title  Managing Director

**EXISTING INTERIM LENDER
in respect of the Interim Revolving Facility**

BNP Paribas Fortis SA/NV

By: _____

Name: _____

Title Director

By: _____

Name: _____

Title Managing Director

**EXISTING INTERIM LENDER
in respect of the Interim Facility B (EUR)**

Credit Suisse International

By: 

Name: _____
Title 
director

By: 

Name: 
Title Director

**EXISTING INTERIM LENDER
in respect of the Interim Facility B (USD)**

Credit Suisse AG, Cayman Islands Branch

By:



Name: [Redacted]
Title Authorized Signatory

By:



Name: [Redacted]
Title Authorized Signatory

**EXISTING INTERIM LENDER
in respect of the Interim Revolving Facility**

Credit Suisse International

By:

Name:

Title

director

By:

Name:

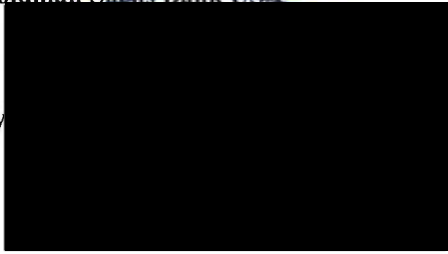
Title

Director

EXISTING INTERIM LENDER

Goldman Sachs Bank USA

By



Authorised Signatory

EXISTING INTERIM LENDER

HSBC Bank plc



By: _____

Name: [REDACTED]
Title Associate General Counsel

EXISTING INTERIM LENDER

Jefferies Finance LLC

By:

[Redacted Signature]

Name: /

Title:

[Redacted Name]

Managing Director

EXISTING INTERIM LENDER

Morgan Stanley Senior Funding, Inc.

By:

[Redacted Signature]

Name: [Redacted Name]

Title: Authorized Signatory

EXISTING INTERIM LENDER

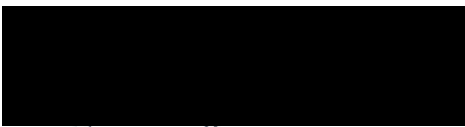
Royal Bank of Canada

By: [Redacted]
Name: [Redacted]
Title: Director

By: [Redacted]
Name: [Redacted]
Title: Managing Director


EXISTING INTERIM LENDER

UniCredit Bank AG

By: 

Name: 
Title: Managing Director

By:  _____

Name: 
Title: Director

NEW INTERIM LENDER

Lloyds Bank plc

By:

[Redacted Signature]

Name: [Redacted]
Title: Associate Director

Facility Office

Address: [Redacted]

Notice Details

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

This Transfer Certificate is accepted and agreed by the Company as Obligors' Agent for the purposes of the consents and waivers set out in paragraph 5 hereof.

For and on behalf of
Cobham Ultra SeniorCo S.à r.l.

nt

Name: _____
Title: Manager

This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as
7 September 2021.



for and on behalf of
Credit Suisse AG, Cayman Islands Branch
as Interim Facility Agent

Name:  _____

Title: Authorized Signatory



for and on behalf of
Credit Suisse AG, Cayman Islands Branch
as Interim Facility Agent

Name:  _____

Title: Authorized Signatory