

## 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, NatWest Markets Plc, National Westminster Bank plc and Sumitomo Mitsui Banking Corporation, London Branch (each a “**New Interim Lender**”, and collectively, the “**New Interim Lenders**”)

Dated:   3   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 each New Interim Lender agree to each Existing Interim Lender transferring to each New Interim Lender by novation all or part of each Existing Interim Lender's respective Interim Facility Commitments, rights and obligations referred to in the Schedule 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 Lenders 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.
  - (d) The Facility Office and address, email address and attention details for notices of each New Interim Lender for the purposes of Clause 21.1 (*Mode of service*) of the Interim Facilities Agreement are set out beneath its respective name in the signature pages to this Transfer Certificate.
3. Each 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. Each New Interim Lender confirms that it is
  - (a) not a Qualifying Interim Lender;
  - (b) a Qualifying Interim Lender (other than a Treaty Interim Lender); or
  - (c) a Qualifying Interim Lender by virtue of being a Treaty Interim Lender (assuming the completion of any procedural formalities),

as specified next to its name in the Schedule.

5. The Obligors' Agent, each Existing Interim Lender and each 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) each 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 such 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. 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.
8. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.
9. 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**

**COMMITMENT/RIGHTS AND OBLIGATIONS TO BE TRANSFERRED**

<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	<b>Interim Facility B (EUR) Commitment to be transferred (£)</b>	<b>Interim Facility B (USD) Commitment to be transferred (£)</b>	<b>Interim SUN Facility Commitment to be transferred (£)</b>	<b>Interim Revolving Facility Commitment to be transferred (£)</b>
Barclays Bank PLC	<i>Lloyds Bank plc – 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>	3,444,000	5,166,000	-	1,596,000.00
BNP Paribas SA		2,214,000	3,321,000	-	51,300.00
BNP Paribas Fortis SA/NV		-	-	-	974,700.00
Credit Suisse International		2,214,000	-	-	1,026,000.00
Credit Suisse AG, Cayman Islands Branch		-	3,321,000	-	-
HSBC Bank plc		2,214,000	3,321,000	-	1,026,000.00
Jefferies Finance LLC		2,214,000	3,321,000	-	1,026,000.00
Morgan Stanley Senior Funding, Inc.		1,312,000	1,968,000	-	608,000.00
Royal Bank of Canada		1,312,000	1,968,000	-	608,000.00
Goldman Sachs Bank USA		820,000	1,230,000	-	380,000.00
UniCredit Bank AG		656,000	984,000	-	304,000.00
<b>Total:</b>		<b>16,400,000</b>	<b>24,600,000</b>	<b>-</b>	<b>7,600,000</b>
<b>Total:</b>		<b>41,000,000</b>		<b>-</b>	<b>7,600,000</b>
<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	<b>Interim Facility B (EUR) Commitment to be transferred (£)</b>	<b>Interim Facility B (USD) Commitment to be transferred (£)</b>	<b>Interim SUN Facility Commitment to be transferred (£)</b>	<b>Interim Revolving Facility Commitment to be transferred (£)</b>
Barclays Bank PLC	<i>NatWest Markets Plc – Qualifying Interim Lender in respect of an Obligor whose tax jurisdiction is the United Kingdom and a Qualifying Interim Lender</i>	3,444,000	5,166,000	-	-
BNP Paribas SA		2,214,000	3,321,000	-	-
BNP Paribas Fortis SA/NV		-	-	-	-
Credit Suisse International		2,214,000	-	-	-
Credit Suisse AG, Cayman Islands Branch		-	3,321,000	-	-

HSBC Bank plc	<i>by virtue of being a Treaty Interim Lender in respect of an Obligor whose tax jurisdiction is Luxembourg</i>	2,214,000	3,321,000	-	-
Jefferies Finance LLC		2,214,000	3,321,000	-	-
Morgan Stanley Senior Funding, Inc.		1,312,000	1,968,000	-	-
Royal Bank of Canada		1,312,000	1,968,000	-	-
Goldman Sachs Bank USA		820,000	1,230,000	-	-
UniCredit Bank AG		656,000	984,000	-	-
<b>Total:</b>		<b>16,400,000</b>	<b>24,600,000</b>	<b>-</b>	<b>-</b>
<b>Total:</b>		<b>41,000,000</b>		<b>-</b>	<b>-</b>
<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	<b>Interim Facility B (EUR) Commitment to be transferred (£)</b>	<b>Interim Facility B (USD) Commitment to be transferred (£)</b>	<b>Interim SUN Facility Commitment to be transferred (£)</b>	<b>Interim Revolving Facility Commitment to be transferred (£)</b>
Barclays Bank PLC	National Westminster 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>	-	-	-	1,596,000.00
BNP Paribas SA		-	-	-	51,300.00
BNP Paribas Fortis SA/NV		-	-	-	974,700.00
Credit Suisse International		-	-	-	1,026,000.00
Credit Suisse AG, Cayman Islands Branch		-	-	-	-
HSBC Bank plc		-	-	-	1,026,000.00
Jefferies Finance LLC		-	-	-	1,026,000.00
Morgan Stanley Senior Funding, Inc.		-	-	-	608,000.00
Royal Bank of Canada		-	-	-	608,000.00
Goldman Sachs Bank USA		-	-	-	380,000.00
UniCredit Bank AG		-	-	-	304,000.00
<b>Total:</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>7,600,000</b>
<b>Total:</b>		<b>-</b>		<b>-</b>	<b>7,600,000</b>
<i>Existing Interim Lender</i>	<i>New Interim Lender Name</i>	<b>Interim Facility B (EUR) Commitment to be transferred (£)</b>	<b>Interim Facility B (USD) Commitment to be transferred (£)</b>	<b>Interim SUN Facility Commitment to be transferred (£)</b>	<b>Interim Revolving Facility Commitment to be transferred (£)</b>

Jefferies Finance LLC	Sumitomo Mitsui Banking Corporation, London Branch – <b>Qualifying Interim Lender</b> in respect of an Obligor whose tax jurisdiction is the United Kingdom and a <b>not Qualifying Interim Lender</b> in respect of an Obligor whose tax jurisdiction is Luxembourg	20,500,000	30,750,000	-	14,250,000
<b>Total:</b>		<b>20,500,000</b>	<b>30,750,000</b>	-	<b>14,250,000</b>
<b>Total:</b>		<b>51,250,000</b>		-	<b>14,250,000</b>

**EXISTING INTERIM LENDER**

**Barclays Bank PLC**

By:

[Redacted Signature]

Name: [Redacted]  
Title Managing Director

**EXISTING INTERIM LENDER**

**BNP Paribas SA**

By: \_\_\_\_\_  
Name: [Redacted]  
Title: [Redacted] M.D.

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

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

**BNP Paribas Fortis SA/NV**

By:

Name:  
Title



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:   
Title Authorized Signatory

By:   
Name:   
Title Authorized Signatory

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

**Credit Suisse International**

By:

Name:

Title

director

By:

Name:

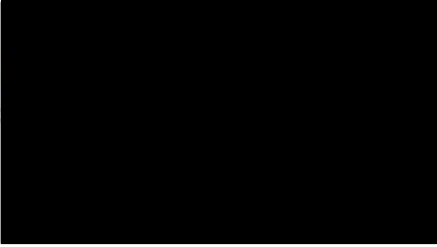
Title

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:

\_\_\_\_\_  
Name  
Title



Managing Director

**EXISTING INTERIM LENDER**

**Morgan Stanley Senior Funding, Inc.**

By:

[Redacted Signature]

Name: [Redacted]  
Title: Authorized Signatory

**EXISTING INTERIM LENDER**

**Royal Bank of Canada**

By: [REDACTED]  
Name: [REDACTED]  
Title: Director

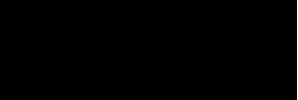

By: [REDACTED]  
Name: [REDACTED]  
Title: Managing Director



**EXISTING INTERIM LENDER**

**UniCredit Bank AG**

By:   
Name:   
Title: Managing Director

By:   
Name:   
Title: Director

**NEW INTERIM LENDER**

**Lloyds Bank plc**

By:

[Redacted Signature]

Title: Associate Director

Facility Office

Address:

[Redacted Address]

Notice Details

Address:

Email:

Attention:

[Redacted Notice Details]

**NEW INTERIM LENDER  
in respect of the Interim Facility B (EUR) and Interim Facility B (USD)**

**NatWest Markets Plc**

By:

          
Name

Title: Managing Director

Facility Office

Address:

Notice Details

Address:

Email:

Attention:

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

**National Westminster Bank plc**

By:

Name

Title: Managing Director

Facility Office

Address:

Notice Details

Address:

Email:

Attention:

**NEW INTERIM LENDER**

**Sumitomo Mitsui Banking Corporation, London Branch**

By: [Redacted Signature] \_\_\_\_\_  
Name: [Redacted]  
Title: Executive Director

By: [Redacted Signature] \_\_\_\_\_  
Name: [Redacted]  
Title: [Redacted]

Facility Office

Address: [Redacted]

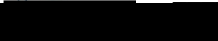
Notice Details

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.**  
as Company and Obligors' Agent



Name:   
Title: Manager

This Transfer Certificate is accepted by the Interim Facility Agent and the Transfer Date is confirmed as  
3 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