

13 August 2021

**RECEIVABLES PLEDGE AGREEMENT**

between

**Cobham Ultra PIKCo S.à r.l.**

as Pledgor

and

**HSBC Corporate Trustee Company (UK) Limited**

as Pledgee

and

**Cobham Ultra MidCo S.à r.l**

as Debtor



Right by you in Luxembourg

## TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION .....	3
2. PLEDGE.....	6
3. PERFECTION OF THE PLEDGE .....	6
4. EFFECTIVENESS OF THE PLEDGE .....	6
5. REPRESENTATIONS AND WARRANTIES .....	8
6. PAYMENT OF THE PLEDGED CLAIMS .....	8
7. DELEGATION AND POWER OF ATTORNEY .....	8
8. ENFORCEMENT OF THE PLEDGE .....	9
9. APPLICATION OF PROCEEDS AND RELEASE OF PLEDGE .....	11
10. LIABILITY TO PERFORM .....	11
11. WAIVERS AND REMEDIES CUMULATIVE.....	12
12. NOTICES .....	12
13. CHANGES TO THE PARTIES.....	12
14. AMENDMENTS AND SEVERABILITY.....	13
15. GOVERNING LAW AND JURISDICTION.....	13
16. COUNTERPARTS.....	14

This receivables pledge agreement is made on 13 August 2021.

**between the undersigned**

1. **Cobham Ultra PIKCo S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated in Luxembourg with registered office at 2-4 rue Beck, L-1222 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B257976 (the “**Pledgor**”);
2. **Cobham Ultra MidCo S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated in Luxembourg with registered office at 2-4 rue Beck, L-1222 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B258012, (the “**Debtor**”); and
3. **HSBC Corporate Trustee Company (UK) Limited**, as pledgee and Interim PIK Security Agent, acting in its name and for and on behalf of the Interim Finance Parties, (hereafter referred to as the “**Pledgee**”).

**WHEREAS**

- (a) By an interim PIK facility agreement dated on or about the date hereof and made between, among others, (i) the Debtor as original borrower, (ii) the Pledgor as topco, (iii) **HSBC Bank plc** as interim PIK facility agent and (iv) **HSBC Corporate Trustee Company (UK) Limited** as interim PIK security agent (the “**Interim PIK Facility Agreement**”), the Original Interim PIK Lenders have agreed to provide funding to the Pledgor upon the terms and subject to the conditions of the Interim PIK Facility Agreement.
- (b) The granting of this Pledge as security for (*inter alia*) the Pledgor’s obligations under the Interim Finance Documents is a condition precedent to the obligations of the Interim PIK Lenders under the Interim PIK Facility Agreement.
- (c) This Agreement is an “Interim Finance Document” and an “Interim Security Document” for the purpose of the Interim PIK Facility Agreement.

**NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Recitals**

The recitals (a) through (c) are an integral part hereof.

**1.2 Definitions**

(a) Terms not otherwise defined herein, including in the preamble and the recitals hereto shall have the meaning given to them in the Interim PIK Facility Agreement and, in addition, unless the contrary intention appears or the context otherwise requires.

**“Agreement”** means this receivables pledge agreement.

**“Business Day”** has the meaning given to this term in the Interim PIK Facility Agreement.

**“Collateral Law”** means the Luxembourg law dated 5 August 2005 relating to financial collateral arrangements (as amended from time to time).

**“Company Law”** means the Luxembourg law dated 10 August 1915 on commercial companies (as amended from time to time).

**“Declared Default”** means a Major Event of Default (as defined in the Interim PIK Facility Agreement) which is continuing and has resulted in the giving of an Acceleration Notice by the Interim Facility Agent under paragraph (a)(ii) of clause 7.1 (Repayment) of the Interim PIK Facility Agreement and which has not been revoked, withdrawn or cancelled by the Interim Facility Agent or otherwise ceased to have effect.

**“Group”** has the meaning given to this term in the Interim PIK Facility Agreement.

**“Interim PIK Facility Agreement”** has the meaning given to this term in the recitals.

**“Pledge”** means the first ranking pledge (*gage de premier rang*) over the Pledged Claims created pursuant to this Agreement in accordance with its terms and conditions.

**“Pledged Claims”** means all material, long-term, documented, structural intragroup loan agreements governed by Luxembourg law and entered into by the Pledgor as lender and the Debtor as borrower.

**“Rights of Recourse”** means all and any rights, actions and claims the Pledgor may have against the Debtor and arising under or pursuant to the enforcement of the present Pledge including without limitation, the Pledgor’s right of recourse against any such entity under the terms of Articles 2028 et seq. of the Luxembourg Civil Code (including, for the avoidance of doubt, any right of recourse prior to enforcement), or any right of recourse by way of subrogation (such as for instance any right of recourse under Article 1251 of the Luxembourg Civil Code) or any other similar right, action or claim under any applicable law.

**“Secured Liabilities”** means the Interim Liabilities (as such term is defined in the Interim PIK Facility Agreement).

- (b) clause headings are inserted for convenience of reference only and shall be ignored in the construction of this Agreement. Clauses and Paragraphs shall be construed as references to clauses and paragraphs of, this Agreement;
- (c) words importing the singular shall include the plural and vice-versa; any gender shall include the other genders;
- (d) “**including**” and “**in particular**” shall not be construed restrictively but shall mean respectively “including, without prejudice to the generality of the foregoing” and “in particular, but without prejudice to the generality of the foregoing”;
- (e) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (f) “**variation**” includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and “vary” and “varied” shall be construed accordingly;
- (g) “**writing**” includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Agreement to be signed and “**written**” has a corresponding meaning;
- (h) references to a document in this Agreement are references to such document as varied. References to this Agreement or to any other document (including the Interim PIK Facility Agreement or any other Interim Finance Document) include references to this Agreement or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Agreement or such other document or to the nature or amount of any loans made available under such other document;
- (i) the “**Pledgor**”, the “**Pledgee**” and the “**Debtor**” or any references to any other person, shall be construed so as to include its successors in title, permitted assigns and permitted transferees; and
- (j) In case of discrepancy between this Agreement and the terms of the Interim PIK Facility Agreement, the provisions of the Interim PIK Facility Agreement shall prevail.
- (k) Notwithstanding anything to the contrary in this Agreement, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Interim Finance Documents or where consent of the Majority Interim Lenders or, where applicable, any other applicable percentage of the Interim PIK Lenders (the “**Required Creditor Consent**”) has been obtained and the Pledgee shall promptly enter into such documentation and/or take such other action as is

required by the Pledgor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Pledgee entering into such documentation and/or taking such other action at the request of the Pledgor pursuant to this paragraph (I) shall be for the account of the Pledgor, pursuant to clause 12 (Payments) of the Interim PIK Facility Agreement.

## **2. PLEDGE**

- (a) The Pledgor hereby grants the Pledge in favour of the Pledgee over the Pledged Claims as security for the payment and discharge in full of the Secured Liabilities and the Pledgee hereby accepts the Pledge.
- (b) Subject to Clause 2(a) above, the Pledge shall also cover any future extension of the Secured Liabilities.
- (c) The Pledgor and the Pledgee agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledge created hereunder by operation of law upon the transfer or assignment of all or part of the Secured Liabilities.

## **3. PERFECTION OF THE PLEDGE**

- (a) The Pledge shall, by virtue of the execution of this Agreement, be perfected in accordance with Luxembourg law, including the Collateral Law.
- (b) The Debtor acknowledges the Pledge constituted by this Agreement, by countersigning this Agreement.

## **4. EFFECTIVENESS OF THE PLEDGE**

- (a) The Pledge shall be a continuing, first ranking pledge and shall not be considered discharged by any intermediate payment, satisfaction or settlement of any part of the Secured Liabilities or by reason of there being at any time no Secured Liability then owing. It shall remain in full force and effect until released in accordance with Clause 9.2 (*Pledge Release*).
- (b) The Pledge shall be cumulative, in addition to and independent of any other security, security interest which the Pledgee or any other Interim Finance Party may at any time hold as security for the Secured Liabilities or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or remedy which the Pledgee may now or at any time in the future have in respect of the Secured Liabilities.

- (c) The Pledgor shall not be entitled to require the release of the Pledge until the Secured Liabilities have been repaid in full, except as otherwise permitted under the Interim PIK Facility Agreement or where Required Creditor Consent has been obtained.
- (d) Neither the obligations of the Pledgor contained in this Agreement nor the rights, powers and remedies conferred upon the Pledgee by this Agreement or by law, nor the Pledge created hereby shall be discharged, impaired or otherwise affected by:
  - (i) any change, amendment, restatement or supplement whatsoever to, or any variation or waiver of, any obligation of any of the Secured Liabilities;
  - (ii) any time, waiver or consent granted to, or composition with, the Pledgor or any other person;
  - (iii) any failure to take, or fully to take, any security contemplated by the Interim PIK Facility Agreement or otherwise agreed to be taken in respect of any of the Secured Liabilities;
  - (iv) any failure to realise or to fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of any of the Secured Liabilities;
  - (v) any incapacity or lack of power, authority or legal personality or dissolution or change in the members or status of the Pledgor; or
  - (vi) any other act, event or omission which, but for this Clause 4 (*Effectiveness of the Pledge*), might operate to discharge, impair or otherwise affect any of the obligations of the Pledgor contained in this Agreement and/or the rights, powers and remedies conferred upon the Pledgee by this Agreement, this Pledge or by law.
- (e) For the avoidance of doubt, the Pledgor hereby waives any rights (if any) it may have of first requiring the Pledgee to proceed against or claim payment from any other person or enforce any security before enforcing this Pledge.
- (f) Neither the Pledgee nor any of its agents nor any of the Interim Finance Parties shall be liable by reason of taking any action permitted by this Agreement, except in the case of gross negligence, fraud or willful default upon its part.
- (g) Until all the Secured Liabilities have been unconditionally and irrevocably repaid and discharged in full, the Pledgor shall not by virtue of any payment made, security realised or monies received hereunder:

- (i) be subrogated to any rights, security or monies held, received or receivable by the Pledgee or be entitled to any right of contribution or indemnity, or
- (ii) to the extent admitted by law, claim, rank or prove as a creditor of the Debtor or the Debtor's estate in competition with the Pledgee and any Interim Finance Party.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations**

The Pledgor represents and warrants to the Pledgee as at the date hereof:

- (a) subject to the obligations mandatorily preferred by law applying to companies generally, upon completion of the steps set out in Clause 3 (*Perfection of the Pledge*), the Pledge constitutes a valid first ranking pledge (*gage de premier rang*) over the Pledged Claims; and
- (b) it has full and sole ownership of the Pledged Claims.

## **6. PAYMENT OF THE PLEDGED CLAIMS**

- (a) Prior to the occurrence of a Declared Default which is continuing, the Pledgor may receive, retain and dispose of all payments in respect of the Pledged Claims and generally deal with the Pledged Claims without restriction or condition unless otherwise prohibited by the Interim Finance Documents or where Required Creditor Consent has been obtained.
- (b) After the occurrence of a Declared Default which is continuing, the Pledgee shall be entitled to receive all payments in respect of the Pledged Claims and to apply them towards any and all of the Secured Liabilities in accordance with the Interim Finance Documents. The Pledgor shall as soon as reasonably practicable transfer to the Pledgee all payments in respect of the Pledged Claims that it may have received contrary to the provisions of this Clause 6.

## **7. DELEGATION AND POWER OF ATTORNEY**

### **7.1 Delegation**

Subject to the terms of the Interim PIK Facility Agreement, the Pledgee may delegate to any person or persons all or any of the powers, authorities and discretion, which are exercisable by it under this Agreement provided the Pledgee shall act with due care when selecting any such person. A delegation under this paragraph may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate), which the Pledgee may think fit. The Pledgee shall not be liable or responsible to the Pledgor for any loss or damage arising



from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates, except in the case of gross negligence, fraud or wilful misconduct on its part.

## **7.2 Power of attorney**

- (a) The Pledgor hereby irrevocably appoints the Pledgee to be its attorney and in its name and on its behalf, to execute, deliver and perfect all documents and do all lawful things that the Pledgee may consider to be requisite for: (i) carrying out any obligation imposed on the Pledgor under this Agreement or (ii) exercising any of the rights and powers conferred on the Pledgee by this Agreement or by law, it being understood that the enforcement of the Pledge must be carried out as described in Clause 8 (*Enforcement of the Pledge*).
- (b) The Pledgee shall only be able to exercise the power of attorney granted in the preceding paragraph upon the occurrence of a Declared Default, which is continuing.
- (c) The Pledgor hereby ratifies and confirms and undertakes to ratify and confirm all lawful things done and all documents executed by the Pledgee in the lawful exercise or purported exercise of that power of attorney in accordance with the terms thereof and under applicable law and provided, in each case, such things were not carried out by the Pledgee with gross negligence, wilful default or fraud.
- (d) This power of attorney shall not terminate by virtue of bankruptcy or similar proceedings affecting the Pledgor or the Pledgee.

## **8. ENFORCEMENT OF THE PLEDGE**

- (a) Subject to the terms of the Interim PIK Facility Agreement, upon the occurrence of a Declared Default which is continuing, the Pledgee shall be entitled without any notice (other than the notice referred in paragraph (b) below, if the Pledgee enforces the pledge by way of requesting direct payment from the Debtor), to exercise immediately its rights and powers under this Agreement and the applicable provisions of Luxembourg law, including (but not limited to):
  - (i) to sell or cause the Pledged Claims to be sold in a private transaction at arms' length conditions (*conditions commerciales normales*); or
  - (ii) to realise or, as the case may be, to appropriate the Pledged Claims at their fair value on the date of the appropriation as determined by an independent external auditor (*réviseur d'entreprises agréé*) registered with the Luxembourg "*Institut des Réviseurs d'Entreprises*", designated by the Pledgee (such valuation can be made before or after appropriation), whose valuation shall be binding, save in case of manifest error, or to otherwise enforce the Pledge in any manner permitted by the laws of Luxembourg,

including, by requesting a set-off (*compensation*) or direct payment to the Pledgee of the amount of the Pledged Claims by the Debtor.

- (b) For the implementation of any of the above enforcement methods, it is hereby acknowledged and agreed by the parties that, upon the occurrence of a Declared Default, the Pledgor shall instruct in writing through a related notice the Debtor (with a copy to the Pledgee) to abide by the instructions of the Pledgee, including, the instructions relating to the appropriation of the Pledged Claims, the payment of any cash proceeds into the hands of the Pledgee and to compliance with the provisions of this Clause 8 (*Enforcement of the Pledge*). Without prejudice to the above provisions and to Clause 7 (*Delegation and Power of Attorney*), upon the occurrence of a Declared Default, the Pledgor hereby authorises the Pledgee to make any of the above instructions to any of the Debtor under any related intragroup loan documentation.
- (c) The Pledgor expressly agrees that the Pledgee, whatever the legal proceedings used, may partially enforce the Pledge after the occurrence of a Declared Default which is continuing.
- (d) For the avoidance of doubt, the Pledgee may, after the occurrence of a Declared Default which is continuing, enforce the Pledge over all or part of the Pledged Claims irrespective of the fact that the proceeds from an enforcement of the Pledge may exceed the value of the Secured Liabilities. The Pledgee may also use different methods of enforcement for different type of the Pledged Claims, simultaneously or subsequently.
- (e) Subject to Clause 7(f) and Clause 7(g) hereof, if the Pledge is enforced, no rights of the Pledgee shall pass to the Pledgor by subrogation or otherwise unless and until all of the Secured Liabilities have been satisfied and discharged in full, as set out in Clause 4(g). Until then, the Pledgee shall be entitled to apply all enforcement proceeds in accordance with this Agreement and the terms of the Interim PIK Facility Agreement, towards the discharge of the Secured Liabilities.
- (f) For as long as the Secured Liabilities are outstanding and have not been unconditionally or irrevocably repaid and discharged in full, the Pledgor shall not exercise any Rights of Recourse it may have against the Debtor, by any means whatsoever (including for the avoidance of

doubt, by way of provisional measures such as provisional attachment (*saisie-arrêt conservatoire*) or by way of set-off.

- (g) For the avoidance of doubt, the Pledgor hereby waives any rights arising for it now or in the future (if any) under Article 2037 of the Luxembourg Civil Code and any defences of set-off.
- (h) The Pledgee may determine which of several security interests, if applicable, shall be enforced and used to satisfy the Secured Liabilities.

## **9. APPLICATION OF PROCEEDS AND RELEASE OF PLEDGE**

### **9.1 Application of proceeds**

Any monies received by the Pledgee as a result of the enforcement of the Pledge shall be applied by the Pledgee in or towards payment of the Secured Liabilities in accordance with the terms of the Interim PIK Facility Agreement.

In the event the proceeds or any monies received by the Pledgee by virtue of the Pledge's enforcement lead to any excess remitted to the Pledgee and, to the extent that the Pledgee is satisfied that the Secured Liabilities are discharged in full, the Pledgee shall as soon as reasonably practicable return to the Pledgor any such excess.

### **9.2 Pledge release**

- (a) In accordance with the Interim PIK Facility Agreement; or
- (b) once all the Secured Liabilities have been repaid in full and none of the Interim Finance Parties has any actual or contingent obligation under or in connection with the Interim Finance Documents,

the Pledge shall, to the extent permitted by law, be released and discharged and, in all cases, at the request and cost of the Pledgor, the Pledgee shall, as soon as reasonably practicable after receipt of that request, release and discharge (as appropriate) the Pledged Claims from the Pledge, in accordance with the provisions of the Interim PIK Facility Agreement.

If after the release of the Pledge, any payment made by the Pledgor in respect of the Secured Liabilities is declared null and void, the Pledgor shall immediately grant a new pledge over the Pledged Claims, subject to the same terms and conditions as the Pledge, until the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

## **10 LIABILITY TO PERFORM**

It is expressly agreed that the Pledgor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Pledged Claims. The Pledgee shall not

be required in any manner to perform or fulfil any obligations of the Pledgor in respect of the Pledged Claims, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled hereunder at any time.

## **11 WAIVERS AND REMEDIES CUMULATIVE**

### **12.1 Waivers**

No failure or delay by the Pledgee in exercising any right, power or privilege hereunder shall operate as a waiver thereof or prejudice any other or further exercise by the Pledgee of any of its rights or remedies under this Agreement, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise, or the exercise of any other right, power or privilege. No waiver of any of the terms of this Agreement shall be effective unless in writing signed by the Pledgee. Any waiver may be on such terms as the Pledgee sees fit.

### **12.2 Remedies cumulative**

The rights, powers and discretions of the Pledgee herein are additional to and not exclusive of those provided by law, by any agreement with or other security in favour of the Pledgee.

## **12 NOTICES**

All communication and notices provided for under this Agreement shall be provided for in the manner described in Clause 20 (*Notices*) of the Interim PIK Facility Agreement.

## **13 CHANGES TO THE PARTIES**

- (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees and assignees permitted by the Interim PIK Facility Agreement and this Clause 13.
- (b) The Pledgor may not assign, transfer or novate any of its rights under this Agreement, otherwise than with the prior written consent of the Pledgee or pursuant to a transaction permitted by the Interim PIK Facility Agreement.
- (c) The Pledgee is entitled to assign, transfer or novate all or any part of its rights under this Agreement to any person to which it has transferred the whole or any part of its rights under the Interim PIK Facility Agreement. Such assignment by the Pledgee shall be enforceable against the Pledgor pursuant to the provisions of article 1690 of the Luxembourg Civil Code.

- (d) In the case of an assignment, transfer or novation by the Pledgee to one or several transferees, assignees or successors of all or any part of its rights and obligations under the Interim PIK Facility Agreement, the Pledgee and the Pledgor hereby agree that in such event, to the extent required under applicable laws, the Pledgee shall preserve all of its rights under this Agreement as expressly permitted under Articles 1278 to 1281 of the Luxembourg Civil Code, so that the Pledge shall automatically, and without any formality, benefit any such transferees, assignees or successors.
- (e) Without prejudice to paragraphs (b), (c) and (d) of this Clause 13, this Agreement shall remain in effect despite any amalgamation, merger (howsoever effected), consolidation, division or any corporate reconstruction relating to the Pledgee. To the extent a further notification is required by law to give effect to the above, the Pledgor shall procure that (at the request and cost of the Pledgee) such further notification be made and the Pledgor hereby gives a power of attorney to the Pledgee to make any notifications.

## **14 AMENDMENTS AND SEVERABILITY**

### **14.1 Amendments**

Subject to the terms of the Interim PIK Facility Agreement, this Agreement may be amended or waived only with the prior consent in writing of the Parties and any such amendment or waiver will be binding on the Parties.

### **13.2 Severability**

If any provision of this Agreement is or becomes prohibited, unenforceable or void in any jurisdiction, this shall not affect the validity or enforceability of any other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, but to the extent only as permitted by applicable law. The Parties shall in such case negotiate in good faith to replace the prohibited or unenforceable provision with a provision ensuring the same effect.

## **15 GOVERNING LAW AND JURISDICTION**

### **14.1 Governing law**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

### **14.2 Jurisdiction**



- (a) Any dispute arising in connection with the Agreement shall be submitted to the non-exclusive jurisdiction of the “*Tribunal d’Arrondissement de et à Luxembourg*” and, generally, of the courts of Luxembourg - City.
- (b) In particular, nothing in this Clause 14.2 limits the right of the Pledgor and the Pledgee to bring proceedings against one another in any other court of competent jurisdiction, nor shall the bringing or continuing of proceedings in one or more jurisdictions preclude the bringing or continuing of proceedings in any other jurisdiction, whether concurrently or otherwise to the extent permitted by law.

## **16 COUNTERPARTS**

This Agreement 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 Agreement.

*[signature pages to follow]*

## SIGNATURES

<p>Pledgor</p> <p><b>Cobham Ultra PIKCo S.à r.l.</b></p>	<div data-bbox="817 461 1244 674"></div> <p>Name: <div data-bbox="865 678 1066 739"></div></p> <p>Title: Authorised signatory</p>
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Debtor

**Cobham Ultra MidCo S.à r.l.**

\_\_\_\_\_  
Name:

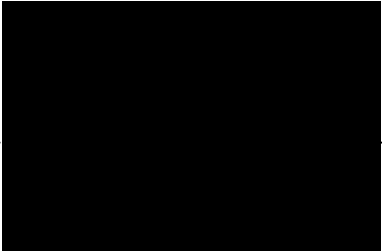


Title: Authorised signatory



Pledgee

**HSBC Corporate Trustee Company (UK)  
Limited**



Name:

Title:     Authorised Signatory