

To: Cobham Ultra SeniorCo S.à r.l. (the *Company*)

From: Wilmington Trust (London) Limited (the *Security Agent*)

Date: 24 December 2021

To whom it may concern,

**Project Neptune – Security Agency Fee Letter**

**1 Background**

- 1.1 We refer to the senior facilities agreement dated on or about the date of this letter between, among others, the Company and the Security Agent (the *Senior Facilities Agreement*).
- 1.2 Terms defined in the Senior Facilities Agreement have the same meaning in this letter unless otherwise defined.
- 1.3 This letter is a Fee Letter for the purposes of clause 17.6 (*Agent and Security Agent fees*) the Senior Facilities Agreement and is a Finance Document.

**2 Security Agency Fees**

In consideration of Wilmington Trust (London) Limited acting as Security Agent under the Finance Documents, the Company shall pay (or procure the payment of) an annual fee of \$50,000 to the Security Agent (for its own account or its designated Affiliates) (the *Security Agency Fee*).

**3 Payment of the Security Agency Fee**

- 3.1 The first instalment of the Security Agency Fee shall be payable on the Initial Utilisation Date.
- 3.2 The Security Agency Fee shall be payable annually on each anniversary of the Initial Utilisation Date until all amounts under the Senior Facilities Agreement have been repaid or irrevocably cancelled in full.
- 3.3 No Security Agency Fee shall be payable if the Initial Utilisation Date does not occur.
- 3.4 Subject to paragraphs 3.3 and **Error! Reference source not found.**, all payments of the Security Agency Fee shall be payable to the following bank account:

Account name:	[REDACTED]
Bank:	[REDACTED]
Sort Code:	[REDACTED]

Account number:	[REDACTED]
SWIFT:	[REDACTED]
IBAN:	[REDACTED]
Reference:	[REDACTED]

3.5 The Company may elect that the first instalment of the Security Agency Fee will be deducted from the amount drawn under the first advances under Facility B.

3.6 All payments under this Fee Letter are to be made in immediate available, freely transferable, cleared funds, without set-off, counterclaim, withholding or deduction and, without limitation, in accordance with clauses 18 (*Taxes*) and 36 (*Set-off*) of the Senior Facilities Agreement.

#### **4 Adjustment**

4.1 If Wilmington Trust (London) Limited is replaced or resigns as Security Agent, or if all Commitments have been cancelled and/or repaid in full, the Security Agent will refund part of the Security Agency Fee to the Company (or as directed by the Company) on a *pro tanto temporis* basis.

4.2 Subject to paragraph above, the Security Agency Fee is non-refundable and non-creditable against other fees payable in connection with the Senior Facilities Agreement.

#### **5 Third parties**

Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to this letter and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. The parties to this letter may amend this letter in writing without the consent of a third party.

#### **6 Counterparts**

This letter 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 letter.

#### **7 Governing Law**

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any disputes in connection with this letter and any non-contractual obligation arising out of or in connection with it.

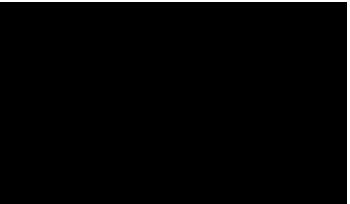
If you agree to the above, please countersign where indicated below.

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

Yours faithfully

Signed for and on behalf of

**WILMINGTON TRUST (LONDON) LIMITED**

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

Title: Vice President

Address: 

Email: 

Attention: 

Date: 24 December 2021

W [redacted] s Fee Letter.

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**Cobham Ultra SeniorCo S.à r.l.**

as the Company

Date: 24 December 2021