



Registration of a Charge

Company Name: **COBHAM LIMITED**

Company Number: **00030470**



XBJ3LJ9U

Received for filing in Electronic Format on the: **18/12/2022**

Details of Charge

Date of creation: **15/12/2022**

Charge code: **0003 0470 0012**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION AS AGENT AND REPRESENTATIVE ON BEHALF OF THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LUDOVICO GIANNOTTI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 30470

Charge code: 0003 0470 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2022 and created by COBHAM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2022 .

Given at Companies House, Cardiff on 21st December 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Addendum No. 1
to Share Pledge Agreement

concerning the shares in Thrane & Thrane A/S

Contents

		Page
1	DEFINTIONS AND INTERPRETATION	3
2	BACKGROUND	4
3	CHANGE OF PLEDGOR	4
4	AMENDMENTS TO THE SHARE PLEDGE AGREEMENTS	4
5	PERFECTION	5
6	REPRESENTATIONS AND WARRANTIES	5
7	EFFECTIVE DATE AND CONTINUATION	5
8	GOVERNING LAW AND JURISDICTIONS	5

This

Addendum No. 1

was concluded on 15 December 2022 between

Cobham Limited
Company registration number: 00030470
Tringham House, 580 Deansleigh Road
Bournemouth, Dorset
England
BH7 7DT
(the "**New Pledgor**")

and

Lockman Electronic Holdings Limited
Company registration number: 01672274
Tringham House, 580 Deansleigh Road
Bournemouth, Dorset
England
BH7 7DT
(the "**Original Pledgor**")

in favour of

Wilmington Trust, National Association
Rodney Square North, 1100 Market Street
City of Wilmington, State of Delaware
(the "**Security Agent**")
as agent and representative (in Danish: *fuldmægtig og repræsentant*) on behalf of the Secured Parties
(individually a "**Party**" and collectively the "**Parties**")

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Addendum, capitalised words and expressions have the meanings stated in the Share Pledge Agreement (as defined below), and the principles of construction set out in clause 1.2 (*Construction*) of the Share Pledge Agreement shall apply *mutatis mutandis* to this Addendum as set out in the full herein, and in addition:

Addendum	means this addendum.
Effective Date	means the date (and time) of completion of the Transfer (as defined below).

2 BACKGROUND

- 2.1 Reference is made to a first priority share pledge agreement dated 21 September 2022 (the "**Share Pledge Agreement**") entered into between the Original Pledgor as pledgor and the Security Agent as security agent on behalf of the Secured Parties (as defined therein), pursuant to which the Original Pledgor with first priority pledged its shares in Thrane & Thrane A/S, CVR no. 65 72 46 18 (the "**Company**").
- 2.2 The Original Pledgor contemplates transferring all of its shares in the Company to the New Pledgor on or around 15 December 2022 (the "**Transfer**") without the release of the security created pursuant to the Share Pledge Agreement. Following the Transfer, the New Pledgor will become sole shareholder of the shares in the Company and take over and assume all rights, claims and obligations of the Original Pledgor under the Share Pledge Agreement.
- 2.3 This Addendum is being entered into to ensure that the pledge created by the Share Pledge Agreement continues to secure the fulfilment and performance of the Secured Obligations following the Transfer.

3 CHANGE OF PLEDGOR

- 3.1 With effect from the Effective Date, the New Pledgor hereby takes over any and all rights, and assumes any and all obligations, of the Original Pledgor under the Share Pledge Agreement.

4 AMENDMENTS TO THE SHARE PLEDGE AGREEMENTS

- 4.1 With effect from the Effective Date, the following amendments shall be made to the Share Pledge Agreement:
 - (a) all references in the Share Pledge Agreement to the "Agreement" shall refer to the Share Pledge Agreement as amended and defined in this Addendum; and
 - (b) all references in the Share Pledge Agreement to the "Pledgor" shall refer to the New Pledgor as defined in this Addendum.
- 4.2 Following the occurrence of the Effective Date, the New Pledgor shall promptly (same day's basis) notify the Security Agent of the occurrence of the Effective Date (by way of email or otherwise).

5 PERFECTION

- 5.1 By countersigning this Addendum, the Company confirms to have been notified of the transactions contemplated hereby.
- 5.2 By signing this Addendum, the Company acknowledges receipt of this Addendum and confirms that, promptly following the occurrence of the Effective Date (same day's basis), this Addendum shall be recorded in the Company's register of shareholders and that the Company promptly thereafter (same day's basis) shall deliver a copy of the register of shareholders to the Security Agent, evidencing the continuing proper recording of the Pledge.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 The representations and warranties in Clause 6 (*Representations and warranties*) of the Share Pledge Agreement shall be deemed to be made by the Original Pledgor on the date of this Addendum and by the New Pledgor on the Effective Date.

7 EFFECTIVE DATE AND CONTINUATION

- 7.1 This Addendum shall be effective upon the occurrence of the Effective Date and shall continue to be effective until the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full.
- 7.2 Save as amended by this Addendum, the Share Pledge Agreement shall remain in full force and effect in accordance with its terms.

8 GOVERNING LAW AND JURISDICTIONS

- 8.1 This Addendum is governed by and will be construed in accordance with Danish law.
- 8.2 The courts of Denmark have exclusive jurisdiction to settle any dispute arising out of or in connection with this Addendum (including any disputes relating to the existence, validity or termination of this Addendum) (a "Dispute"). The Copenhagen City Court (*Københavns Byret*) will be court of first instance.
- 8.3 This Clause 7 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from commencing proceedings relating to a Dispute in any other courts with jurisdiction. To the extent permitted by applicable law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

The Addendum was concluded on the date stated at the beginning of this Addendum.

SIGNATURE SHEET FOLLOWS

ACCURA

SIGNATURE SHEET FOR ADDENDUM NO. 1

As New Pledgor,



Cobham Limited:

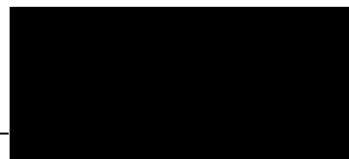
As Original Pledgor,
Lockman Electronic Holdings Limited:



As Security Agent for itself and on behalf of the Secured Parties,
Wilmington Trust, National Association:

For the purpose of Clause 4 (*Perfection*) of this Addendum

As Company,



Thrane & Thrane A/S:

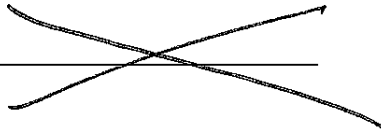
SIGNATURE SHEET FOR ADDENDUM NO. 1

As New Pledgor,
Cobham Limited:

As Original Pledgor,
Lockman Electronic Holdings Limited:

As Security Agent for itself and on behalf of the Secured Parties,
Wilmington Trust, National Association:


Jennifer Rose
Vice President



For the purpose of Clause 4 (*Perfection*) of this Addendum

As Company,
Thrane & Thrane A/S:
