

**PRIVATE & CONFIDENTIAL**

To:

Cobham Ultra SunCo S.à r.l. (the “**SUN Issuer**” or “**you**”)  
2-4, rue Beck  
L-1222 Luxembourg  
Grand Duchy of Luxembourg

Attention: The Managers

13 August 2021

To whom it may concern,

**Project Neptune – SUN Closing Payment Letter**

We refer to the commitment letter (the “**SUN Commitment Letter**”) dated on or about the date of this letter from us to you. This is the “**SUN Closing Payment Letter**” referred to in the SUN Commitment Letter. Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the SUN Commitment Letter. The SUN Issuer is indirectly owned and controlled by (a) one or more funds, limited partnerships and other persons managed by or otherwise advised by Advent International Corporation and/or any of its Affiliates or Related Funds (as defined in the Agreed Form Interim Facilities Agreement) (the “**Sponsor**”) and (b) any other investors within the definition of Equity Investors (as defined in the Agreed Form Interim Facilities Agreement) (together with the Sponsor, the “**Investors**”).

**1 SUN CLOSING PAYMENT**

- (a) In connection with and in consideration of the Original SUN Purchasers committing to purchase the SUNs in the amounts set out in the SUN Commitment Letter as such amounts may be modified as set forth therein, you shall pay, or procure that there is paid to each Original SUN Purchaser, to the extent such Original SUN Purchaser purchases SUNs on or before (as applicable) the SUN Closing Date or any subsequent date (each a “**SUN Funding Date**”), in connection with the financing of the Transaction, an aggregate total payment (which shall be *pro rata* to each Original SUN Purchaser’s purchase commitment) in an amount equal to 3.00% of the gross proceeds of the SUNs (the “**SUN Closing Payment**”) purchased by such Original SUN Purchasers on such SUN Funding Date, payable on such SUN Funding Date; **provided** that the SUN Closing Payment shall not be payable to an Original SUN Purchaser in the event such Original SUN Purchaser is unable or unwilling (other than (i) as a result of a breach of any material provision of the Commitment Documents by you or (ii) as a result of the non-fulfilment of any conditions by you under the SUN Commitment Letter) to purchase SUNs as required under the SUN Commitment Letter in connection with the Transaction (whether or not the SUN Closing Date has subsequently occurred).
- (b) At the option of each Original SUN Purchaser, as applicable, the SUN Closing Payment and any other amounts payable to such Original SUN Purchaser on each SUN Funding Date will be netted out of the proceeds of the SUNs made available by such Original SUN Purchaser on such date.
- (c) If a SUN Interim Funding Date (as defined below) has occurred and all or a portion of the Interim SUN Closing Payment has been paid in accordance with paragraph 2 (*Interim SUN Closing Payment*) below, the SUN Closing Payment shall be reduced on a pound for pound or US dollar for US dollar (as applicable) basis by an amount equal to the aggregate Interim SUN Closing Payment so paid.

- (d) No payments (including the payments set forth under sub-paragraph (a) of this paragraph 1) shall be payable unless and until the SUN Closing Date occurs.

**2 INTERIM SUN CLOSING PAYMENT**

- (a) In connection with and in consideration of the Original SUN Purchasers committing to provide the Interim SUN Facility in the amounts set out in the SUN Commitment Letter as such amounts may be modified as set forth therein, you shall pay, or procure that there is paid to each Original SUN Purchaser, to the extent such Original SUN Purchaser funds the Interim SUN Facility on or before the SUN Interim Closing Date or any subsequent date (each a “**SUN Interim Funding Date**”), an aggregate total payment (which shall be *pro rata* to each Original SUN Purchaser’s funded commitment) in an amount equal to 3.00% of the gross proceeds of the Interim SUN Facility (the “**Interim SUN Closing Payment**”) funded by such Original SUN Purchasers on such SUN Interim Funding Date, payable on the SUN Interim Closing Date or such subsequent SUN Interim Funding Date (as applicable); **provided** that the Interim SUN Closing Payment shall not be payable to an Original SUN Purchaser in the event such Original SUN Purchaser is unable or unwilling (other than (i) as a result of a breach of any material provision of the Commitment Documents by you or (ii) as a result of the non-fulfilment of any conditions by you under the SUN Commitment Letter) to fund the Interim SUN Facility as required under the SUN Commitment Letter in connection with the Transaction (whether or not the SUN Interim Closing Date has subsequently occurred).
- (b) At the option of each Original SUN Purchaser, as applicable, the Interim SUN Closing Payment and any other amounts payable to such Original SUN Purchaser on each SUN Interim Funding Date will be netted out of the proceeds of the Interim SUN Facility made available by such Original SUN Purchaser on such date.
- (c) No payments (including the payments set forth under sub-paragraph (a) of this paragraph 2) shall be payable unless and until the SUN Interim Closing Date occurs.

**3 SUN TICKING PAYMENT**

- (a) You shall pay, or procure that there is paid, to each Original SUN Purchaser on the SUN Closing Date or any SUN Funding Date (*pro rata* to each Original SUN Purchaser’s funded commitment on the SUN Closing Date or any SUN Funding Date (as applicable)), a closing payment (the “**SUN Ticking Payment**”) calculated on the amount of each Original SUN Purchaser’s purchase commitments which are funded on the SUN Closing Date or any SUN Funding Date (as applicable), in respect of each day from (and including) the day immediately following the Countersign Date to (and including) the day immediately prior to the SUN Closing Date.
- (b) For any day on which a SUN Ticking Payment accrues in accordance with paragraph 3(a) above, the SUN Ticking Payment shall be equal to the percentage of the initial margin for the SUNs as set out under the heading “Applicable Rate” in the SUN Term Sheet (excluding, for the avoidance of doubt, any LIBOR floor) set out in the table below opposite the number of calendar days which have elapsed since the day immediately following the Countersign Date:

<b>Days from (and including) the day immediately following the Countersign Date</b>	<b>Percentage of margin</b>
0-180	0%

<b>Days from (and including) the day immediately following the Countersign Date</b>	<b>Percentage of margin</b>
181-240	25%
241-300	50%
301+	100%

- (c) The SUN Ticking Payment shall be calculated on the basis of the actual number of calendar days elapsed and a 365 day year.
- (d) No SUN Ticking Payment will be payable unless the SUN Closing Date has occurred.

#### **4 MISCELLANEOUS**

- (a) Other than as provided above, any obligation to pay the foregoing closing payments and other payments will not be subject to set-off or counterclaim. All closing payments or other payments payable hereunder shall be paid in immediately available funds in British pound sterling in respect of obligations incurred or denominated in British pound sterling, and in U.S. dollars in respect of obligations incurred or denominated in U.S. dollars.
- (b) This SUN Closing Payment Letter 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 England and the parties to this SUN Closing Payment Letter hereby submit to the nonexclusive jurisdiction of the English courts.
- (c) Notwithstanding anything to the contrary herein, the Original SUN Purchasers shall be permitted to allocate any payments payable to them under this letter as they deem appropriate among themselves and shall be permitted to designate the payment of any such payments to their respective Affiliates or Related Entities and such Affiliates or Related Entities shall be treated as Original SUN Purchasers (as applicable) for all purposes of this SUN Closing Payment Letter; **provided**, however, that if such payments are so allocated or designated to an Affiliate or Related Entity (where such Affiliate or Related Entity is not an Original SUN Purchaser), then the provisions of the immediately following sentence shall apply. Following the relevant allocation or designation, the relevant Original SUN Purchaser shall without unreasonable delay (upon receipt of a written request from you) reasonably cooperate with you to provide information detailing the basis on which the relevant allocation or designation was made by it, save that:
  - (i) the relevant Original SUN Purchaser shall be under no obligation to: (x) provide documents; (y) enter into any correspondence or discussion with any tax authority; or (z) disclose any information relating to its affairs (tax or otherwise) which it considers to be confidential or commercially sensitive; and
  - (ii) the SUN Issuer shall not be liable for Taxes, costs, fees, expenses, gross-up or increased costs that may result from an Original SUN Purchaser's decision to allocate all or part of the fees payable to it under this letter to any of its Affiliates or Related Funds. If any such allocation results or is likely to result in an increase of the cost to the SUN Issuer of the fees payable under this letter, any such increase shall be exclusively borne by the relevant Original SUN Purchaser and the amount of the fee payable payable by the SUN Issuer to the relevant Original SUN Purchaser Affiliate and/or Related Fund shall be decreased accordingly so that the cost to the SUN Issuer is not higher than it would have been had the fees been paid to the relevant Original SUN Purchaser.

- (d) You and each Original SUN Purchaser agree, except as otherwise required by law (i) to treat, to the extent relevant, for all U.S. federal, state and local tax purposes the SUN Closing Payment as a USD-denominated amount giving rise to a USD-denominated reduction to the “issue price” of, and/or consisting of “purchase price” paid by each Original SUN Purchaser for its purchase of, SUNs (in each case, as determined for U.S. federal income tax purposes); (ii) to the extent relevant, when reporting the issuance of the SUNs for all U.S. federal, state or local tax purposes, to do so in a manner consistent with sub-paragraph (i) above; and (iii) to take no position inconsistent with sub-paragraph (i) or (ii) above in their dealings with U.S. federal, state and local tax authorities.
- (e) The terms of this SUN Closing Payment Letter shall continue in full force and effect after the Interim SUN Facility Agreement and/or the SUN Purchase Agreement has been signed.
- (f) The provisions of this SUN Closing Payment Letter shall survive the expiration or termination of the SUN Commitment Letter and the provision of the Interim SUN Facility and/or issuance of the SUNs, and this SUN Closing Payment Letter supersedes any prior understanding or agreement relating to the payments for the Interim SUN Facility and/or the SUNs **provided that** if, pursuant to paragraph 15.3 (*Termination*) of the SUN Commitment Letter, the agreement with any Commitment Party is terminated by you, you may also by notice in writing terminate the agreements set out in this letter in respect of any such Commitment Party (in all of their and/or their Affiliate’s applicable capacities) and, in such circumstances, no such Commitment Party (or any of their Affiliates) shall be entitled to any payment or fee under this letter.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this SUN Closing Payment Letter to the address or email address set out in the SUN Commitment Letter before the deadline set out therein, whereupon it will become a binding agreement upon our receipt.

[The rest of this page is intentionally left blank]

**CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT L.L.C.**

(ON BEHALF OF ONE OR MORE FUNDS AND ACCOUNTS MANAGED, ADVISED OR SUB-ADVISED, DIRECTLY OR INDIRECTLY, BY CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT, L.L.C. OR ITS AFFILIATES)

as

By:

Name:

Title: Managing Director

Notice Details

Address:

with copies to:

Email:

**CARLYLE CREDIT OPPORTUNITIES FUND (Parallel) II, SCSP**

as Original SUN Purchaser

By: CCOF II Lux General Partner, S.a.r.l. , its general partner

[Redacted]

Name: [Redacted]

Title: Manager

B [Redacted]

Name: [Redacted]

Title: Manager

Notice Details

Address: [Redacted]

Email: [Redacted]

With copies to: [Redacted]

**CARLYLE CREDIT OPPORTUNITIES FUND II, L.P.**

as Original SUN Purchaser

By: CCOF II General Partner, L.P., its general partner

By CCOF II L.L.C., its general partner

By [REDACTED] –

Name: [REDACTED]

Title: Principal

Notice Details

Address: [REDACTED]

with copies to:

[REDACTED]

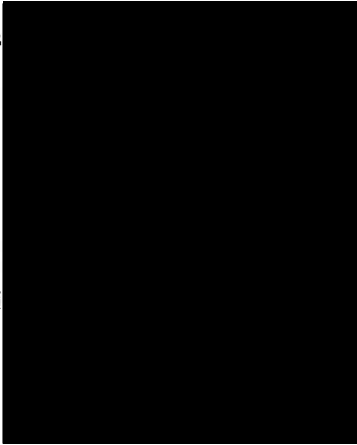
[REDACTED]

Email: [REDACTED]

**CANYON GLOBAL FUNDING LP,**

acting by its general partner, )  
Canyon Global General Partner Company LLC )

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**ORIGINAL SUN PURCHASER**

[Redacted Signature]

For and behalf of **WSSS Investments P, S.à r.l.**

Name: [Redacted]

Title: **Manager**

[Redacted Signature]

For and behalf of **WSSS Investments P, S.à r.l.**

Name: [Redacted]

Title: **Manager**

Notice Details

Address: [Redacted]

Email: [Redacted]

Telephone: [Redacted]

Attention: [Redacted]

**ORIGINAL SUN PURCHASER**

**WEST STREET STRATEGIC SOLUTIONS FUND I, L.P.**

By: **Goldman Sachs & Co. LLC, Attorney-in-Fact**

By:

Name

Title: Attorney-in-Fact

Notice Details

Address:

Email:

Telephone:

Attention:

Signed on behalf of  
**KKR CREDIT ADVISORS (US) LLC** for and on behalf of the **ORIGINAL KCAUS LENDERS**



as Original SUN Purchaser

Signed on behalf of

**KKR CREDIT ADVISORS (IRELAND) UNLIMITED COMPANY** for and on behalf of the  
**ORIGINAL KCAI LENDERS**



Authorised Signatory  
as Original SUN Purchaser

We [REDACTED] e to the above.

**Cobham Ultra SunCo S.à r.l.**  
as the SUN Issuer

Name: [REDACTED]

Title: Manager

Date: 13 August 2021