



Registration of a Charge

Company Name: **ULTRA ELECTRONICS HOLDINGS LIMITED**

Company Number: **02830397**



Received for filing in Electronic Format on the: **05/12/2022**

XBI77KQW

Details of Charge

Date of creation: **30/11/2022**

Charge code: **0283 0397 0004**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: 2830397

Charge code: 0283 0397 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2022 and created by ULTRA ELECTRONICS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2022 .

Given at Companies House, Cardiff on 6th 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**

Security Accession Deed

This Security Accession Deed is made on 30 November 2022

Between:

- (1) **ULTRA ELECTRONICS HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 02830397;
- (2) **ULTRA ELECTRONICS LIMITED**, a company incorporated in England and Wales with registered number 02830644; (together with Ultra Electronics Holdings Limited, the “**New Chargors**”);
- (3) **COBHAM ULTRA SENIORCO S.À R.L.** for itself and as agent for and on behalf of each of the existing Chargors (the “**Company**”); and
- (4) **WILMINGTON TRUST (LONDON) LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a Debenture dated 2 August 2022 between, amongst others, the Initial Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

It is intended that this document takes effect as a deed notwithstanding the fact that the Security Agent has executed it under hand only.

This is designated as a “Finance Document” for the purposes of the Senior Facilities Agreement and a “Debt Document” for the purposes of the Intercreditor Agreement.

Now this deed witnesses as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. Accession of New Chargors

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, charges by way of first fixed charge the Shares and corresponding Related Rights in favour of the Security Agent with full title guarantee, both present and future, from time to time owned by it or in which it has an interest.

2.5 Floating Charge

(a) Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*).

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.5.

3. Consent of Existing Chargors

The Company, for itself and on behalf of the existing Chargors, agrees to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. Negative Pledge

Each New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its Charged Property except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

5. Construction of Debenture

The Debenture shall remain in full force and effect as supplemented by this deed. The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

5. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

Schedule 1 to Security Accession Deed: Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
Ultra Electronics Holdings Limited	Ultra Electronics Limited	3 Ordinary Shares of £1 each

Signatories to Security Accession Deed

The New Chargors

EXECUTED as a DEED by)
ULTRA ELECTRONICS)
HOLDINGS LIMITED)
acting by)

_____

Director

_____

Witness

Name: Claudia Spickernell

Address: _____

_____

Occupation: Executive Assistant

EXECUTED as a **DEED** by)
ULTRA ELECTRONICS LIMITED)
acting by)

Director

Witness

Name: Oscar Boullosa

Address:

Occupation: Global Mobility Consultant

EXECUTED AS A DEED

acting by its authorised signatories in accordance with the laws of its jurisdiction of incorporation



For and on behalf of

COBHAM ULTRA SENIORCO S.À R.L.

as the Company

Name: Donald Edward Whitt Jr

Title: Director

The Security Agent

By: _____
Authorised Signatory

in the presence of

Michaela Girling

Teacher

Signature of witness

Name of witness

Address of witness

Occupation of witness

for and on behalf of
WILMINGTON TRUST (LONDON) LIMITED
as Security Agent

Notice Details

Address: Third Floor, 1 King's Arms Yard, London, EC2R
7AF

Email: dl-loan_agency_rms_london@wilmingtontrust.com

Attention: Antony Girling