

DEED OF COVENANT AND UNDERTAKING

This DEED is dated 20 December 2019

This DEED is executed in accordance with the laws of England and Wales by:

AI CONVOY TOPCO & CY S.C.A., a *société en commandite par actions* incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4 Rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B236607 (“**Topco**”); and

AI CONVOY BIDCO LIMITED, incorporated and registered in England and Wales with company number 12110752 whose registered office is at c/o Hackwood Secretaries Limited, One Silk Street, London EC2Y 8HQ (“**Bidco**”)

IN FAVOUR OF:

THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (the “**SoS**”).

BACKGROUND

- (A) Each of Topco and Bidco is a newly incorporated entity controlled by funds managed by Advent International Corporation (“**Advent**”). Bidco is an indirect wholly-owned subsidiary of Topco.
- (B) Cobham plc (“**Cobham**”) is a company incorporated and registered in England and Wales with company number 00030470 whose registered office is at Brook Road, Wimborne, Dorset, BH21 2BJ. Cobham offers an innovative range of products and services to solve challenging problems in defence, aerospace and space markets with an emphasis on keeping people alive and safe in harsh or remote environments. Cobham has specialist capabilities and know-how in: wireless; audio; video and data communications, including satellite communications; defence electronics; air-to-air refuelling; aviation services; life support and mission equipment markets.
- (C) On 25 July 2019, the boards of Bidco and Cobham announced that they had reached an agreement on the terms of a recommended cash acquisition of the entire issued and to be issued ordinary share capital of Cobham (the “**Acquisition**”) to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act (the “**Bidco Scheme**”). If, and to the extent that, the Scheme (as defined in this deed) becomes effective in accordance with its terms, it is anticipated that Cobham, which will then be a subsidiary of Bidco, will be re-registered as a private limited company.
- (D) In recognition of the role played by Cobham in the UK economy and in recognition of Advent’s appreciation of the importance of the role played by the UK Cobham Group Employees, and following discussions with representatives of Her Majesty’s Government, each of Topco and Bidco has freely and voluntarily agreed to enter into this deed. The commitments and undertakings in this deed of covenant and undertaking shall be effective from the date on which the Scheme becomes effective (or, in the case

of a Takeover Offer, the date on which Topco, Bidco, Advent and/or any Affiliates of Advent acquire(s) Control of Cobham pursuant to that Takeover Offer) in accordance with its terms (the “**Effective Date**”).

- (E) The commitments and undertakings in this deed are provided by each of Topco and Bidco in favour of the SoS directly and unconditionally and do not constitute “post-offer undertakings” for the purposes of Rule 19.5 of the City Code on Takeovers and Mergers (the “**City Code**”) (a “**Post-Offer Undertaking**”) and the commitments and undertakings in this deed will therefore not be enforceable by the Panel on Takeovers and Mergers as a Post-Offer Undertaking.

TERMS

1. INTERPRETATION

1.1 In this deed:

“**Affiliate**” means, in respect of any person:

- (a) any person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with that person from time to time;
- (b) any funds and/or vehicles managed and/or advised by that person or any person falling within (a) above;
- (c) any funds and/or vehicles managed and/or advised by the person (the “**Manager**”) that manages or advises that person; and
- (d) any funds and/or vehicles managed and/or advised by the Manager’s Affiliates within the meaning of (a) above;

“**Announcement**” means the announcement in the agreed form attached as Schedule 1 relating to the terms of this deed;

“**Bidco Group Company**” means Bidco and its Affiliates (together, the “**Bidco Group**”), provided however that neither Advent nor any funds managed by it shall be Bidco Group Companies;

“**Cobham Group**” means:

- (a) Cobham and its direct and indirect subsidiary undertakings from time to time; and
- (b) each of Cobham and its direct and indirect subsidiary undertakings and each of their businesses as at the Effective Date that are Controlled by Advent and/or any of its Affiliates from time to time;

“**Cobham Group Employee**” means an Employee of any member of the Cobham Group;

“**Companies Act**” means the Companies Act 2006;

“**Control**” means with respect to a person or business:

- (a) direct or indirect ownership of or control over more than 50% of the voting and/or equity securities (or the economic participation therein) of such person or business;
- (b) the direct or indirect right to appoint, or cause the appointment of, more than 50% of the members of the board of directors (or similar governing body) of such person or business; or
- (c) the direct or indirect right to manage, or direct the management of, on a discretionary basis, the business, affairs and/or assets of such person or business,

and:

- (i) a general partner of a limited partnership is deemed to Control that limited partnership and all undertakings under the Control of that limited partnership;
- (ii) a manager of a fund is deemed to Control that fund and all undertakings under the Control of that fund; and
- (iii) any person which is a subsidiary undertaking of another person shall be deemed to be Controlled by that second person;

“**Effective Date Employees**” means the number of UK Cobham Group Employees as at the Effective Date (each such UK Cobham Group Employee being an “**Effective Date Employee**”);

“**Employee**” means a person who is a permanent employee (being a person who has a contract of employment) excluding, for the avoidance of doubt employees with fixed-term contracts, fixed-term workers, consultants, contractors, agency workers, casual workers (including zero-hour workers), volunteers, and secondees from third parties;

“**First Relevant Event**” means the first Relevant Event to occur after the Effective Date;

“**Floor Multiplier**” means:

- (i) in respect of the First Relevant Event: 0.9; and
- (ii) in respect of any Relevant Event occurring after the First Relevant Event:

$\left(\frac{\text{Prior General Minimum Employees}}{\text{UK Starting Employees}} \right)$, expressed as a number;

“**General Minimum Employees**” means:

$\left[\left(\frac{\text{Post- Relevant Event Employees}}{\text{Pre- Relevant Event Proportion}} \right) \right] \times \text{Floor Multiplier}$,

expressed as a, and rounded to the nearest, whole number;

“**Listing**” means the admission of some or all of the ordinary issued share capital (or such other class of share capital which comprises the primary voting shares) of Topco, Bidco, any Bidco Group Company (provided such entity, directly or indirectly, holds the majority of the assets of the Cobham Group, taking account of any pre-listing reorganisation) or any New Holding Company established for the purposes of such admission (such entity being the “ListCo” for the purposes of this definition and clause 2.3) to trading or listing on a Recognised Investment Exchange, in circumstances where upon such listing becoming effective (i) Advent and/or (ii) any of Advent’s Affiliates, Controls the ListCo;

“**Management Team**” means the executive management team of Cobham from time to time;

“**Material Adverse Change**” means any negative event(s), change(s), matter(s) and/or circumstance(s) that have caused (when assessed together with and after netting off the effect of any positive event(s), change(s), matter(s) or circumstance(s) arising following the Effective Date), whether individually or in aggregate, a materially adverse change to the financial condition and/or business of the Cobham Group in the United Kingdom taken as a whole, and which the board of directors of Cobham determines in good faith and in accordance with its fiduciary duties results in it not being in the best interests of the Cobham Group to maintain the number of UK Cobham Group Employees required by clause 2, provided that any material adverse change arising or occurring from:

- (a) any action taken pursuant to this deed; or
- (b) any action of the Cobham Group, Topco, Bidco, Advent and/or any of Advent’s Affiliates more generally, but excluding any action taken in good faith in the normal and ordinary course of business,

in each case shall not be taken into account in determining whether a “Material Adverse Change” has arisen or occurred with respect to the Cobham Group;

“**New Holding Company**” means any new holding company of Cobham, Topco, Bidco or any Bidco Group Company, formed for the purpose of facilitating a Listing;

“**Post-Relevant Event Employees**” means, at the time immediately following the Relevant Event, the number of UK Cobham Group Employees;

“**Pre-Relevant Event Employees**” means, at the time immediately prior to the Relevant Event, the number of UK Cobham Group Employees;

“**Pre-Relevant Event Proportion**” means:

$\left(\frac{\text{Pre-Relevant Event Employees}}{\text{UK Starting Employees}} \right)$, expressed as a number;

“Prior General Minimum Employees” means, in respect of a particular Relevant Event, the General Minimum Employees calculated at the time of the last occurring Relevant Event in accordance with clause 2.1(b);

“Recognised Investment Exchange” means a recognised investment exchange, as defined in s.285 of the Financial Services and Markets Act 2000, as amended from time to time;

“Relevant Event” means any event during the Undertaking Period which results in: (i) any member(s) of the Cobham Group becoming Controlled by any person other than Advent and/or any of its Affiliates; and/or (ii) any Transfer;

“Scheme” means the Bidco Scheme and any new, revised or replacement scheme of arrangement which would (if it became effective) result in Topco, Bidco, Advent and/or any Affiliates of Advent acquiring Control of Cobham on the terms and subject to the conditions of the Acquisition, or any Takeover Offer;

“subsidiary undertaking” and **“undertaking”** shall have the meaning given to such terms in the Companies Act;

“Takeover Offer” means any Takeover Offer, as defined in Bidco’s scheme document in respect of the Acquisition dated 21 August 2019;

“Transfer” means any actual transfer of UK Cobham Group Employees to a person, company or entity other than another member of the Cobham Group pursuant to the Transfer Regulations;

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced from time to time);

“UK Cobham Group Employee” means a Cobham Group Employee who is ordinarily based permanently in the United Kingdom;

“UK Starting Employees” means: (i) in respect of the First Relevant Event, the Effective Date Employees; or (ii) in respect of any Relevant Event occurring after the First Relevant Event, the number of UK Cobham Group Employees at the time immediately following the previous Relevant Event; and

“Undertaking Period” means the period from the Effective Date until the fifth anniversary of the Effective Date.

- 1.2 For the purposes of this deed, any obligation on, or undertaking by: (a) Bidco shall, to the extent that any of Cobham’s shares are held by a nominee on behalf of Bidco, include an obligation on Bidco to procure that any such nominee complies with such obligations or undertakings; and (b) Topco shall, to the extent that any of Cobham’s shares are held by an entity Controlled by Topco, include an obligation on Topco to procure that any such entity complies with such obligations or undertakings.

- 1.3 Except as otherwise provided in this deed, any numerical calculation made in respect of clause 2.1 below which results in a number containing decimal places shall not be rounded.

2. UNDERTAKINGS

2.1 Employees

- (a) Subject to clauses 2.1(c) and 4.3 below, each of Topco and Bidco undertakes to the SoS that, during the Undertaking Period, it shall procure that the aggregate number of UK Cobham Group Employees shall not be reduced below:

- (i) prior to the First Relevant Event, 90% of the number of the Effective Date Employees, expressed as a, and rounded to the nearest, whole number; or
- (ii) on and with effect from any Relevant Event, the number of UK Cobham Group Employees equal to the General Minimum Employees (and each of Topco and Bidco shall procure that any reduction in UK Cobham Group Employees in connection with a Relevant Event is, in respect of:
 - (A) a Transfer, only in respect of those UK Cobham Group Employees subject to the Transfer Regulations in the context of the Transfer; and
 - (B) otherwise in respect of only those UK Cobham Group Employees who were engaged by or working in (exclusively or primarily) the relevant member(s) of the Cobham Group and/or the business(es), asset(s) or undertaking(s) that was the subject of the Relevant Event),

and to the extent that the number of UK Cobham Group Employees is reduced below this figure, each of Topco and Bidco undertakes to the SoS to take such steps (including procuring the employment of additional UK Cobham Group Employees) in order to ensure that each of Topco and Bidco complies with the undertakings in this clause as soon as reasonably practicable.

- (b) For the avoidance of doubt, the General Minimum Employees will be recalculated each and every time a Relevant Event occurs, and the number so calculated will apply for purposes of clause 2.1(a)(ii) unless and until a subsequent Relevant Event occurs.
- (c) Nothing in clause 2.1(a) shall prevent Topco, Bidco or any member of the Cobham Group from reducing the number of UK Cobham Group Employees to the extent that the redundancy or termination in respect of such UK Cobham Group Employees:
 - (i) was initiated by the Cobham Group prior to the Effective Date and any such UK Cobham Group Employees whose employment is terminated or is made redundant shall not be counted as an Effective Date Employee for the purposes of this deed; and

- (ii) is reasonably undertaken in good faith and in accordance with fiduciary duties as a step required in order to enable the Cobham Group as a whole or any of its businesses or undertakings to maintain a competitive position relative to other businesses in the industry in which the Cobham Group taken as a whole or the relevant business or undertaking (as applicable) operates (including, without limitation, as a result of technological advances) and any such person whose employment is terminated or is made redundant shall be assumed for the purposes of clause 2.1 to continue to be a UK Cobham Group Employee until the end of the Undertaking Period. Topco and Bidco shall give notice in writing to the SoS not less than 90 days prior to the first such redundancy or termination having effect (and providing such details of the redundancies or terminations as the SoS may request) and, in any case, in advance of the board of Cobham approving such redundancies or terminations and/or the initiation of the formal process for carrying out such redundancies or terminations.
- (d) For the purposes of illustrating the application of the principles of clause 2.1(a), a worked example of its operation is included in Schedule 2.

2.2 Cessation of Control

Subject to clause 2.3, Topco undertakes that throughout the period for which clause 2.1 applies, it will not permit any transfer, transaction or arrangement as a result of which it would cease to Control any undertaking or business of the Cobham Group to which clause 2.1 relates in circumstances where that undertaking or business would, immediately following such cessation of Control by Topco, continue to be under the Control of Advent and/or any of its Affiliates.

2.3 Listing

In the event of a Listing, each of Topco and Bidco hereby undertakes to the SoS to procure that, upon completion of the Listing, ListCo shall have executed a deed of undertaking, in place of Topco and Bidco, in favour of the SoS on terms that are the same in all material respects to this deed, and upon the execution of such deed by ListCo, without prejudice to any subsisting obligations or commitments of each of Topco and Bidco that arose prior to the execution of the deed by ListCo, each of Topco and Bidco shall be released from its obligations under this deed.

3. ACCESS TO INFORMATION AND COMPLIANCE MEETINGS

- 3.1 Each of Topco and Bidco agrees and acknowledges that the SoS has the right to appoint a person or persons to monitor Topco and Bidco's compliance with, and under, this deed on the SoS' behalf (the "**Monitor**") and that the SoS's rights or actions under this clause 3 can be exercised by the Monitor.
- 3.2 Each of Topco and Bidco undertakes to the SoS that it shall, during the Undertaking Period, promptly provide such information and/or access (for the SoS and/or its advisers (including any Monitor)) to the Cobham Group as the SoS may, from time to

time, reasonably require to ascertain Topco and Bidco's compliance (and likelihood of its ability to continue to comply with) with its obligations and undertakings under this deed.

- 3.3 Each of Topco and Bidco undertakes to the SoS that it shall submit a written notice to the SoS every six months following the Effective Date (the "**Compliance Notice**") (the first Compliance Notice to be submitted to the SoS on the final day of the sixth full calendar month following the Effective Date) confirming:
- (a) whether any actions or courses of action which it has committed to undertake under the terms of this deed have been implemented or completed and/or the progress made in relation to such actions or courses of action;
 - (b) whether any actions or courses of action which it committed not to undertake under the terms of this deed have been taken or not;
 - (c) whether there has been any breach or non-compliance with any of its obligations or undertakings pursuant to this deed and the steps taken, or intended to be taken, to remedy any such breach or non-compliance.
- 3.4 Each of Topco and Bidco undertakes to the SoS that it shall attend (and shall procure that members of the Cobham Management Team attend) a meeting with the SoS:
- (a) if so requested by the SoS following the delivery of a Compliance Notice:
 - (i) to answer any reasonable questions in relation to the Compliance Notice;
 - (ii) to discuss its contents (including those matters set out in clause 3.3); and
 - (iii) to discuss any other matters as the SoS may reasonably require to ascertain whether each of Topco and Bidco is fulfilling, or is likely able to continue to fulfil, its obligations and undertakings contained in this deed;
 - (b) at any other time if requested by the SoS where the SoS, acting reasonably, considers that either of Topco or Bidco may not be fulfilling its obligations and undertakings contained in this deed, to discuss any matters as the SoS may reasonably require to ascertain whether either of Topco and Bidco is fulfilling their obligations and undertakings.
- 3.5 If either of Topco or Bidco is, or reasonably considers that it is likely to become, unable to comply with any of the obligations contained in this deed, or becomes aware of any breach or non-compliance (or likelihood of breach or non-compliance), to the maximum extent permitted by applicable laws and regulations, Topco or Bidco (as applicable) undertakes to the SoS that it shall notify the SoS as soon as reasonably practicable providing full reasons for the breach or non-compliance (or likelihood of breach or non-compliance) and shall remedy any such breach or non-compliance (or likelihood of breach or non-compliance) as soon as reasonably practicable upon becoming aware of the breach or non-compliance (or likelihood of breach or non-

compliance). This clause is without prejudice to any rights, powers and remedies of the SoS under this deed.

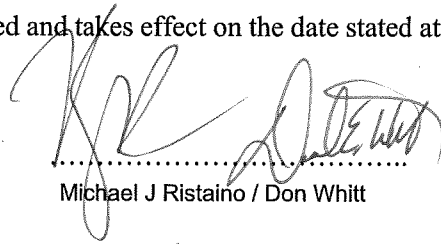
4. GENERAL

- 4.1 Each of Topco and Bidco acknowledges that this deed (and any discussions or negotiations or actions by or on behalf of the SoS relating to this deed or the undertakings contained in it) does not operate in any way to preclude or restrict the exercise of any powers available to the SoS or Her Majesty's Government, including but not limited to powers under the Enterprise Act 2002.
- 4.2 Without prejudice to clauses 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11 and 4.12 and any other subsisting commitments, obligations or rights accrued or arising prior to this date, each of Topco's and Bidco's obligations in this deed shall terminate on the earlier to occur of: (a) the fifth anniversary of the Effective Date; and (b) Advent and/or any of its Affiliates ceasing to Control the Cobham Group.
- 4.3 If any Material Adverse Change occurs, each of Topco and Bidco shall not be required to comply with the obligations in clause 2.1 and Topco and Bidco shall promptly give notice in writing to the SoS (in the form of a letter from an executive director of Cobham) of such a Material Adverse Change occurring prior to any non-compliance with the obligations in clause 2.1 by Topco and Bidco arising from the Material Adverse Change (a "**MAC Notice**") and such MAC Notice will include details of the Material Adverse Change including: (a) the timing, or expected timing, of the Material Adverse Change having effect; (b) the assessment undertaken by Cobham of the effects and implications of the Material Adverse Change on the aggregate number of UK Cobham Group Employees that Bidco and Topco have undertaken are to be engaged or working in the Cobham Group in accordance with clause 2.1; (c) the mitigating steps and actions taken by Topco, Bidco and Cobham to seek to ensure continued compliance with clause 2.1; (d) the arrangements proposed to be implemented by Topco, Bidco and Cobham to mitigate against any reduction of UK Cobham Group Employees as a result of the Material Adverse Change; and (e) a copy of the minutes of a meeting of the board of directors of Cobham wherein it was agreed that it is not in the best interests of the Cobham Group to maintain the number of UK Cobham Group Employees required by clause 2 of this Deed.
- 4.4 Each of Topco and Bidco acknowledges that each of Topco, Bidco and the SoS shall each be free to publish the Announcement once this deed has been executed and shall inform the others of their proposed timing in doing so in advance in good time. Each of Topco and Bidco acknowledges that the SoS shall be free to publish this deed at any time following its execution. Each of Topco and Bidco acknowledges and agrees that it will not publish this deed or any part thereof or any information relating to this deed without the prior written approval of the SoS (save for where the deed or any such information has been previously published by the SoS), and that any such publication will be in accordance with the terms of any such approval. Nothing in this clause 4.4 shall prevent the publication or disclosure of this deed by either Topco or Bidco where required under any enactment, by any rule of law, regulation or by the order of a court.

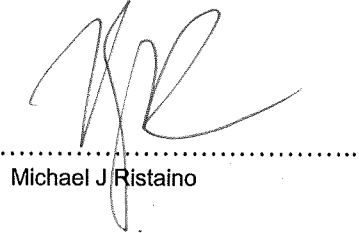
- 4.5 Each of Topco and Bidco shall procure that the Cobham Group shall, and use its reasonable endeavours to procure that any other member of the Bidco Group shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this deed.
- 4.6 Without prejudice to any other rights or remedies that either Topco, Bidco or the SoS may have, each of Topco and Bidco acknowledges and agrees that damages alone would not be an adequate remedy for the SoS for any breach of the terms of this deed by Topco or Bidco. Accordingly, each of Topco and Bidco agrees and acknowledges that the SoS shall be entitled to seek the remedies of injunction, specific performance or any other equitable relief for any threatened or actual breach of the terms of this deed. If any such remedies are sought in relation to any threatened or actual breach of the terms of this deed, each of Topco and Bidco waives any rights it may have to oppose such remedies on the grounds that damages would be an adequate alternative. No proof of special damages shall be necessary for the enforcement of this deed.
- 4.7 Each of Topco and Bidco acknowledges and agrees that no failure on the part of the SoS to exercise, and no delay in exercising, any right, power or remedy under any this deed shall affect that right, power or remedy, or operate as a waiver of it, nor shall any single or partial exercise of such right, power or remedy by the SoS preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 4.8 This deed is given in favour of and for the benefit of the SoS. This deed does not confer any rights on any person other than the SoS under the Contracts (Rights of Third Parties) Act 1999.
- 4.9 Each of Topco and Bidco acknowledges and agrees that this deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 4.10 Each of Topco and Bidco irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).
- 4.11 Topco irrevocably agrees that the process by which any proceedings are begun in England and Wales may be served on it by being delivered to Weil Secretaries Limited at 110 Fetter Lane, London EC4A 1AY (marked for the attention of Jonathan Wood).
- 4.12 If the appointment of the person mentioned in clause 4.11 ceases to be effective or such person ceases for any reason to act as process agent for Topco, Topco will immediately appoint a replacement process agent for the purposes of this Deed and forthwith will notify the SoS in writing of the change. Clause 4.11 and this clause 4.12 do not affect the SoS's right to serve process in any other manner permitted by law.

This document has been executed and delivered as a deed and takes effect on the date stated at the beginning of it.

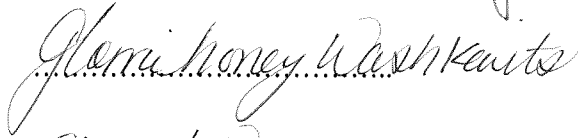
EXECUTED and DELIVERED as a DEED
by **AI CONVOY TOPCO & CY S.C.A.**
acting by AI Convoy Topco S.à r.l., its manager,
acting by two managers GP


.....
Michael J Ristaino / Don Whitt

EXECUTED and DELIVERED as a DEED
by **AI CONVOY BIDCO LIMITED**
acting by a director in the presence of:


.....
Michael J Ristaino



Signature of witness:


.....

Name of witness:


.....

Address of witness:


.....

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Schedule 1
Agreed form Announcement

Schedule 2
Clause 2.1(a) – Worked Example

Scenario 1:

Following the Effective Date, a reduction of 150 UK Cobham Group Employees is made prior to a Relevant Event in respect of which there are 300 UK Cobham Group Employees that are engaged or working in, directly or indirectly, the part of the business that is the subject of the Relevant Event

Assumptions

1. We assume for the purpose of this Worked Example that the number of UK Cobham Group Employees at the Effective Date is 1,800.

Application of Scenario 1:

Reduction of UK Cobham Group Employees		
A	Number of UK Cobham Group Employees at the Effective Date (Effective Date Employees and UK Starting Employees)	1,800 ¹
B	Initial reduction of UK Cobham Group Employees made by Cobham following the Effective Date	150
C	Number of UK Cobham Group Employees following initial reduction (B) and prior to Relevant Event (Pre-Relevant Event Employees)	1,650
D	Remaining UK Cobham Group Employees (as a proportion of number of UK Starting Employees) (Pre-Relevant Event Proportion)	$\left(\frac{1,650 (C)}{1,800 (A)} \right) = 0.91\dot{6}^2$

¹ Note: This is an example number of UK Cobham Group Employees at the Effective Date to be used for the purpose of the Working Example only.

² Note: This is illustrative of the extent of the reduction relative to the percentage in clause 2.1(a)(i).

Relevant Event		
E	Number of UK Cobham Group Employees that are engaged or working in, directly or indirectly, the part of the business that is the subject of the Relevant Event	300
F	Number of UK Cobham Group Employees following Relevant Event (C – E) (Post-Relevant Event Employees)	1,350

Calculation of General Minimum Employees ³		
G	Floor Multiplier	0.9
H	New Floor (ie. minimum number of UK Cobham Group Employees to be retained following initial reduction of UK Cobham Group Employees and Relevant Event) (General Minimum Employees⁴)	$\left[\left(\frac{1,350 (F)}{0.916 (D)} \right) \right] \times 0.9 (G) = 1,325$

³ Note: This table applies the facts of Scenario 1 to the definitions that are relevant to the employee undertaking in clause 2.1.

⁴ Note: As rounded to the nearest whole number.

Scenario 2:

Following the Relevant Event in Scenario 1 (and continuing that example), a reduction of 10 UK Cobham Group Employees is made prior to another Relevant Event in respect of which there are 300 UK Cobham Group Employees that are engaged or working in, directly or indirectly, the part of the business that is the subject of this second Relevant Event.

Application of Scenario 2:

Reduction of UK Cobham Group Employees		
I	Number of UK Cobham Group Employees immediately following the first Relevant Event (in Scenario 1) (UK Starting Employees)	1,350 (See 'F' above)
J	Additional reduction of UK Cobham Group Employees made by Cobham following the first Relevant Event (in Scenario 1)	10
K	Number of UK Cobham Group Employees following additional reduction (J) but prior to this second Relevant Event (Pre-Relevant Event Employees)	1,340
L	Remaining UK Cobham Group Employees (as a proportion of number of UK Starting Employees) (Pre-Relevant Event Proportion)	$\left[\left(\frac{1,340 (K)}{1,350 (I)} \right) \right] = 0.99259$

Relevant Event		
M	Number of UK Cobham Group Employees that are engaged or working in, directly or indirectly, the part of the business that is the subject of the Relevant Event	300 ⁵
N	Number of UK Cobham Group Employees following Relevant Event (K – M) (Post-Relevant Event Employees)	1,040

⁵ Note: For the avoidance of doubt the 300 Employees referred to here are a separate 300 Employees to those in 'E' above.

Calculation of General Minimum Employees ⁶		
O	Prior General Minimum Employees	1,325 (See 'H' above)
P	Floor Multiplier	$\left[\left(\frac{1,325 (O)}{1,350 (I)} \right) \right] = 0.98148$
Q	New Floor (ie. minimum number of UK Cobham Group Employees to be retained following additional reduction of UK Cobham Group Employees and Relevant Event) (General Minimum Employees⁷)	$\left[\left(\frac{1,040 (N)}{0.99259 (L)} \right) \right] \times 0.98148 (P) = 1,028$

⁶ Note: This table applies the facts of Scenario 2 to the definitions that are relevant to the employee undertaking in clause 2.1 (taking into account Scenario 1 above, where applicable).

⁷ Note: As rounded to the nearest whole number.