

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): March 25, 2024

Airspan Networks Holdings Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware	001-39679	85-2642786
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

777 Yamato Road, Suite 310, Boca Raton, FL 33431
(Address of Principal Executive Offices) (Zip Code)

(561) 893-8670
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	MIMO	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On March 25, 2024, Airspan Networks Holdings Inc., a Delaware corporation (the "Company"), entered into Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents (the "Credit Agreement Amendment"), among the Company, Airspan Networks Inc., a Delaware corporation ("ANI"), certain subsidiaries of the Company, as guarantors, the lenders party thereto (collectively, the "Lenders") and DBFIP ANI LLC, as administrative agent and collateral agent (together with its successors and assigns in such capacities, the "CA Agent"). The Credit Agreement Amendment amends that certain Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents dated March 7, 2024 (the "Sixth Amendment and Restatement Agreement") among the Company, ANI certain subsidiaries of the Company, as guarantors, the Lenders, and the CA Agent. Under the Credit Agreement Amendment, the Lenders party thereto agreed to extend to April 7, 2024 their period of forbearance from exercising their rights and remedies as a result of certain events of default.

On March 25, 2024, the Company also entered into Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents (the "NPA Amendment") among the Company, ANI, certain subsidiaries of the Company, as guarantors, the purchasers party thereto (the "Purchasers") and DBFIP ANI LLC, as the administrative and collateral agent and trustee (the "NPA Agent"). The NPA Amendment amends that certain Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents dated March 7, 2024 (the "Seventh Amendment to NPA") among the Company, ANI, certain subsidiaries of the Company, as guarantors, the Purchasers, and the NPA Agent. Under the NPA Amendment, the Purchasers agreed to extend to April 7, 2024 their period of forbearance from exercising their rights and remedies as a result of certain events of default.

The foregoing descriptions of the Credit Agreement Amendment and the NPA Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of these documents, which are filed as Exhibits 10.1 and 10.2, respectively, hereto and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated March 25, 2024, among Airspan Networks Inc., Airspan Networks Holdings Inc., certain of its subsidiaries, as guarantors, the lenders party thereto and DBFIP ANI LLC, as administrative agent and collateral agent
10.2	Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents, dated March 25, 2024, among Airspan Networks Inc., Airspan Networks Holdings Inc., certain of its subsidiaries, as guarantors, the purchasers party thereto and DBFIP ANI LLC, as agent, collateral agent and trustee
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 28, 2024

Airspan Networks Holdings Inc.

By: /s/ Glenn Laxdal

Name: Glenn Laxdal

Title: President and Chief Executive Officer

2

**AMENDMENT NO. 1 TO
LIMITED WAIVER AND CONSENT, SIXTH AMENDMENT AND RESTATEMENT OF
CREDIT AGREEMENT AND REAFFIRMATION OF LOAN DOCUMENTS**

This **AMENDMENT NO. 1 TO LIMITED WAIVER AND CONSENT, SIXTH AMENDMENT AND RESTATEMENT OF CREDIT AGREEMENT AND REAFFIRMATION OF LOAN DOCUMENTS** is dated as of March 25, 2024 (this "**Agreement**"), and entered into by and among AIRSPAN NETWORKS INC., a Delaware corporation, as borrower (in such capacity, the "**Borrower**"), AIRSPAN NETWORKS HOLDINGS INC. (f/k/a New Beginnings Acquisition Corp.), a Delaware corporation ("**ANH**"), as Holdings (in such capacity, "**Holdings**"), each undersigned Subsidiary of the Borrower party to the Credit Agreement (as defined below) as a Guarantor (Holdings, together with each such Subsidiary acting in such capacity, collectively, the "**Guarantors**" and each, a "**Guarantor**"; and, together with the Borrower, collectively, the "**Loan Parties**" and, each, a "**Loan Party**"), the Lenders party hereto and DBFIP ANI LLC ("**Fortress**"), as Administrative Agent and Collateral Agent (Fortress, together with its successors and assigns in such capacities, the "**Agent**"), and acknowledged, agreed, and consented to by the Note Agent on the signature pages hereto.

WHEREAS, the Loan Parties are parties to (x) the Credit Agreement, dated as of December 30, 2020, as modified by (i) the Limited Consent, dated as of March 8, 2021, (ii) the First Amendment to Credit Agreement, dated as of June 14, 2021, (iii) the Waiver and Consent, Second Amendment, Restatement, Joinder and Omnibus Amendment to Credit Agreement and other Loan Documents, dated as of August 13, 2021, which amended and restated the Original Credit Agreement, (iv) the Limited Waiver and Consent under Amended and Restated Credit Agreement, dated as of November 2, 2021, (v) the Third Amendment and Waiver to Credit Agreement and Other Loan Documents, dated as of March 29, 2022, (vi) the Limited Consent letter agreement, dated as of March 31, 2022, (vii) the Limited Consent letter agreement, dated as of September 14, 2022, (viii) the Fourth Amendment, Limited Waiver and Consent Under Credit Agreement and Other Loan Documents, dated as of November 14, 2022, (ix) the Limited Waiver and Consent, Second Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated as of May 18, 2023, (x) the Limited Waiver and Consent, Third Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated as of November 14, 2023, (xi) the Limited Waiver and Consent, Fourth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated as of December 22, 2023, (xii) the Limited Waiver and Consent, Fifth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated as of February 28, 2024, (xiii) the Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated as of March 7, 2024 (the "**Sixth Amendment**") and as the same has been or may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time prior to the Effective Date (as defined below) (the "**Credit Agreement**"), among other things, together with the lenders from time to time party thereto (the "**Lenders**") and the Agent and (y) certain other Loan Documents pursuant to which, among other things, the Loan Parties have provided guarantees and collateral security in respect of the Obligations;

WHEREAS, the Loan Parties have requested that the Lenders party to the Sixth Amendment thereto amend the Sixth Amendment and the Lenders party hereto, which constitute as such Lenders and the Requisite Lenders as of the Effective Date (as defined below), have agreed to make certain amendments to the Sixth Amendment, in each case subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such respective terms in the Sixth Amendment or Credit Agreement, as applicable.

2. **Amendment to Sixth Amendment.** Subject to the terms and conditions set forth hereof and with effect from and after the Effective Date:

clause (ii) of Section 2 of the Sixth Amendment is hereby amended by replacing the words, "(ii) each Lender party hereto hereby agrees to forbear, and agrees to instruct the Agent to forbear from exercising any rights or remedies that they may have under the Credit Agreement and the other Loan Documents solely as a result of the Specified Events of Default during the period from the Effective Date through the earlier of (x) March 24, 2024, and (y) the closing of a Strategic Transaction ("**Forbearance**")" with the following:

"(ii) each Lender party hereto hereby agrees to forbear, and agrees to instruct the Agent to forbear from exercising any rights or remedies that they may have under the Credit Agreement and the other Loan Documents solely as a result of the Specified Events of Default during the period from the Effective Date through the earlier of (x) April 7, 2024, and (y) the closing of a Strategic Transaction ("**Forbearance**")".

3. **Effectiveness.** This Agreement and the amendments described in Section 2 above shall become effective immediately upon the Lenders' party hereto and the Agent's satisfaction with each of the following conditions precedent (the date of such satisfaction, the "**Effective Date**"):

- (i) The Agent (or its counsel) shall have each received the following, each in form and substance satisfactory to the Agent and the Lenders party hereto:
 - A. Duly executed counterparts to this Agreement, which shall be duly executed by the Borrower, each Guarantor, all Lenders party to the Sixth Amendment and the Agent;
 - B. A duly executed copy of Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents pursuant to which the holders party thereto and the collateral agent agree to amend that certain Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents, dated as of March 7, 2024;
- (ii) The representations and warranties contained in Section 4 herein shall be true and correct as of the Effective Date; and
- (iii) Immediately after giving effect to this Agreement and the amendments described in Section 2 above, no Default or Event of Default shall have occurred and be continuing (other than the Specified Events of Default) or would result from the execution, delivery or performance of this Agreement.

4. **Representations and Warranties; Ratification of Obligations; Reaffirmation of Guaranty and Loan Documents.** Each Loan Party hereby expressly represents and warrants that, immediately after giving effect to this Agreement and the amendments contemplated hereby, other than with respect to the Specified Events of Default: (i) each of

the representations and warranties set forth in Article V of the Credit Agreement are true and correct in all material respects on and as of the Effective Date, except (A) to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties remain true and correct in all material respects as of such earlier date and (B) in the case of any of the foregoing, other than representations that are qualified by materiality, which are true and correct in all respects; (ii) no Default or Event of Default has occurred and is continuing (other than the Specified Events of Default); and (iii) no event, change or condition has occurred since the Closing Date that has had or could reasonably be expected to have, a Material Adverse Effect.

5. **Reference to and Effect on the Credit Agreement and the Other Loan Documents** The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver or novation of any Loan Document or of any right, power or remedy of any Secured Party under any Loan Document, nor, except as expressly provided herein, constitute a waiver or novation of any provision of any of the Loan Documents. The parties hereto hereby expressly acknowledge and agree that this Agreement is, and shall be deemed to constitute, both a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

6. **Incorporation of Terms.** The provisions of Section 1.02 (*Other Interpretative Provisions*), 12.01 (*Notices*), Section 12.02 (*Governing Law; Submission to Jurisdiction*), Section 12.03 (*Jury Trial Waiver*), Section 12.05 (*APPOINTMENT OF PROCESS AGENT; SERVICE OF PROCESS*), Section 12.06 (*Borrower as Agent for Notice for Loan Parties*), Section 13.01 (*Successors and Assigns; Participations*), Section 13.02 (*Costs and Expenses; Indemnification*), Section 13.05 (*Amendments in Writing; Waiver; Integration*), Section 13.06 (*Counterparts*), Section 13.07 (*Survival*) and Section 13.09 (*Electronic Execution of Documents*) of the Credit Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those sections to "this Agreement" are references to this Agreement.

[Signature pages to follow.]

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and made effective as of the date first written above:

DBFIP ANI LLC,
as Agent, Note Agent and a Lender

By: /s/ Paul Lyons
Name: Paul Lyons
Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents]

4

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective as of the date first written above:

LENDERS:

FIP UST LP, as a Lender
By: FIP FUND I GP LLC, its general partner

By: /s/ Paul Lyons
Name: Paul Lyons
Title: Chief Financial Officer

FORTRESS LENDING II HOLDINGS L.P., as a Lender
By: Fortress Lending Advisors II LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS LENDING FUND II MACRPTF LP, as a Lender
By: FLF II MA-CRPTF Advisors LLC,
its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents]

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DRAWBRIDGE SPECIAL OPPORTUNITIES Fund LP, as a Lender
By: Drawbridge Special Opportunities GP LLC, its general partner

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS LENDING I HOLDINGS L.P., as a Lender

By: Fortress Lending Advisors II LLC, its investment manager

By: /s/ Avraham Dreyfuss

Name: Avraham Dreyfuss

Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents]

6

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective as of the date first written above:

LOAN PARTIES:

AIRSPAN NETWORKS HOLDINGS INC. (f/k/a New Beginnings Acquisition Corp.), a Delaware corporation, as a Guarantor and Grantor

By: /s/ David Brant

Name: David Brant

Title: Senior Vice President and Chief Financial Officer

AIRSPAN NETWORKS INC.,

a Delaware corporation, as Borrower and Grantor

By: /s/ David Brant

Name: David Brant

Title: Senior Vice President and Chief Financial Officer

AIRSPAN IP HOLDCO LLC,

a Delaware limited liability company, as a Guarantor and Grantor

By: /s/ David Brant

Name: David Brant

Title: Senior Vice President and Chief Financial Officer

AIRSPAN NETWORKS (SG) INC.,

a Delaware corporation, as a Guarantor and Grantor

By: /s/ David Brant

Name: David Brant

Title: Senior Vice President and Chief Financial Officer

[Signature Page to Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents]

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AIRSPAN COMMUNICATIONS LIMITED,

a company incorporated and registered in England and Wales, as a Guarantor

By: /s/ David Brant

Name: David Brant

Title: Director

AIRSPAN NETWORKS LTD.

an Israel corporation, as a Guarantor

By: /s/ David Brant

Name: David Brant

Title: Director

AIRSPAN JAPAN KK,

a Japanese corporation, as a Guarantor

By: /s/ Steven P. Shipley

Name: Steven P. Shipley

Title: Representative Director

[Signature Page to Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents]

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AMENDMENT NO. 1 TO LIMITED WAIVER AND CONSENT, SEVENTH AMENDMENT TO SENIOR SECURED CONVERTIBLE NOTE PURCHASE AND GUARANTEE AGREEMENT AND REAFFIRMATION OF NOTE DOCUMENTS

This AMENDMENT NO. 1 TO LIMITED WAIVER AND CONSENT, SEVENTH AMENDMENT TO SENIOR SECURED CONVERTIBLE NOTE PURCHASE AND GUARANTEE AGREEMENT AND REAFFIRMATION OF NOTE DOCUMENTS is dated as of March 25, 2024 (this "Agreement"), and entered into by and among AIRSPAN NETWORKS HOLDINGS INC. (F/K/A NEW BEGINNINGS ACQUISITION CORP.), a Delaware corporation ("ANH"), as Issuer (in such capacity, the "Issuer"), each undersigned Subsidiary of the Issuer party to the Note Purchase Agreement (as defined below) as a Guarantor (each such Subsidiary acting in such capacity, collectively, the "Guarantors" and each, a "Guarantor"; and, together with the Issuer, collectively, the "Note Parties" and, each, a "Note Party"), the Holders and DBFIP ANI LLC ("Fortress"), as agent, collateral agent and trustee for the Secured Parties (Fortress in such capacities together with its successors and assigns in such capacities, the "Collateral Agent"), and acknowledged, agreed, and consented to by the Term Loan Agent on the signature pages hereto.

WHEREAS, the Note Parties are parties to (x) the Senior Secured Convertible Note Purchase and Guarantee Agreement, dated as of July 30, 2021 (as modified by (i) the Limited Waiver and Consent under Senior Secured Convertible Note Purchase and Guarantee Agreement, dated as of November 2, 2021, (ii) the First Amendment and Waiver to Senior Secured Convertible Note Purchase and Guarantee Agreement and Other Note Documents, dated as of March 29, 2022, (iii) the Limited Consent letter agreement, dated as of March 31, 2022, (iv) the Limited Consent letter agreement, dated as of September 14, 2022, (v) the Second Amendment, Limited Waiver and Consent Under Senior Secured Convertible Note Purchase and Guarantee Agreement and Other Note Documents, dated as of November 14, 2022, (vi) the Third Amendment, Limited Waiver and Consent Under Senior Secured Convertible Note Purchase and Guarantee Agreement and Other Note Documents, dated as of May 18, 2023, (vii) the Limited Waiver and Consent, Fourth Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents, dated as of November 14, 2023, (viii) the Limited Waiver and Consent, Fifth Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents, dated as of December 22, 2023, (ix) the Limited Waiver and Consent, Sixth Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents, dated as of February 28, 2024, (x) the Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents, dated as of March 7, 2024 (the "Seventh Amendment") and as the same has been further amended, amended and restated, restated, supplemented or otherwise modified from time to time prior to the Effective Date (as defined below) (the "Note Purchase Agreement"), among other things, together with the Holders and the Collateral Agent and (y) certain other Note Documents, pursuant to which the Note Parties have provided guarantees and collateral security in respect of the Obligations;

WHEREAS, the Note Parties have requested that the Holders party to the Seventh Amendment thereto amend the Seventh Amendment and the Holders party hereto, which constitute as such Holders and the Required Holders as of the Effective Date (as defined below), have agreed to make certain amendments to the Seventh Amendment, in each case subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to such respective terms in the Seventh Amendment or Note Purchase Agreement, as applicable, or, if not defined therein, shall have the meanings ascribed to such respective terms in the applicable Convertible Note(s).

2. **Amendment to Seventh Amendment.** Subject to the terms and conditions set forth hereof and with effect from and after the Effective Date:

clause (ii) of Section 2.1 of the Seventh Amendment is hereby amended by replacing the words, (ii) each Holder party hereto hereby agrees to forbear, and agrees to instruct the Agent to forbear from exercising any rights or remedies that they may have under the Note Purchase Agreement and the other Note Documents solely as a result of the Specified Events of Default during the period from the Seventh Amendment Effective Date through the earlier of (x) March 24, 2024, and (y) the closing of a Strategic Transaction ("**Forbearance**") with the following:

(ii) each Holder party hereto hereby agrees to forbear, and agrees to instruct the Agent to forbear from exercising any rights or remedies that they may have under the Note Purchase Agreement and the other Note Documents solely as a result of the Specified Events of Default during the period from the Seventh Amendment Effective Date through the earlier of (x) April 7, 2024, and (y) the closing of a Strategic Transaction ("**Forbearance**").

3. **Effectiveness.** This Agreement and the amendments described in Section 2 above shall become effective immediately upon the Holders' party hereto and the Collateral Agent's satisfaction with each of the following conditions precedent (the date of such satisfaction, the "**Effective Date**"):

- (i) The Collateral Agent (or its counsel) shall have each received the following, each in form and substance satisfactory to the Collateral Agent and the Holders party hereto:
 - A. Duly executed counterparts to this Agreement, which shall be duly executed by the by the Issuer, each Guarantor, each Holder party to the Seventh Amendment and the Collateral Agent;
 - B. A duly executed copy of Amendment No. 1 to Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents pursuant to which the lenders party thereto and the agent agree to amend that certain Limited Waiver and Consent, Sixth Amendment and Restatement of Credit Agreement and Reaffirmation of Loan Documents, dated as of March 7, 2024;
- (ii) The representations and warranties contained in Section 4 herein shall be true and correct as of the Effective Date; and
- (iii) Immediately after giving effect to this Agreement and the amendments described in Section 2 above, no Default or Event of Default shall have occurred and be continuing (other than the Specified Events of Default) or would result from the execution, delivery or performance of this Agreement.

4. **Representations and Warranties; Ratification of Obligations; Reaffirmation of Guaranty and Note Documents.** Each Note Party hereby expressly represents and

warrants that, immediately after giving effect to this Agreement and the amendments contemplated hereby, other than with respect to the Specified Events of Default: (i) each of the representations and warranties set forth in Section 3.1 of the Note Purchase Agreement and the other Note Documents are true and correct in all material respects on and as of the Seventh Amendment Effective Date, except (A) to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties remain true and correct in all material respects as of such earlier date, (B) in the case of any of the foregoing, other than representations that are qualified by materiality, which are true and correct in all respects, and (C) the Schedules to the Note Purchase Agreement, as updated and delivered to the Collateral Agent prior to the date hereof, do not reflect the sale of Mimosa Networks, Inc. and the transactions previously approved by the Collateral Agent in connection therewith, which Schedules will be updated by the Note Parties in the ordinary course in accordance with the terms of the Note Documents; (ii) no Default or Event of Default has occurred and is continuing (other than the Specified Events of Default); and (iii) no event, change or condition has occurred since the Closing Date that has had or could reasonably be expected to have, a Material Adverse Effect.

5. Reference to and Effect on the Note Purchase Agreement and the Other Note Documents The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver or novation of any Note Document or of any right, power or remedy of any Secured Party under any Note Document, nor, except as expressly provided herein, constitute a waiver or novation of any provision of any of the Note Documents. The parties hereto hereby expressly acknowledge and agree that this Agreement is, and shall be deemed to constitute, both a "Note Document" for all purposes of the Note Purchase Agreement and the other Note Documents.

6. Incorporation of Terms. The provisions of Section 9 (*Indemnity*), Section 12.1 (*Notices*), Section 12.2 (*Governing Law*), Section 12.3 (*Jury Trial Waiver*), Section 12.5 (*Appointment of Process Agent; Service of Process*); Section 12.6 (*Issuer as Agent for Notice for the Guarantors*); Section 14.5 (*Survival*), Section 14.11 (*Successors and Assigns*), Section 14.9 (*Amendments*), Section 14.16 (*Counterparts*), Section 14.28 (*Interpretative Provisions*) and Section 14.29 (*Electronic Execution of Documents*) of the Note Purchase Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those sections to "this Agreement" are references to this Agreement.

[Signature pages to follow.]

3

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and made effective as of the date first written above:

DBFIP ANI LLC,
as Collateral Agent and Term Loan Agent

By: /s/ Paul Lyons
Name: Paul Lyons
Title: Chief Financial Officer

[Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents]

4

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective as of the date first written above:

HOLDERS:

FIP UST LP, as a Holder
By: FIP FUND I GP LLC, its general partner

By: /s/ Paul Lyons
Name: Paul Lyons
Title: Chief Financial Officer

FLF II HOLDINGS FINANCE L.P., as a Holder
By: FLF II Holdings Finance CM LLC, as Servicer
By: Fortress Lending II Holdings L.P., its Sole Member
By: Fortress Lending Advisors II LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS LENDING II HOLDINGS L.P., as a Holder
By: Fortress Lending Advisors II LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents]

5

FLF I HOLDINGS FINANCE L.P., as a Holder
By: FLF I Holdings Finance CM LLC, as Servicer

By: Fortress Lending I Holdings L.P., its Sole Member
By: Fortress Lending Advisors LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

DBDB FUNDING LLC, as a Holder

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

FORTRESS LENDING FUND II MA-CRPTF LP, as a Holder
By: FLF II MA-CRPTF Advisors LLC, its investment manager

By: /s/ Avraham Dreyfuss
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents]

6

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective as of the date first written above:

NOTE PARTIES:

AIRSPAN NETWORKS HOLDINGS INC. (f/k/a New Beginnings Acquisition Corp.), a Delaware corporation, as Issuer

By: /s/ David Brant
Name: David Brant
Title: Senior Vice President and Chief Financial Officer

[Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents]

7

AIRSPAN NETWORKS INC.,
a Delaware corporation, as a Guarantor and Grantor

By: /s/ David Brant
Name: David Brant
Title: Senior Vice President and Chief Financial Officer

AIRSPAN IP HOLDCO LLC,
a Delaware limited liability company, as a Guarantor and Grantor

By: /s/ David Brant
Name: David Brant
Title: Senior Vice President and Chief Financial Officer

AIRSPAN NETWORKS (SG) INC.,
a Delaware corporation, as a Guarantor and Grantor

By: /s/ David Brant
Name: David Brant
Title: Senior Vice President and Chief Financial Officer

[Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and Guarantee Agreement and Reaffirmation of Note Documents]

8

AIRSPAN COMMUNICATIONS LIMITED,
a company incorporated and registered in England and Wales, as a Guarantor

By: /s/ David Brant
Name: David Brant
Title: Director

AIRSPAN NETWORKS LTD.
an Israel corporation, as a Guarantor

By: /s/ David Brant
Name: David Brant
Title: Director

AIRSPAN JAPAN KK,
a Japanese corporation, as a Guarantor

By: /s/ Steven P. Shipley
Name: Steven P. Shipley
Title: Representative Director

*[Amendment No. 1 to Limited Waiver and Consent, Seventh Amendment to Senior Secured Convertible Note Purchase and
Guarantee Agreement and Reaffirmation of Note Documents]*