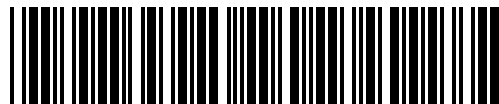




**Registration of a Charge**

Company Name: **VOLEX PLC**

Company Number: **00158956**



Received for filing in Electronic Format on the: **14/02/2022**

XAXUHPIO

**Details of Charge**

Date of creation: **11/02/2022**

Charge code: **0015 8956 0024**

Persons entitled: **HSBC CONTINENTAL EUROPE**

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 158956

Charge code: 0015 8956 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th February 2022 and created by VOLEX PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2022 .

Given at Companies House, Cardiff on 15th February 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**

# **SUPPLEMENTAL DEED**

(relating to a Share Charge dated 26 November 2020)

**DATED THE** 11 **DAY OF** February **2022**

**BETWEEN**

**VOLEX PLC**  
as Chargor

**AND**

**HSBC CONTINENTAL EUROPE**  
(formerly known as HSBC France)  
as Security Trustee

**RAJAH & TANN** | *Singapore*

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**THIS DEED** is made on the 11 day of February 2022

**BETWEEN:**

- (1) **VOLEX PLC** (registered in England with number 158956) whose registered office is at Unit C1 Antura, Bond Close, Basingstoke, Hampshire, United Kingdom, RG24 8PZ (the "**Chargor**"); and
- (2) **HSBC CONTINENTAL EUROPE** (formerly known as HSBC France) as security trustee for the Secured Parties ("**Security Trustee**" which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Intercreditor Deed),

and is supplemental to a share charge (the "**Share Charge**") dated 26 November 2020 made between (1) the Chargor, as chargor and (2) the Security Trustee, as security trustee, in relation to all of the issued share capital of Volex Pte Ltd (a company incorporated in Singapore with company registration number 199204804R) (the "**Company**").

**WHEREAS:**

- (A) By an amendment and restatement deed (the "**Amendment and Restatement Deed**") dated 11 February 2022 made between, (1) the Chargor, (2) the Borrowers (as defined therein), (3) the Guarantors (as defined therein), (4) the Existing Lenders (as defined therein), (5) the New Lenders (as defined therein), (6) the Outgoing Lender (as defined therein), (7) HSBC Bank plc as agent (the "**Agent**") and (8) the Security Trustee, the parties thereto have agreed to amend and restate the facility agreement originally dated 12 November 2020 made between, among others, the Chargor, the Arrangers, the Agent and the Security Trustee (the "**Facility Agreement**"), on the terms and conditions set out therein.
- (B) The Chargor is entering into this Supplemental Deed in connection with the Finance Documents.
- (C) The Board of Directors of the Chargor is satisfied that entering into this Supplemental Deed is for the purposes and to the benefit of the Chargor and its business.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Supplemental Deed, except where the context otherwise requires, "**Party**" means a party to this Supplemental Deed.
- 1.2 All the terms and references used in this Supplemental Deed and which are defined or construed in the Facility Agreement (as amended and restated by the Amendment and Restatement Deed) but are not defined or construed in this Supplemental Deed shall have the same meaning and construction in this Supplemental Deed. The principles of construction set out in the Share Charge shall have effect as if set out in this Supplemental Deed.

- 1.3 The headings in this Supplemental Deed are inserted for convenience only and shall be ignored in construing this Supplemental Deed.

## 2. AMENDMENTS TO THE SHARE CHARGE

- 2.1 The Parties hereto agree that on and from the Effective Date, the Share Charge shall be amended as follows:

- (a) Paragraph (b) of Clause 6 (*Undertakings*) shall be amended by inserting the words "save as permitted by the Facility Agreement" after the word "Charge" appearing in line 2 of the abovementioned paragraph.

- (b) Clause 14.2 (*Ratification*) shall be amended by deleting it in its entirety thereof and substituting therefor the following:

**"Ratification:** The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 14.1 (Appointment) above shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause. Any person or persons or fluctuating body of persons appointed pursuant to Clause 12 (Delegation) may enjoy the benefit of or enforce the terms of this Clause in accordance with the provision of the Contracts (Rights of Third Parties) Act 2001 of Singapore."

- (c) Clause 22 (*Rights of Third Parties*) shall be amended by deleting it in its entirety thereof and substituting therefor the following:

"Save for the Secured Parties and the Receiver and as expressly referred to herein, a person who is not a party to this Charge shall have no rights under the Contracts (Right of Third Parties) Act 2001 of Singapore to enforce or enjoy any of its terms. Notwithstanding any provision to the contrary herein, no consent of any third party is required for any variation (including any release or compromise of any liability under) or termination of this Charge."

- (d) the definition of "Act" at Paragraph 1.1 of Schedule 1 (*Interpretation*) shall be amended by deleting it in its entirety thereof and substituting therefor the following:

**"Act** means the Conveyancing and Law of Property Act 1886 of Singapore;"

- (e) Paragraph 1.6 of Schedule 1 (*Interpretation*) shall be amended by deleting it in its entirety thereof and substituting therefor the following:

"A Default is continuing if it has not been remedied or waived provided that, following the service by the Agent (as defined in the Facility Agreement) of a notice pursuant to Clause 28.35 (*Acceleration*) of the Facility Agreement, an Event of Default in respect of which such notice has been given is continuing if it has not been waived."

- (f) each reference to the "**Facility Agreement**" shall be deemed to be a reference to the Amended and Restated Facilities Agreement.

**2.2** Except to the extent expressly amended by the provisions of this Supplemental Deed, the terms and conditions of the Share Charge are hereby confirmed and shall remain in full force and effect. The Parties hereby confirm that the Share Charge shall continue to remain in full force and effect and be binding on it after the date of this Supplemental Deed.

**2.3** The Share Charge and this Supplemental Deed shall be read and construed as one document and this Supplemental Deed shall be considered to be part of the Share Charge and, without prejudice to the generality of the foregoing, where the context so allows, references in the Share Charge to "**this Charge**", howsoever expressed, shall be read and construed as references to the Share Charge as supplemented by Supplemental Deed or as may from time to time be further amended, modified or supplemented.

### **3. CHARGE**

**3.1** The Chargor as legal and beneficial owner, and as a continuing security for the payment and discharge of the Secured Obligations and for the observance and performance by each of the Obligors of their obligations under the Finance Documents to which they are a party, hereby charges and agrees to charge in favour of the Security Trustee, with the intent that it shall take effect by way of first fixed charge, free from all other liens, charges and encumbrances (save for the pledges and charges created pursuant to the other Finance Documents), (a) all the Shares (whether delivered by the Chargor to the Security Trustee, its nominee or otherwise) currently owned legally and beneficially by the Chargor; (b) all other stocks, shares, warrants and other securities in the capital of the Company from time to time owned legally and beneficially by the Chargor; (c) all other stocks, shares, warrants and other securities in the capital of the Company owned legally and beneficially by the Chargor which are now or may at any time during the continuance of the security created by this charge be, in the possession of, lodged or deposited with, transferred to or otherwise held by the Security Trustee (in substitution for, or in addition to, the securities referred to in this clause) for purposes of this charge; and (d) all rights, benefit and proceeds attaching to or arising from or in respect of any of the securities referred to in this clause.

**3.2** The security created by this charge shall affect, and the Charged Property shall include, (a) all dividends paid or payable on any of the Charged Securities, (b) all stocks, shares and other securities (together with all dividends paid or payable thereon), rights, moneys or other property paid, distributed, accruing or offered at any time (by way of dividend, bonus, redemption, rights, preference, option, stock, warrant or otherwise) on, to or in respect of or in substitution for any of the Charged Securities, (c) the proceeds of sale and redemption and any payment or receipt of, on or in respect of any of the Charged Securities, and (d) all contractual and/or other rights which the Chargor may have against any person under any custody, arrangement or otherwise in respect of any of the Charged Securities save that until an Event of Default shall have occurred, the Chargor is entitled to retain any dividends or any other distribution paid or payable on any of the Charged Securities and, to the extent that legal title to the relevant Charged Securities is vested in the Security Trustee, the Security Trustee shall hold such dividends or any other distribution that may be received by it on trust for the Chargor and pay the same to the

Chargor or as it may reasonably direct except where any such compliance by the Security Trustee would cause an Event of Default.

- 3.3** Subject always to clause 16 (Avoidance of Payment) of the Share Charge, if at any time the whole of the Secured Obligations shall have been irrevocably and finally paid, discharged and satisfied in full, the Security Trustee shall at the Chargor's request (and at the Chargor's cost and expense) reassign the Charged Property and release the security created by this charge.

#### **4. CONFIRMATION**

The Chargor hereby irrevocably and unconditionally confirms, acknowledges and agrees as follows:

- (a) it has received a copy of each of the Facility Agreement, the Share Charge and the Amendment and Restatement Deed (including the Amended and Restated Facilities Agreement as annexed thereto), (collectively, the "**Documents**") and it acknowledges the terms thereof;
- (b) it irrevocably and unconditionally acknowledges and consents to the amendment and restatement of the Facility Agreement and the other matters contemplated under the Amendment and Restatement Deed, on the terms and conditions set out in the Amendment and Restatement Deed;
- (c) it irrevocably and unconditionally acknowledges that each other Obligor may enter into the Amendment and Restatement Deed and the other Finance Documents to which it is a party, on the terms and conditions set out in the Amendment and Restatement Deed;
- (d) the Transaction Security created by or pursuant to the Share Charge shall, without prejudice to the terms thereof, continue in full force and effect (notwithstanding the amendment and restatement of the Facility Agreement pursuant to the Amendment and Restatement Deed) and extends to the liabilities and obligations of the Chargor under the Finance Documents as amended and restated by the Amendment Documents (as defined in the Amendment and Restatement Deed) or any other document or agreement entered into pursuant to or contemplated by this Supplemental Deed and the Amendment and Restatement Deed;
- (e) nothing in this Supplemental Deed shall in any way limit, affect or prejudice any of the rights of the Secured Parties under the Finance Documents and in particular, each Secured Party shall have the right to exercise all remedies which it may have under any Finance Document in respect of any breach of any of the obligations under any Finance Document which has occurred prior to the date of this Supplemental Deed (save where such breach shall have been waived by such Secured Party in accordance with clause 43 (*Amendments and Waivers*) of the Amended and Restated Facilities Agreement); and
- (f) this Supplemental Deed shall not in any way whatsoever impose any obligation on any Secured Party to seek any similar confirmation from the Chargor in the future in respect of any further or additional banking facilities.

## **5. NOTICE**

The Chargor shall, forthwith upon the execution of this Supplemental Deed, give to the Company a notice of this charge substantially in the form set out at **Annex A** (or in such form as is acceptable to the Security Trustee) and shall ensure that the Company so notified promptly signs and delivers the acknowledgement of notice as set out herein.

## **6. REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties in Clause 5 (*Representations and Warranties*) of the Share Charge, by reference to the facts and circumstances then existing on the Effective Date.

## **7. APPLICATION OF SHARE CHARGE**

Each of the Parties agrees and declares that all the provisions of, and all the covenants and powers contained in or subsisting under, the Share Charge shall apply equally to this Supplemental Deed as if such provisions, covenants and powers were expressly set out or contained in this Supplemental Deed and made to apply specifically to this Supplemental Deed.

## **8. COUNTERPARTS**

This Supplemental Deed may be signed in any number of counterparts, all of which taken together and when delivered to the Security Trustee shall constitute one and the same instrument. Any party may enter into this Supplemental Deed by signing such counterpart.

## **9. THIRD PARTIES**

Save for the Secured Parties and the Receiver and as expressly referred to herein, a person who is not a party to this Supplemental Deed shall have no rights under the Contracts (Right of Third Parties) Act 2001 of Singapore to enforce or enjoy any of its terms. Notwithstanding any provision to the contrary herein, no consent of any third party is required for any variation (including any release or compromise of any liability under) or termination of this Supplemental Deed.

## **10. GOVERNING LAW AND JURISDICTION**

**10.1** This Supplemental Deed shall be governed by and construed in accordance with the laws of the Republic of Singapore.

**10.2** In respect of any legal action or proceedings arising out of or in connection with this Supplemental Deed ("**Proceedings**"), each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore and waives any objection to any Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate or inconvenient forum. That submission shall not affect the right of either party to institute Proceedings in any other jurisdiction.

- 10.3** The Chargor irrevocably appoints the Company (the "**Process Agent**") to receive, for it and on its behalf, service of process in any Proceedings in Singapore. Such service shall be deemed completed on delivery to the Process Agent (whether or not it is forwarded to and received by the Chargor). If for any reason the Process Agent ceases to be able to act as such or no longer has an address in Singapore, the Chargor shall immediately notify the Security Trustee of this, and undertakes to appoint a substitute process agent acceptable to Security Trustee, and to deliver to the Security Trustee a copy of the substitute process agent's acceptance of that appointment, within thirty (30) days of original Process Agent ceasing to act as such, or ceasing to have an address in Singapore.

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**ANNEX A**  
**FORM OF NOTICE OF CHARGE**

To: The Directors of Volex Pte Ltd

Date:

Dear Sirs

**NOTICE OF CHARGE**

We refer to the shares, stocks and other securities owned by us in the capital of Volex Pte Ltd ("**Company**"), particularly the 1,620,000 shares comprised in certificate(s) numbered [●] ("**Shares**").

We hereby give you notice that by a supplemental deed dated [●] ("**Supplemental Deed**") granted by us in favour of HSBC Continental Europe as security trustee ("**Security Trustee**") in relation to the share charge (the "**Share Charge**", together with the Supplemental Deed, the "**Revised Charge**") dated 26 November 2020 made between (1) us, as chargor and (2) the Security Trustee, as security trustee we have charged and agreed to charge free from all liens, charges and other encumbrances (save for the pledges and charges created pursuant to the terms of the other Finance Documents (as defined therein)) all our present and future rights, title and interest in and to, and all benefits accrued and to accrue to us in respect of the Charged Property (as defined in the Share Charge) (including the Shares).

Under the terms of the Revised Charge, we are prohibited from selling, transferring, lending, disposing of or creating or having outstanding any charge, encumbrance or other security over the shares, stocks and other securities owned by us in the capital of the Company, including the Shares. The Revised Charge further prohibits, *inter alia*, the cancellation, increase, creation, subdivision, issuance or any other alteration of the share capital or the Constitution of the Company without the prior written consent of the Security Trustee.

The Revised Charge also affects all share dividends, bonus shares, rights and any other cash, securities or property distributed, accruing or offered in respect of the Charged Securities (as defined therein) (including the Shares).

Please acknowledge receipt of this Notice of Charge and confirm your understanding of the contents hereof by signing and returning to us the Acknowledgement of Notice in the form attached.

Yours faithfully

---

**VOLEX PLC**

cc. HSBC Continental Europe as Security Trustee

**FORM OF ACKNOWLEDGEMENT OF NOTICE**

To: (1) **HSBC CONTINENTAL EUROPE AS SECURITY TRUSTEE**  
(2) **VOLEX PLC**

Date:

We hereby acknowledge receipt of the Notice of Charge (as attached) and confirm our understanding of the contents thereof.

Yours faithfully  
for and on behalf of  
**VOLEX PTE LTD**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF this Supplemental Deed has been duly executed as a deed by the parties hereto.

**THE CHARGOR**

Executed as a deed by )  
VOLEX PLC )  
by )

  
Name: *JONATHAN BOADEN*  
Designation: Director

\_\_\_\_\_  
Name:  
Designation: Secretary

IN WITNESS WHEREOF this Supplemental Deed has been duly executed as a deed by the parties hereto.

**THE CHARGOR**

Executed as a deed by )  
VOLEX PLC )  
by )

---

Name:  
Designation: Director



---

Name: Christian Bedford  
Designation: Secretary

**THE SECURITY TRUSTEE**

**SIGNED, SEALED and DELIVERED**

as a Deed

by

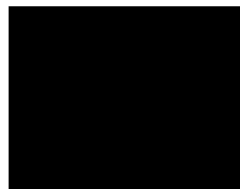
as attorney

for and on behalf of

**HSBC CONTINENTAL EUROPE**

in the presence of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)



Vincent LECLERCQ



Name of Witness: Mickaël UZAN

Address:



Fax Number: N/A

Attention:

Vincent LECLERCQ