



Registration of a Charge

Company Name: **VOLEX PLC**

Company Number: **00158956**



Received for filing in Electronic Format on the: **25/02/2022**

XAYLEZTV

Details of Charge

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

Charge code: **0015 8956 0026**

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 0026

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 25th February 2022 .

Given at Companies House, Cardiff on 1st March 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**

DATE: 11 FEBRUARY 2022

**ANNEX NO. 1 TO THE REGISTERED PLEDGE OVER SHARES AGREEMENT
DATED 12 NOVEMBER 2020**

Between

VOLEX PLC
(as Pledgor)

and

HSBC CONTINENTAL EUROPE
(FORMERLY KNOWN AS HSBC FRANCE)
(as Pledgee)

CMS Cameron McKenna Nabarro Olswang Pośniak i Bejm spółka komandytowa
Warsaw Financial Center

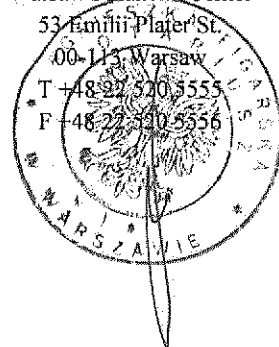


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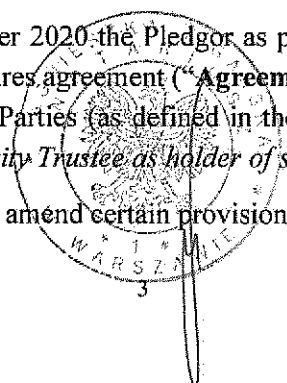
THIS ANNEX NO. 1 TO THE REGISTERED PLEDGE OVER SHARES AGREEMENT DATED 12 NOVEMBER 2020 (the "**Annex**") is concluded on 11 February 2022 in Warsaw,

BETWEEN:

- (1) **VOLEX PLC** (registered in England and Wales with number 00158956) whose registered office is at Unit C1 Antura, Bond Close, Basingstoke, Hampshire, United Kingdom, RG24 8PZ (the "**Pledgor**") represented by Mateusz Tusznio – attorney-in-fact,
and
- (2) **HSBC CONTINENTAL EUROPE** (formerly known as **HSBC FRANCE**), a French *societe anonyme*, whose registered office is at 38, Avenue Kléber, 75116 Paris, registered with the Trade and Companies Registry of Paris (*Registre du Commerce et des Societes*) under number 775 670 284 (the "**Pledgee**"), represented by Adrian Więśław – attorney-in-fact,
both hereinafter referred to as the "**Parties**", and each of them as the "**Party**".

PREAMBLE:

- (A) **WHEREAS**, pursuant to the facility agreement dated 12 November 2020 concluded between, among others, the Pledgor as original borrower and original guarantor, the Company as original guarantor, HSBC Bank plc as, among others, agent and the Pledgee as security trustee and HSBC UK Bank plc, J.P. Morgan Securities plc and Citibank, N.A., London Branch (the "**Original Lenders**") as arrangers and original lenders (the "**Facility Agreement**"), the Finance Parties (as defined in the Facility Agreement) agreed to make available to the borrowers, subject to the terms and conditions of the Facility Agreement, the Facility (as defined in the Facility Agreement).
- (B) **WHEREAS**, in connection with the Facility Agreement on 12 November 2020, among others, the Pledgor as company and original debtor, the Company as original debtor, HSBC Bank plc as agent, and the Pledgee as security trustee and Original Lenders as senior lenders and arrangers entered into the intercreditor agreement (the "**Intercreditor Agreement**").
- (C) **WHEREAS**, on 11 February 2022, inter alia, the Pledgor as borrower and guarantor, the Company as guarantor, HSBC Bank plc as, among others, agent and the Pledgee as security trustee and HSBC UK Bank plc, Citibank N.A., London Branch, Barclays Bank plc, Fifth Third Bank, National Association and UniCredit Bank AG, London Branch as arrangers and lenders entered into an amendment and restatement deed to the Facility Agreement pursuant to which the Facility Agreement has been amended and restated and certain Finance Parties (as defined in the amended and restated Facility Agreement) has changed.
- (D) **WHEREAS**, in connection with the Facility Agreement, amendment deed dated 12 February 2022 to the Intercreditor Agreement has been made between Volex Plc as company, certain subsidiaries of Volex Plc (including the Company) as debtors, HSBC Bank plc as agent, the Pledgee as security trustee, financial institutions listed therein as senior lenders and/or hedge counterparties, HSBC UK Bank Plc and Citibank, N.A., London Branch as arrangers, Barclays Bank PLC, Fifth Third Bank, National Association and UniCredit Bank AG, London Branch as new lenders and J.P. Morgan Securities Plc as outgoing lender.
- (E) **WHEREAS**, on 12 November 2020 the Pledgor as pledgor and Pledgee as pledgee concluded the registered pledge over shares agreement ("**Agreement**") in order to secure the payment of all amounts due to the Secured Parties (as defined in the Facility Agreement) from the Company under Clause 36.2 (*The Security Trustee as holder of security*) of the Facility Agreement.
- (F) **WHEREAS**, Parties agree to amend certain provisions of the Agreement.



IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Annex all terms and expressions shall, in the absence of a contrary intention of the Parties or unless otherwise defined, have the meaning attributed to such terms and expressions in the Agreement.
- 1.2 All general provisions of the Agreement relating to the rules of its representation shall apply equally to this Annex.

2. AMENDMENTS

- 2.1 The Parties hereby agree that as of the date hereof, the Agreement shall be amended as follows:
 - 2.1.1 Definition of the "Facility Agreement" shall be introduced to Clause 1.1 (*Definitions*) of the Agreement shall read as follows and all references in the Agreement to the "Facility Agreement" shall be references to this definition:

“**Facility Agreement**” means the facility agreement dated 12 November 2020 as amended and restated on 11 February 2022 between, among others, the Pledgor as borrower and guarantor, the Company as guarantor, HSBC Bank plc as, among others, agent and the Pledgee as security trustee and HSBC UK Bank plc, Citibank N.A., London Branch, Barclays Bank plc, Fifth Third Bank, National Association and UniCredit Bank AG, London Branch as arrangers and lenders.”
 - 2.1.2 Clause 2.2 (*Maximum security amount*) of the Agreement shall be amended and read as follows:

“The Registered Pledge shall be established to the maximum security amount of **USD 300,000,000.**”
- 2.2 Subject to amendments made to this Annex, other provisions of the Agreement shall remain unchanged.

3. REGISTRATION AND FURTHER ASSURANCES

- 3.1 The Pledgor shall file or arrange for the filing, at its own cost, within 1 Business Day of the date of this Agreement, of the application to enter amendments to the Registered Pledge (registered under the number 2663289) into the register of pledges kept by the relevant court.
- 3.2 A copy of the application with the acknowledgement of its receipt by the relevant court or confirmation of its dispatch by registered mail to the relevant court and confirmation of the payment of the registration fee shall be provided to the Pledgee without undue delay.
- 3.3 The Pledgor shall arrange for amendments to the Registered Pledge to be entered into the register of pledges without undue delay. The Pledgor shall deliver to the Pledgee, promptly after their receipt, copies of all correspondence with the court keeping the register of pledges for the Registered Pledge, including, but not limited to, any court decisions regarding removing formal defects included in the application for entering amendments to the Registered Pledge into the register of pledges.
- 3.4 The Pledgor must promptly take any actions, which are required by the relevant court in order to register amendments to the Registered Pledge in the register of pledges. The Pledgor is obliged to remove any formal defect or any mistake in the application for the registration of amendments

to the Registered Pledge or in the court's decision evidencing the fact of registration of amendments to the Registered Pledge within the relevant time limit

4. REPRESENTATIONS AND WARRANTIES

Pledgor repeats the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the Agreement in relation to this Annex.

5. LANGUAGE AND COUNTERPARTS

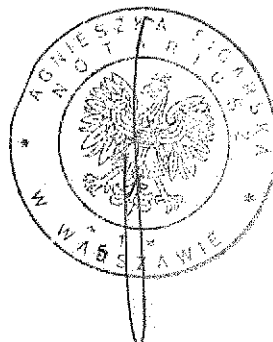
This Annex has been executed in Polish and English language versions, in 3 (three) copies in Polish and 2 (two) copies in English, one counterpart for each Party and 1 (one) copy of the Polish language version for the registration court. In case of any discrepancies, the English language version prevails.

6. GOVERNING LAW

This Annex as well as any non-contractual obligations arising under or in connection therewith is governed by Polish law.

7. DISPUTE RESOLUTION

The Parties irrevocably agree that any dispute which may arise under or in connection with this Annex or which relates to its violation, termination or nullity will be settled by a Polish common court for the capital city of Warsaw in Warsaw.



SIGNATORIES

AS WITNESS the hands of the duly authorised representatives of the Parties hereto the day and year first before written.

The Pledgor

VOLEX PLC

By: 

Name and Surname: Mateusz Tusznio

Position: Attorney-in-fact

The Pledgee

**HSBC CONTINENTAL EUROPE
(FORMERLY KNOWN AS HSBC FRANCE)**

By: 

Name and Surname: Adrian Więśław

Position: Attorney-in-fact

[Date certified by a notary]

