



Registration of a Charge

Company Name: **VOLEX PLC**

Company Number: **00158956**



XCVD2VDM

Received for filing in Electronic Format on the: **23/01/2024**

Details of Charge

Date of creation: **19/01/2024**

Charge code: **0015 8956 0028**

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: **JURE TUS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 158956

Charge code: 0015 8956 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2024 and created by VOLEX PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2024 .

Given at Companies House, Cardiff on 23rd January 2024

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

AMENDMENT NO. 1 TO SHARE PLEDGE AGREEMENT

This AMENDMENT NO. 1 TO SHARE PLEDGE AGREEMENT, dated as of January 19, 2024 (this “**Amendment**”), is entered into by and among VOLEX PLC (formerly known as VOLEX GROUP P.L.C.), a company incorporated in England and Wales with company number 158956 (“**Volex**”), Volex Holdings Inc., a company incorporated in the Commonwealth of Massachusetts (“**Volex Holdings**”, and, together with Volex, individually and collectively, the “**Pledgor**”), and HSBC Continental Europe (formerly known as HSBC France), as Security Trustee for the Secured Parties (as defined below) (“**Pledgee**”). Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Amended Pledge Agreement (as defined below).

WHEREAS, the Pledgor and the Pledgee are party to that certain Share Pledge Agreement, dated as of November 12, 2020 (the “**Pledge Agreement**”, and as amended by this Amendment, the “**Amended Pledge Agreement**”); and

WHEREAS, the Pledgor has requested that the Pledgee, and the Pledgee has agreed to, amend the Pledge Agreement on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Pledge Agreement.

(a) Effective as of the Amendment No. 1 Effective Date (as defined below), the Pledge Agreement is hereby amended as follows:

(1) the definition of “Subsidiary” set forth in Section 1 of the Pledge Agreement is hereby amended and restated to read in its entirety as follows: “‘Subsidiary’ shall mean any and each of Volex Holdings Inc., a Massachusetts corporation, Volex Inc., a Massachusetts corporation, MC Electronics, LLC, a Delaware limited liability company, Servatron, Inc., a Washington corporation, or Irvine Electronics, LLC, a California limited liability company.”

(2) Section 5.5 of the Pledge Agreement is hereby amended and restated to read in its entirety as follows: “Upon the delivery to Pledgee of the certificates representing the Pledged Shares and the filing of a UCC financing statement with the Recorder of Deeds of the District of Columbia or the Secretary of the Commonwealth of the Commonwealth of Massachusetts, as applicable, Pledgee will have, for the benefit of the Secured Parties, a valid and perfected first priority security interest in the Pledged Shares subject to no prior Lien.”

(b) Effective as of the Amendment No. 1 Effective Date, Schedule 1 to the Pledge Agreement is hereby amended and restated in its entirety in the form attached hereto as Annex A.

(c) The Pledgor hereby confirms the grant to the Pledgee set forth in the Amended Pledge Agreement of, and does hereby pledge and collaterally assign to the Pledgee, for the benefit of the Secured Parties, all of the Pledgor's right, title and interest in, to and under the Pledged Shares to secure the due and punctual payment of all Secured Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due.

Section 2. Conditions Precedent. This Amendment shall be effective on the date hereof (the "**Amendment No. 1 Effective Date**"), subject to the satisfaction of the following conditions precedent:

- (a) the Pledgee shall have received this Amendment executed by the Pledgor and the Pledgee;
- (b) the representations and warranties of the Pledgors set forth in Section 5 in the Amended Pledge Agreement shall be true and correct as of the Amendment No. 1 Effective Date; and
- (c) on the Amendment No. 1 Effective Date, immediately before and after giving effect to the amendments to the Pledge Agreement as set forth in Section 1 of this Amendment, no Default or Event of Default shall have occurred or be continuing.

Section 3. Representations and Warranties. The Pledgor hereby represents and warrants to the Pledgee and the other Secured Parties on and as of the date hereof that the representations and warranties of the Pledgors set forth in Section 5 of in the Amended Pledge Agreement are true and correct.

Section 4. Amendments to Filings. The Pledgor hereby irrevocably authorizes the Pledgee to file, in the name of such Pledgor or otherwise and without the signature or other separate authorization or authentication of the Pledgor appearing thereon, such UCC financing statement amendment as the Pledgee deems necessary or reasonably appropriate to perfect or maintain the perfection of the Security Interests as amended by this Amendment.

Section 5. Amendments. Any provision of this Amendment may be amended, changed, discharged, terminated or waived if, but only if, such amendment or waiver is in writing and is signed by each Pledgor and the Pledgee or otherwise in accordance with Clause 18.3 of the Amended Pledge Agreement.

Section 6. Counterparts. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. An executed counterpart of this instrument delivered by facsimile or other electronic communication shall be as effective as a manually executed and delivered counterpart of this instrument.

Section 7. Headings. The headings of this Amendment are for purposes of reference

only and shall not limit or otherwise affect the meaning hereof.

Section 8. Governing Law, Submission to Jurisdiction, and Waiver of Jury Trial. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The submission to jurisdiction, and waiver of jury trial provisions in Sections 18.4 of the Amended Pledge Agreement are incorporated herein by reference *mutatis mutandis*.

Section 9. Effect of Amendment. Each of the parties hereto hereby acknowledges that:

- (a) on and after the date hereof, each reference in the Pledge Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Pledge Agreement, and any reference in the other Debt Documents to the “Share Pledge Agreement”, “thereunder”, “thereof” or words of like import referring to the Pledge Agreement, mean and are a reference to the Amended Pledge Agreement;
- (b) except as expressly amended hereby, all of the terms and provisions of the Pledge Agreement and all other Debt Documents are and shall remain in full force and effect and is the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms and are hereby ratified and confirmed and in furtherance of the foregoing, the Pledgor hereby irrevocably and unconditionally ratifies its grant of security interest and pledge under the Amended Pledge Agreement and each other Debt Document and confirms that the liens, security interests and pledges granted thereunder continue to secure the Secured Obligations; and
- (c) the execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Pledgee under the Pledge Agreement or any of the other Debt Documents. This Amendment shall be deemed to be a Debt Document.

[Signature Pages Follow]

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

VOLEX PLC

DocuSigned by:

By: _____
Name: Jonathan William Boaden
Title: Chief Financial Officer
Address: 



In Witness Whereof, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

VOLEX HOLDINGS INC.

DocuSigned by:
[Redacted Signature]
By: _____
Name: Mark Kray
Title: CEO
Address: [Redacted]
[Redacted]
[Redacted]
[Redacted]

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

HSBC CONTINENTAL EUROPE



By: _____

Name: Vincent Leclercq _____

Title: Authorised Signatory _____

Address: _____

[Signature Page to Amendment No. 1 to Share Pledge Agreement]

Annex A

Amended Schedule I

<u>Pledgor</u>	<u>Issuer</u>	<u>Type of Stock</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
VOLEX PLC, a company registered in England	VOLEX HOLDINGS INC., a Massachusetts corporation	Common	5	255,000
		Common	4	830
VOLEX HOLDINGS INC., a Massachusetts corporation	MC Electronics, LLC, a Delaware limited liability company	Membership interest	uncertificated	uncertificated
VOLEX HOLDINGS INC., a Massachusetts corporation	VOLEX INC., a Massachusetts corporation	Common	11	100
VOLEX HOLDINGS INC., a Massachusetts corporation	SERVATRON, INC., a Washington corporation	Common	uncertificated	6,296,350
VOLEX HOLDINGS INC., a Massachusetts corporation	Irvine Electronics, LLC, a California limited liability company	Membership interest	uncertificated	100