



**Registration of a Charge**

Company name: **FUTURE ELECTRONICS LIMITED**

Company number: **02087867**



X7JJLW6A

Received for Electronic Filing: **26/11/2018**

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**Details of Charge**

Date of creation: **14/11/2018**

Charge code: **0208 7867 0012**

Persons entitled: **BANK OF MONTREAL**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MORGAN, LEWIS & BOCKIUS UK LLP**



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

Company number: 2087867

Charge code: 0208 7867 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2018 and created by FUTURE ELECTRONICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2018 .

Given at Companies House, Cardiff on 28th November 2018

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

**AMENDED AND RESTATED SHARE PLEDGE**, dated as of the 14 day of November, 2018

**BY:** **Future Electronics Limited**, a Company duly governed by the laws of England and Wales, having its corporate seat at Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom  
(the "**Grantor**")

**PARTY OF THE FIRST PART**

**IN FAVOUR OF:** **BANK OF MONTREAL**, a bank constituted under the laws of Canada, as Agent  
(the "**Agent**")

**PARTY OF THE SECOND PART**

**WHEREAS** Future Electronics Inc., Future Electronics Corp. the Grantor and Future Electronics (Distribution) Pte. Ltd., as borrowers (the "**Borrowers**"), and certain of their subsidiaries, as guarantors (the "**Guarantors**") are party to that certain credit agreement dated as of January 14, 2011 (as amended from time to time) among, *inter alia*, the Borrowers, the Guarantors, the Lenders as defined therein and the Agent (as same may be amended, supplemented and restated or otherwise modified or replaced from time to time, the "**Credit Agreement**"); and

**WHEREAS**, in support of the Borrowers' and of the Guarantors' obligations under the Credit Agreement and in support of F.E. Future Holding B.V. in liquidation ("**Future Netherlands**") obligations under the Guarantee (as defined hereinbelow), Future Netherlands pledged its Equity Interests in the Company (as defined hereinbelow) in favour of the Agent (the "**2011 Pledge**"); and

**WHEREAS**, Future Netherlands is currently in the process of being dissolved and liquidated into the Grantor and in the course of such liquidation proceedings any and all of its assets and liabilities shall be transferred to the Grantor, including the 2011 Pledge, and therefore the parties wish to amend and restate the 2011 Pledge in order to renew the 2011 Pledge and provide the Agent with an effective security over the Charged Property, all as detailed herein below.

**1. PLEDGE**

As security for the full and final payment and performance of the Secured Obligations, as defined in Section 4, and for the expenses incurred by the Agent to obtain payment and performance of the Secured Obligations or to conserve the Charged Property (as hereinafter defined), the Grantor hereby pledges (the "**Pledge**") the Charged Property (as defined in Section 2) to and in favour of the Agent in a fixed and first ranking pledge and charge.

## 2. DESCRIPTION OF CHARGED PROPERTY

The property charged by the Pledge consists of all of the Grantor's right, title and interest to Equity (as defined below) in the Company (the "**Equity Interests**") including the following securities (the "**Securities**");

<i>Number of shares</i>	<i>Description of the Securities</i>
1,000	Ordinary shares of the Company, represented by certificate no. 1.

together with the following present and future property, without limiting the charges, hypothecs and rights arising by operation of law:

- (a) renewals, replacements and substitutions of, and additions to, the Equity Interests and the Securities, whether arising out of a purchase, redemption, conversion, cancellation or any other transformation of the Equity Interests or the Securities;
  - (b) the proceeds, fruits and revenues of the Equity Interests and the Securities, including (by way of example and without limitation) income therefrom, interest and dividends thereon (including dividends in kind), cash, bank accounts, notes, negotiable instruments, bills, commercial paper, securities, money, goods, contract rights and any other movable property, corporeal or incorporeal, received when any of the Securities is sold, exchanged, collected or otherwise disposed of, and any claim resulting from such a transaction; and
  - (c) any right pertaining to the Equity Interests or the Securities;
- (collectively the "**Charged Property**").

## 3. ADDITIONAL PROVISIONS

### 3.1. Transfer into Agent's Name

Unless an Event of Default (as defined in Section 7 hereof) has occurred which has not been waived, the Grantor will be entitled to exercise all voting rights and powers from time to time exercisable in respect of the Securities and to give consents, waivers and ratifications in respect thereof; provided, however, that no vote will be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Agent or which would have the effect of reducing the value of the Securities as security for the Secured Obligations or imposing any restriction on the transferability or enforceability of any of the Securities.

To the extent permitted by law, the Grantor authorizes the Agent, at any time after the occurrence and during the continuance of an Event of Default that has not been waived, to transfer any Charged Property or any part thereof into its own name or that of its nominee(s) in its capacity of

hypothecary creditor so that the Agent or its nominee(s) may appear as the sole registered owner thereof.

For that purpose, the Grantor will deliver to the Agent an original executed share certificate issued by the Company in favor of the Grantor representing the Securities as well as signed but undated share transfer deed evidencing the transfer of the Securities from the Grantor to the Agent or to its order, to be used by the Agent in accordance with the terms of this Pledge.

### **3.2. Standard of Care**

The Agent shall have no obligation to protect any of the Charged Property, to take any steps to interrupt prescription, to protect the Charged Property against any depreciation or reduction in value, to make any productive use of the Charged Property, or to protect the Grantor against any loss relating in any way to the Charged Property, except to the extent that any of the same shall be caused by the Agent's gross or intentional fault. In addition, the Agent shall not be obliged to vote with respect to any of the Charged Property in connection with any subscription, conversion or other right relating to the Charged Property, or in connection with any other matters or proceedings relating to the Charged Property, except where the Agent is specifically requested in writing to do so and is provided with an indemnity and security which the Agent considers sufficient, acting reasonably, together with payment of a reasonable fee to be established by the Agent.

## **4. SECURED OBLIGATIONS**

In this Deed, the term "Secured Obligations" means the performance by the Grantor of (i) all obligations of the Grantor to the Agent in accordance with the terms of the Credit Agreement and the Guarantee, (ii) all other Loan Obligations and Derivative Obligations, if any, and (iii) all obligations of the Grantor to the Agent hereunder.

The Grantor hereby consents to the holding of the Charged Property by the Agent or its nominee(s).

## **5. REPRESENTATIONS AND WARRANTIES**

The Grantor hereby represents and warrants to the Agent as follows:

### **5.1. Principal Place of Business**

The principal place of business and the registered office of each of the Grantor and the Company are in Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom and in 2 Maskit St., Herzliya, Israel, respectively.

### **5.2. Shareholders' Agreement - Securities**

The Grantor is the sole shareholder of the Company. There exists no shareholders' agreement in connection with the Securities. There exists no restriction in the articles or other constituting documents of the Company regarding the pledge, assignment or transfer of the Securities which has not been complied with or waived, nor any restrictions contained in any other contract or

undertaking which is binding upon the Grantor save and except the concurrent consent of the Grantor and the required consent of the Board of Directors of the Company, with respect to the transfer of the Securities..

### **5.3. Ownership**

The Grantor is the absolute owner of, and has good, valid and marketable title to, all of the Charged Property (except for future property), free and clear of any priority, prior claim, hypothec, charge, security interest, seizure (by garnishment or otherwise), right of resolution or repossession or any other right whatsoever existing in favour of Persons other than the Agent, except for Permitted Liens (as defined in the Credit Agreement).

## **6. COVENANTS**

The Grantor hereby covenants in favour of the Agent and agrees with the Agent as follows:

### **6.1. Additional Security**

It shall perform all acts and execute all deeds and documents (including notices of renewal) necessary to give full effect to the Pledge and to ensure that it is at all times fully enforceable against third persons.

### **6.2. Registration**

It shall immediately, but not later than two (2) business days as of the date of the execution of this Agreement, register the pledge under this Agreement with the Israeli Pledges Registrar.

### **6.3. Delivery**

It shall remit to the Agent or a third party designated by the Agent, without delay following the signature hereof, the share certificate issued by the Company representing the Securities and shall immediately so remit any Charged Property which comes into the possession of the Grantor, together with any power of attorney, document and confirmation that the Agent may reasonably request in order to transfer the Charged Property, at any time after the occurrence of an Event of Default which has not been waived (and to the extent permitted under the applicable law), into the name of the Agent or its nominee.

## **7. EVENTS OF DEFAULT**

The Grantor shall be in default hereunder upon the occurrence of an Event of Default under the Credit Agreement (an “**Event of Default**”).

## **8. SURRENDER OF CHARGED PROPERTY**

### **8.1. Additional Rights**

In order to protect or to realize upon the Charged Property, the Agent shall be free, to the fullest extent permitted by law, at the Grantor's expense, at any time following the occurrence of an Event of Default which has not been waived, to do any or all of the following:

- (a) alienate or dispose of any Charged Property which may depreciate rapidly;
- (b) perform any of the Grantor's obligations;
- (c) exercise any right attached to the Charged Property;
- (d) acquire the Charged Property.

The Agent shall not be bound to exercise the same rights against all of the Charged Property, and may exercise different rights against different types of Charged Property or even against different elements of the Charged Property which are of the same type.

### **8.2. Good Faith**

The Agent shall exercise its rights in good faith and in a reasonable manner.

### **8.3. Relations with the Grantor and Others**

The Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Borrowers, the Grantor, with other parties and with the Charged Property as the Agent may see fit without diminishing the liability of the Grantor and without prejudice to the Agent's rights pursuant to this Agreement.

### **8.4. No Security by Agent**

The Agent shall not be bound to make an inventory, to take out insurance or to furnish any security of any nature whatsoever.

### **8.5. Sale by the Agent**

Where the Agent sells the Charged Property itself, it shall not be required to obtain any prior valuation by a third party.

## **9. DEFINITIONS**

Capitalized terms not defined herein shall have the respective meanings attributed to them in the Credit Agreement. The following words and expressions have the following meanings, unless the contrary is stipulated:

“**Company**” means Future Electronics Distribution (Israel) Ltd. and its successors.

“**Equity**” means, with respect to any Person, all shares, units, interests, participations or other equivalent equity interests (however designated, whether voting or non-voting) of such Person’s capital, whether now outstanding or issued after the date of this Agreement, including common shares, preferred shares, units, membership interests in a limited liability company, limited or general partnership interests in a partnership or any other equivalent of such ownership interest;

“**Guarantee**” means that certain guarantee dated as of or about January 14, 2011 among, *inter alia*, the Grantor, the Agent and the Lenders, as same may be amended, supplemented, amended and restated or otherwise modified from time to time; and

“**Person**” means a legal person, a natural person, a joint venture, a partnership, a trust, an entity without juridical personality, a government or any ministry, organization or intermediary of such government.

## **10. MISCELLANEOUS**

### **10.1. Pledge Constitutes Additional Security**

The Pledge is in addition to and not in substitution or replacement for any other pledge, hypothec or security held by the Agent.

### **10.2. Investment of Charged Property**

The Agent shall be free to invest any monies or instruments received or held by it in pursuance of this Agreement or to deposit same in a non-interest bearing account.

### **10.3. Time of the Essence**

Time is of the essence hereof. The mere lapse of time provided for the Grantor to perform the Secured Obligations or the expiry of the term therefor shall automatically render the Grantor in default hereunder, without the Agent being obliged to serve any notice or prior notice upon the Grantor.

### **10.4. No Waiver or Estoppel**

No omission or delay on the part of the Agent in the exercise of any right shall have the effect of operating as a waiver of such right. The partial or sole exercise of a right or power will not prevent the Agent from exercising thereafter any other right or power.

### **10.5. Severability**

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be of no effect to the extent of such prohibition or unenforceability without



invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**10.6. Amendment**

No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

**10.7. Performance by Agent**

At any time after the occurrence and during the continuance of an Event of Default which has not been waived, the Agent shall be free to perform any of the Grantor's obligations under this Agreement.

**10.8. Agent as Mandatary**

To the fullest extent permitted by law, the Agent is hereby designated as the irrevocable mandatary of the Grantor with full powers of substitution for the purposes of Section 10.8 and for the purpose of carrying out any and all acts and executing any and all deeds, proxies or other documents which the Agent may deem useful in order to exercise its rights or which the Grantor neglects or refuses to carry out or execute.

**10.9. Liability of Agent**

To the fullest extent permitted under the Israeli Pledges Law, 5727 - 1967, the Agent shall not be liable for material injuries resulting from its fault, unless such fault is gross or intentional. Other than in the case of its gross or intentional fault, the Agent shall not be responsible for any loss occasioned by its taking possession of the Charged Property or enforcing the terms of this Agreement, or for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, or, unless the Agent was negligent in hiring or retaining same, for any act, default or misconduct of any Agent, broker, officer, employee, mandatary or other party acting for or on behalf of the Agent. The Agent shall be accountable only for such monies, as it shall actually receive. The liability of the Agent or, if applicable, the third party appointed to hold the Charged Property, shall be limited to exercising in regard to the Charged Property the same degree of care which it gives to similar property held at the same location.

**10.10. Interpretation**

Unless there is something in the context inconsistent therewith, words importing the singular shall include the plural and vice-versa, and words importing the neuter gender shall include the masculine and feminine genders and vice-versa.

**10.11. Benefit of Agreement**

The rights hereby conferred upon the Agent shall benefit all of its successors, including any entity resulting from the merger of the Agent with any other person or persons.

**10.12. Notice**

Any notice pursuant hereto shall be given in accordance with the relevant provisions of the Credit Agreement.

**10.13. Inconsistency**

In the event of any conflict, contradiction or inconsistency between the provisions of this Deed and those of the Credit Agreement, the provisions of the latter shall prevail to the extent of such conflict, contradiction or inconsistency.

**10.14. Understanding of Grantor**

The Grantor hereby acknowledges having read this Agreement and having received adequate explanations as to the nature and scope of its provisions and as to the obligations deriving therefrom.

**10.15. Governing Law and Jurisdiction**


This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved exclusively in the competent court of the Central district, Israel, and each of the parties hereby submits irrevocably to the jurisdiction of such court.

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SIGNATURE PAGE OF SHARE PLEDGE AGREEMENT

**SIGNED** as of the date and at the place first hereinabove mentioned.

**FUTURE ELECTRONICS LIMITED**

By:  \_\_\_\_\_

Name: Gary Oliver

Title: Director

ACCEPTED AND AGREED as of the date first hereinabove mentioned.

**BANK OF MONTREAL, as Agent**

By: \_\_\_\_\_

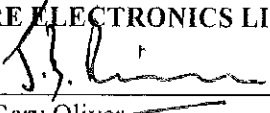
Name: Bruno Jarry

Title: Director

SIGNATURE PAGE OF SHARE PLEDGE AGREEMENT

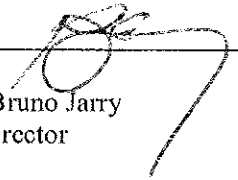
**SIGNED** as of the date and at the place first hereinabove mentioned.

**FUTURE ELECTRONICS LIMITED**

By:   
Name: Gary Oliver  
Title: Director

**ACCEPTED AND AGREED** as of the date first hereinabove mentioned.

**BANK OF MONTREAL, as Agent**

By:   
Name: Bruno Jarry  
Title: Director