



Registration of a Charge

Company name: **FUTURE ELECTRONICS LIMITED**

Company number: **02087867**



X7JP142A

Received for Electronic Filing: **28/11/2018**

Details of Charge

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

Charge code: **0208 7867 0013**

Persons entitled: **BANK OF MONTREAL**

Brief description:

Contains fixed charge(s).

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2087867

Charge code: 0208 7867 0013

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 28th November 2018 .

Given at Companies House, Cardiff on 30th 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

Certified copy
Deed No. 450/2018-G



Civil Law Notary Dr. Olaf Gerber

Grüneburgweg 149

60323 Frankfurt/Main

Deed Roll No. 450/2018-G

Transacted
in Frankfurt am Main on 14 November 2018,
there appeared today before me
the undersigned notary

Dr. Olaf Gerber

with place of office in Frankfurt am Main

Gruneburgweg 149, 60323 Frankfurt am Main

1. Oliver Polster, attorney-at-law, with business address at Norton Rose Fulbright LLP, Taunustor 1 (TaunusTurm), 60310 Frankfurt am Main, identified by German official photo identification,

according to his declaration not acting in his own name but as agent,

duly authorized for the purposes of this Agreement as per power of attorney dated 30 October 2018, the original of which was present at this notarization and a certified copy of which is attached to this deed, for Future Electronics Limited, a limited liability company organized under the laws of England and Wales, having its registered office address at Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom.

2. Andre Hartmann, attorney-at-law, with business address at Norton Rose Fulbright LLP, Taunustor 1 (TaunusTurm), 60310 Frankfurt am Main, identified by German official photo identification,

according to his declaration not acting in his own name but as agent,

duly authorized for the purposes of this Agreement as per power of attorney dated 30 October 2018, the original of which was present at this notarization and a certified copy of which is attached to this deed, for Future Electronics Deutschland GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, having its registered office in Aschheim and its business address at Max-Planck-Straße 3, 85609 Aschheim, Federal Republic of Germany; and

3. Lutz Hans Krosien, attorney-at-law, with business address at Morgan, Lewis & Bockius LLP, Operturm, Bockenheimer Landstraße 4, 60306 Frankfurt am Main, identified by German identity card,

according to his declaration not acting in his own name but as agent, duly authorized for the purposes of this Agreement as per power of attorney dated 8 November 2018, a copy of which was present at this notarization which is attached to this deed, for Bank of Montreal, a bank formed under the laws of Canada, having its registered office at 129 Saint-Jacques Street, in the city of Montréal, Province of Québec, Canada. The original of the power of attorney shall be provided in due course.

The notary advised the deponents that he is obliged to verify the powers of representation of the deponents and to examine the documents presented with respect to a proof of such powers. After a discussion of the documentation presented today and promised to be submitted in due course, the deponents declared that they did not wish any further proof of their power of representation and asked the notary to continue with the notarization.

The notary asked the deponents regarding a prior involvement according to sec. 3 para. 1 sent. 1 no. 7 of the German Notarisation Act (*Beurkundungsgesetz*). After having been instructed by the notary the deponents and the notary answered this question in the negative.

The deponents requested the notary to notarise this deed in the English language for the convenience of the parties represented by them and confirmed that they are in adequate command of the English language. The notary declared that he is in adequate command of the English language as well.

Acting as stated above the deponents declared for recording of the following:

Dated November 14, 2018

(1) Future Electronics Limited

as "Pledgor"

(2) Future Electronics Deutschland GmbH

as "Company"

and

(3) Bank of Montreal

as "Agent "

SECOND LIEN SHARE PLEDGE AGREEMENT
(nachrangige Geschäftsanteilsverpfändungsvertrag)

CONTENTS

Section	Page
1. Interpretation	4
2. Creation of Parallel Debt Obligations.....	6
3. Pledges	6
4. Security Purpose.....	7
5. Dividends	7
6. Exercise Of Voting Rights	8
7. Pledgee's Right of realisation	8
8. Undertakings of the Pledgor	9
9. Representations and Warranties	10
10. Release of Security	11
11. Indemnity.....	11
12. Duration And Independence	12
13. Partial Invalidity; Waiver.....	12
14. Amendments	13
15. Successors	13
16. Notices and their Language	13
17. Applicable Law; Jurisdiction; Service of Process.....	13
18. Notification	13
Schedule 1 Original Lenders.....	14
Schedule 2 List of Shareholders	15
Schedule 3 Resolution by the Directors of the Pledgor	16
Schedule 4 Resolution By the Shareholders of the Pledgor.....	17
Schedule 5 Addresses For Notices	18

THIS SECOND LIEN SHARE PLEDGE AGREEMENT (the "**Agreement**") is made on November 14, 2018

BETWEEN:

- (1) **Future Electronics Limited**, a limited liability company organized under the laws of England and Wales, registered with the Companies House under the company number 02087867, having its registered office address at Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom,

(as "**Pledgor**");
- (2) **Future Electronics Deutschland GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, having its registered office in Aschheim and its business address at Max-Planck-Straße 3, 85609 Aschheim, Federal Republic of Germany and registered with the commercial register of the local court in Munich under number HRB 52181,

(as "**Company**");

and
- (3) **Bank of Montreal**, a bank formed under the laws of Canada, having its registered office at 129 Saint-Jacques Street, in the city of Montréal, Province of Québec, Canada,

(together with its successors and assigns in such capacity as "**Agent**").

The Pledgor, the Company and the Agent are hereinafter collectively referred to as the "**Parties**".

WHEREAS:

- (A) Pursuant to the Credit Agreement (as defined below), the Lenders (as defined below) have agreed to make available to the Borrowers (as defined below) certain funds for the purposes set out in the Credit Agreement (as defined below).
- (B) As security under the Credit Agreement (as defined below), and to secure the obligations owing by the Borrowers (as defined below) under or in respect of the Credit Agreement, F.E. Future Holding B.V. (now: "F.E. Future Holding B.V. in liquidation") acting as pledgor and the Agent acting as pledgee entered into a first-ranking share pledge agreement (*Geschäftsanteilsverpfändungsvertrag*) dated 14 January 2011 (deed roll no. 12/2011-G of the German notary Dr. Olaf Gerber, Frankfurt am Main, Germany) (the "**First Lien Share Pledge Agreement**") pursuant to which F.E. Future Holding B.V. in liquidation provided a first-ranking pledge over all of its shares in the Company.
- (C) F.E. Future Holding B.V. in liquidation is currently in the process of being liquidated into the Pledgor (its UK parent), and the Pledgor shall absorb all rights and obligations of F.E. Future Holding B.V. in liquidation under the First Lien Share Pledge Agreement in the course of the liquidation proceedings.
- (D) As a matter of precaution and in order to ensure that the obligations owing by the Borrowers (as defined below) under or in respect of the Credit Agreement (as defined below) continue to be secured by a pledge over all shares held by the Pledgor in the Company, the Parties have agreed to enter in this Agreement providing for a (with respect to the first-ranking pledge created under the First Lien Share Pledge Agreement) second-ranking pledge over all shares of the Pledgor in the Company (in addition the first-ranking pledge created under the First Lien Share Pledge Agreement).
- (C) Pursuant to a resolution by the directors of the Pledgor dated November 9, 2018, an uncertified copy of which is attached as Schedule 3 (Resolution by the Directors of the Pledgor), the directors of the Pledgor have approved the execution, delivery and performance by the Pledgor as well as the terms and conditions of and the transactions contemplated by this Agreement. Pursuant to a resolution by the shareholders of the Pledgor dated November 9, 2018, an uncertified copy of which is attached as Schedule 4 (Resolution by the Shareholders of the Pledgor), the shareholders of the Pledgor have approved the execution, delivery and performance by the Pledgor as well as the terms and conditions of and the transactions contemplated by this Agreement.

- (D) The security created by or pursuant to this Agreement is to be held and administered by the Agent for and on behalf of the Lenders pursuant to the relevant provisions of the Security Trust Agreement (as defined below).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"Acknowledgement of Debt" has the meaning as set forth in Clause 2.

"Agent" means Bank of Montreal or any successor and assignee in the capacity as agent for the Lenders.

"Borrowers" means (i) Future Electronics Inc., a corporation formed under the law of the Province New Brunswick, Canada, having its registered office at Brunswick House, 44 Chipman Hill, 10th Floor, P.O. Box 7289, in the city of St. John, Province of New Brunswick, E2L 4S6 Canada, (ii) Future Electronics Corp., a corporation formed under the laws of Delaware, United States of America, having its registered office at 41 Main Street, in the city of Bolton, Massachusetts, 01740, United States of America, (iii) the Pledgor, and (iv) Future Electronics Inc. (Distribution) Pte. Ltd, a company incorporated in Singapore, having its registered office at 1 Temasek Avenue #27-01 Millenia Tower Singapore (039192).

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Frankfurt am Main and Amsterdam.

"Credit Agreement" means the USD 200,000,000 credit agreement entered into between, inter alia, the Lenders, the Agent and the Borrowers and dated as of 14 January 2011 (as it may be amended, restated, supplemented or modified from time to time).

"DEM" means Deutsche Mark.

"Derivative Instrument" means an agreement entered into from time to time by a person in order to control, fix or regulate currency exchange, commodity price or interest rate fluctuations, including a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or index equity swap, equity or index equity option, bond option, foreign exchange transaction, cap transaction, floor transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions or combinations of these transactions).

"Enforcement Event" means the occurrence of an Event of Default under the relevant Loan Document and if notice of acceleration has been given by the Agent in accordance with the terms of the relevant Loan Document.

"Event of Default" means an event which would entitle the Agent (acting for itself and for and on behalf of the Lenders) to prematurely terminate the commitments under any Loan Document or parts thereof and to declare all amounts outstanding under any Loan Document immediately due and payable.

"Existing Shares" has the meaning as set forth in Clause 3.1.

"Guarantor" means any person guaranteeing all or part of the obligations under and pursuant to the Loan Documents on or after the date hereof.

"Guaranty" means the guaranty issued by the Pledgor in favor of the Agent and the Lenders in connection with the Credit Agreement as of 14 January 2011.

"Lender" means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender under the Credit Agreement after the date of this Agreement.

and **"Lender"** means any of them.

"Intercreditor Agreement" means the intercreditor agreement entered into among the Agent on behalf of the Lenders, Credit Agricole Corporate and Investment Bank (as agent for the lenders under the Receivables Loan Facility), Future Electronics Limited, Future Electronics Inc., Future Electronics (CDA) Ltd. and Future Electronics (US), LLC with respect to the rank and rights of the Lenders under the Credit Agreement and under the Receivables Loan Facility, and any replacement thereof in form and substance satisfactory to the Agent, acting reasonably.

"Loan Documents" means the Credit Agreement, the Security Documents, the Intercreditor Agreement and each Derivative Instrument entered into with a Lender, together with all accessory documentation and all other agreements, deeds and instruments entered into pursuant to the Credit Agreement.

"Original Lenders" means the financial institutions listed in Schedule 1 hereto;

"Original Obligations" means any amounts owing by a Guarantor or a Borrower under or in connection with the Loan Documents.

"Parallel Debt" has the meaning as set forth in Clause 2 (Creation of Parallel Debt Obligations).

"Pledges" means the pledges constituted pursuant to this Agreement.

"Pledged Shares" means the Existing Shares, the Additional Shares and the Future Shares.

"Pledgee" means the Agent.

"Receivables Loan Facility" means the facility in an aggregate amount not exceeding US\$275,000,000 made available by Credit Agricole Corporate and Investment Bank as agent for the lenders thereunder (or any successor thereof) for loans made to Future Electronics (CDA) Ltd. and Future Electronics (US), LLC.

"Secured Obligations" means all obligations of the Pledgor to the Agent under or in connection with the Parallel Debt.

"Security" means any and all security granted under this Agreement.

"Security Documents" means any security provided to the Lenders or to the Agent for the Lenders at any time.

"Security Trust Agreement" means the security trust agreement between among others, the Pledgor, the Agent, the Company and the Original Lenders and dated 28 January 2011.

"USD, Dollars or \$" means the legal currency of the United States of America.

- 1.2 Where the context so admits, the singular includes the plural and *vice versa*.
- 1.3 The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
- 1.4 Any reference in this Agreement to a defined document is a reference to that defined document as amended, or supplemented or novated from time to time.

- 1.5 Any reference in this Agreement to a party is a reference to that party together with such party's successors and assigns.
- 1.6 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German word or phrase appears in the text of this Agreement, the German word or phrase shall prevail.

2. CREATION OF PARALLEL DEBT OBLIGATIONS

- 2.1 Without prejudice to the provisions of any of the Loan Documents, and solely for the purpose of ensuring and preserving the validity and continuity of the security interests granted by the Pledgor, the Pledgor hereby acknowledges by means of an abstract acknowledgement of debt (*abstraktes Schuldversprechen*) ("**Acknowledgement Of Debt**") that:
- (a) it irrevocably and unconditionally undertakes to pay to the Agent when due (*fällig*), as creditor in its own right, amounts equal to and in the currency of each of the Original Obligations (such payment undertaking and the obligations and liabilities resulting therefrom being the "**Parallel Debt**");
 - (b) the Parallel Debt constitutes obligations and liabilities which are independent and separate from, and without prejudice to the Original Obligations;
 - (c) the Parallel Debt shall remain effective in case a third person should assume or be entitled, partially or in whole, to any rights of any Lender or the Agent under any of the Loan Documents, be it by virtue of assignment or otherwise; and that
 - (d) the Parallel Debt shall limit or affect the Original Obligations and the Original Obligations shall limit or affect the Parallel Debt exclusively in relation to the amounts payable to the extent that
 - (i) the total amount due and payable as Parallel Debt shall be decreased to the extent to which any of the Lenders or the Agent has irrevocably received amounts in payment of the corresponding amount in payment of the Original Obligations, and
 - (ii) the total amount due and payable as Original Obligations shall be decreased to the extent to which any of the Lenders or the Agent has irrevocably received amounts in payment of the corresponding amount in payment of the Parallel Debt.

3. PLEDGES

3.1 Shares

- (a) The nominal share capital of the Company amounts to DEM 1,500,000 (in words: Deutsche Mark one million five hundred thousand) and is divided into the following shares:
1. one share in an amount of DEM 1,450,000 (in words: Deutsche Mark one million four hundred and fifty thousand) ("**Share 1**"); and
 2. one share in an amount of DEM 50,000 (in words: Deutsche Mark fifty thousand) ("**Share 2**", and together with Share 1 the "**Existing Shares**").

A certified copy of the Company's up-to date list of shareholders (*Gesellschafterliste*) on file with the commercial register is attached hereto as Schedule 2 (List of Shareholders).

- (b) The Pledgor is the legal and beneficial owner of the Existing Shares.

3.2 Constitution of Pledges

- (a) On a second lien basis (*nachrangig*) with respect to the pledges created under the First Lien Share Pledge Agreement (which continues to be effective and in full force), the Pledgor hereby pledges as security for the Secured Obligations to the Agent:

- (i) the Existing Shares;
- (ii) any other shares in the Company, irrespective of their respective nominal value, owned by the Pledgor at the date hereof (the "**Additional Shares**"); and
- (iii) any other shares in the Company, irrespective of their respective nominal value, acquired by the Pledgor after the date hereof (the "**Future Shares**", and together with the Additional Shares and the Existing Shares the "**Pledged Shares**"),

in each case with all ancillary rights and claims associated therewith as more particularly specified in Clause 5.1.

- (b) The Agent hereby accept the pledge over the Pledged Shares.
- (c) The validity and effect of the Pledges shall be independent from the validity and the effect of other pledges or security created under any other Loan Document.

3.3 Additional Security

The Pledges are in addition, and without prejudice, to any other security any of the Agent or the Lenders may now or hereafter hold in respect of the Secured Obligations.

4. SECURITY PURPOSE

The Pledges shall serve as collateral in order to secure the prompt payment and satisfaction in full of any and all Secured Obligations.

5. DIVIDENDS

5.1 Extent of the Pledges

The Pledges constituted by this Agreement includes the present and future rights to receive:

- (a) dividends, if any, payable on the Pledged Shares;
- (b) liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelt*), repaid capital in case of a capital decrease (*Kapitalherabsetzung*), any compensation in case of termination (*Kündigung*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*) and all other pecuniary claims associated with the Pledged Shares; and
- (c) all other rights and benefits attributable to the Pledged Shares (including the right to subscribe for newly issued shares).

5.2 Entitlement to Receive Dividend Payments

Notwithstanding that the dividends are pledged hereunder, the Pledgor shall be entitled to receive and retain all dividend or other payments in respect of the Pledged Shares until the occurrence of an Event of Default, except that

- (a) (i) dividends paid or payable other than in cash, (ii) other property received, (iii) receivable or (iv) otherwise distributed, all in respect of or in exchange for the Pledged Shares;
- (b) dividends or other distributions paid or payable in cash in respect of the Pledged Shares in connection with the partial or total liquidation or dissolution or in connection with the reduction of capital (*Kapitalherabsetzung*) or any other capital or profit reserves (*Kapital- oder Gewinnrücklagen*); and
- (c) cash paid, payable or otherwise distributed in redemption of or in exchange for the Pledged Shares

shall be made available and shall henceforth be delivered to the Agent to be held as security and shall, if received by the Pledgor, be received as holder for the Agent and segregated from the other property or funds of the Pledgor and be forthwith delivered to the Agent as security in the same form as so received (with any necessary endorsement).

6. EXERCISE OF VOTING RIGHTS

6.1 Voting Rights

The voting rights associated with the Pledged Shares remain with the Pledgor. The Pledgor, however, shall at all times until the payment in full of all Secured Obligations or the release of the Pledges be required, in exercising its voting or other membership rights, to not vote or take any consensual or other action with respect to the Pledged Shares which would materially adversely affect the rights of the Agent or the value of the Security.

6.2 Impairment

The Pledgor shall not take, or participate in, any action which impairs, or which would for any other reason be inconsistent with, the security interest of the Agent or the security purpose as described in Clause 4 (Security Purpose) hereof or defeat, impair or circumvent the rights of the Agent hereunder in each case in any material respect.

6.3 Information by the Pledgor

The Pledgor shall inform the Agent promptly (*unverzüglich*) of all other actions concerning the Company which could materially adversely affect the security interest of the Agent. In particular, the Pledgor shall notify the Agent forthwith of any shareholders' meeting at which a resolution is intended to be adopted which could have a material adverse effect on the Pledges. The Pledgor shall then allow the Agent or, as the case may be, its proxy or any other person designated by the Agent to attend such shareholders' meeting of the Company. Save for the provisions of Clause 12.1 (Duration) of this Agreement, the Agent's right to attend the shareholders' meeting shall lapse immediately upon complete payment in full or release of the Secured Obligations. In any event the Agent shall promptly (*unverzüglich*) receive, as soon as they are available, a copy of the convocation notice for such ordinary or extraordinary shareholders' meeting setting forth the agenda and all applications and decisions to be taken, and the minutes of any such shareholders' meeting.

7. PLEDGEE'S RIGHT OF REALISATION

7.1 Pledges' Rights

- (a) Following an Enforcement Event and, in addition, if and when the requirements set forth in §§ 1273, para. 2 and 1204 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch*) with regard to the enforcement of pledges are met (*Pfandreife*), the Agent may enforce the Pledges (in whole or in part) by way of public auction (*öffentliche Versteigerung*) or in any other way permitted under German law, in all cases notwithstanding § 1277 of the German Civil Code (*Bürgerliches Gesetzbuch*), without any enforceable judgment or other instrument (*vollstreckbarer Titel*) being necessary.
- (b) Following satisfaction of the requirements for enforcement under para. (a) hereof, all subsequent dividend payments and all payments based on similar ancillary rights attributed to the Pledged Shares may be applied by the Agent in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral. Any such payments which are made to the Pledgor after the time the Pledges have become enforceable must be paid to the Agent.
- (c) The Agent shall notify the Pledgor of the intention to realize a Pledge not less than ten (10) Business Days before the date on which the Pledges (or any of them) are intended to be realized. Such notice period is not necessary if the Pledgor has generally ceased to make payments or the commencement of insolvency proceedings is filed against the Pledgor. The Pledgor hereby expressly agrees that ten (10) Business Days prior written notice to the Pledgor shall be sufficient. A public auction may be held at any place in the Federal Republic of Germany which will be determined by the Agent.

- (d) If the Agent should seek to enforce the Pledges pursuant to and in accordance with para. (a) hereof, the Pledgor shall, at its own expense, render all reasonable assistance necessary in order to facilitate the prompt sale of the Pledged Shares or any part thereof.
- (e) In deviation of § 1225 of the German Civil Code (*Bürgerliches Gesetzbuch*) in the event of enforcement of a Pledge, no rights of the Agent shall pass to the Pledgor by subrogation or otherwise unless and until all of the Secured Obligations have been satisfied and discharged in full.
- (f) After the payment and satisfaction in full of all the Secured Obligations, any remaining proceeds resulting from the enforcement of the Pledges shall be transferred to the Pledgor at the cost and expense of the Pledgor. Until then, the Agent shall be entitled to treat all enforcement proceeds as additional collateral for the Secured Obligations, notwithstanding its right to seek satisfaction from such proceeds at any time.

7.2 Voting Rights

Even if the requirements for enforcement referred to under Clause 7.1(a) (Pledgee's Rights) above are met, the Agent shall not be entitled to exercise the voting rights attached to the Pledged Shares. However, the Pledgor shall have the obligations and the Agent shall have the right set forth in Clause 6.3 (Information by the Pledgor) above regardless of which resolutions are intended to be adopted.

7.3 Application of Proceeds

- (a) The proceeds resulting from the enforcement of the Pledges shall be applied by the Agent towards the satisfaction of the Secured Obligations in accordance with the terms of the Intercreditor Agreement.
- (b) The Agent may determine in its sole discretion which part of the Security, if applicable, shall be used to satisfy the Secured Obligations.

8. UNDERTAKINGS OF THE PLEDGOR

8.1 Undertakings

The Pledgor undertakes:

- (a) not so sell, transfer nor otherwise dispose of all or part of the Pledged Shares except with the prior written consent of the Agent or as may otherwise be permitted under the Credit Agreement or as provided for in the First Lien Share Pledge Agreement;
- (b) not to encumber, permit to subsist, create or agree to create any other security right or third party right over the Pledged Shares except with the prior written consent of the Agent or as may otherwise be permitted under the Credit Agreement or as provided for in the First Lien Share Pledge Agreement;
- (c) to ensure that an increase in the share capital (*Stammkapital*) of the Company will not be executed by the creation of new shares but by a pro rata increase of the nominal value of the existing shares in the Company (*Erhöhung des Nennbetrags der bestehenden Geschäftsanteile*);
- (d) to fully pay up the Existing Shares after an increase of their nominal value;
- (e) to notify the Agent promptly (*unverzüglich*) of any change in the shareholding in or the capital contributions to the Company or of any change in the articles of association (*Gesellschaftsvertrag*) of the Company or the registration of the Company in the commercial register;
- (f) to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and

regulations applicable to enable the Pledgor lawfully to enter into and perform its obligations under this Agreement;

- (g) to inform the Agent promptly (*unverzüglich*) of any attachments (*Pfändung*) regarding the Pledged Shares or any other measures which may impair or jeopardise the Agent's rights relating to the Pledged Shares. In the event of an attachment, the Pledgor undertakes to promptly (*unverzüglich*) forward to the Agent a copy of the attachment order (*Pfändungsbeschluss*), the garnishee order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment. The Pledgor shall inform the attaching creditor promptly (*unverzüglich*) about the Agent's security interests;
- (h) to execute such further documents and do such other acts as are necessary or legally required in order to fully effect the purposes of this Agreement (including an extension of the Pledges as the case may be);
- (i) to effect promptly (*unverzüglich*) any payments to be made in respect of the Pledged Shares in accordance with the provisions of this Agreement;
- (j) to furnish to the Agent such information concerning the Pledged Shares as is available to the Pledgor as the Agent may reasonably request;
- (k) except with the prior written consent of the Agent or as may otherwise be permitted under the Credit Agreement, to refrain from any acts or omissions which might have a material adverse effect on the value of the Pledged Shares or the effect of which results in the Pledged Shares ceasing to exist;
- (l) not make or consent to any amendment or other modification or waiver with respect to the Pledged Shares or enter into any agreement or allow to exist any restriction with respect to the Pledged Shares other than pursuant hereto or as may be permitted under the Loan Documents;
- (m) to notify the Agent promptly (*unverzüglich*) of any event or circumstance which might have a material adverse effect on the security interest granted hereunder.

8.2 Breach of Undertakings

On failure of the Pledgor to perform any of the undertakings in Clause 8.1 (Undertakings) or agreements contained in this Agreement which constitutes an Event of Default and while such Event of Default is continuing, the Agent may, at its sole option and in its sole discretion (in each case acting reasonably), upon five (5) Business Days prior written notice to the Pledgor, perform the same and in so doing may expend such sums as the Agent may deem advisable in the performance thereof. All such sums and amounts so expended shall be repayable by the Pledgor promptly upon timely notice thereof and demand therefore, shall constitute additional Secured Obligations.

8.3 Request to hold Pledges over Shares

The Agent may at all times request to hold a pledge over the Pledged Shares held by the Pledgor (and in the case of a merger an equivalent security interest over the shares in the surviving or, as the case may be, the new company) in accordance with all terms of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Agent by way of an independent guarantee (*selbständiges Garantieverprechen*) that as at the date of this Agreement:

- (a) the Company is validly existing and neither insolvent nor subject to any insolvency proceedings nor are there any circumstances known to the Pledgor at the date of this Agreement which would justify or cause the initiation of such proceedings in the future;
- (b) it is the sole shareholder of the Company and the Existing Shares are the only shares in the Company in existence at the date hereof;

- (c) the Existing Shares are fully paid up. There is no obligation for the Pledgor to make additional contributions.
- (d) the Pledgor is not subject to any restriction with regard to the right to receive dividends on the Existing Shares;
- (e) all necessary corporate action has been taken by the Pledgor to authorise the entry into and delivery of this Agreement;
- (f)
 - (i) the Existing Shares are free from any rights of third parties;
 - (ii) no third party has any pre-emption rights for shares in the Company; and
 - (iii) there is no party (other than the Pledgor) which is entitled to participate in the profits or revenues of the Company.
- (g) there are no silent partnership agreements, domination agreements, or transfer of profit or loss agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company or can dominate the Company;
- (h) all facts capable of being, or required to be, entered into the commercial register of the Company have been entered into the commercial register and, in particular, no shareholders' resolutions regarding changes in the articles of association of the Company have been passed which were not entered into the commercial register of the Company by the date of this Agreement; and
- (i) except from the prior-ranked pledges created under the First Lien Share Pledge Agreement, this Agreement creates a valid first priority security interest in favor of the Agent in the Pledged Shares and no further action is necessary to perfect or otherwise protect such security interest.

10. RELEASE OF SECURITY

10.1 Release after complete Satisfaction of the Secured Obligations

Upon payment and satisfaction in full of all of the Secured Obligations, the Agent shall promptly (*unverzüglich*) declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the Pledgor and the Agent are aware that upon payment and satisfaction of the Secured Obligations, the Pledges, due to their accessory nature (*Akzessorietät*), ceases to exist by operation of law. Where any Guarantor, Borrower or the Pledgor plan to – partly or wholly – repay or prepay the Secured Obligations in accordance with the terms of the Loan Documents, upon their request and costs, the Agent shall provide reasonable assistance, including without limitation, issuing an appropriate declaration to the prospective financier or the Pledgor as reasonably requested by it, on the envisaged release of Security.

10.2 Release before complete Satisfaction of the Secured Obligations

Even prior to the payment and satisfaction in full of all Secured Obligations, the Agent is obliged to release (*freigeben*) upon request by the Pledgor, and at the cost and expense of the Pledgor, all or any part of the Security insofar as the realisable value of the Security exceeds, not only temporarily, the Secured Obligations by more than 10 %. The Agent may, at its discretion, determine which part of the Security shall be released.

11. INDEMNITY

11.1 Liability for Damages

Neither the Agent nor the Lenders shall be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of any gross negligence (*grobe Fahrlässigkeit*) or willful misconduct (*Vorsatz*) of any of the Agent or the Lenders.

11.2 Indemnification

The Pledgor will indemnify the Agent and each of the Lenders and keep the Agent and the Lenders and any attorney, manager, agent or other person appointed by the Agent under this Agreement indemnified (the "**Indemnified Parties**") against any losses, actions, claims, expenses, stamp duties, demands and liabilities which are incurred by or made against the Agent and/or each of the other Indemnified Parties for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of the Pledgor of any of its obligations or undertakings contained herein other than to the extent that such losses, actions, claims, expenses, stamp duties, demands and liabilities are incurred or made against the Indemnified Parties as a result of the gross negligence (*grobe Fahrlässigkeit*) or willful misconduct (*Vorsatz*) of any of the Indemnified Parties.

12. DURATION AND INDEPENDENCE

12.1 Duration

This Agreement shall remain in full force and effect until the Secured Obligations are paid in full and the commitments of the Lenders to extend financial accommodations pursuant to the Credit Agreement are terminated. The Pledges shall not cease to exist if any payments made in satisfaction of the Secured Obligations have only temporarily discharged the Secured Obligations.

12.2 Continuing Security

This Agreement shall create a continuing security and no change or amendment whatsoever in any Loan Document or in any document or agreement related thereto shall affect the validity or, save, for the avoidance of doubt, for the future extensions of the Secured Obligations as provided for in the next sentence of this Clause 12.2 (Continuing Security), the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it. The Pledges shall cover any future extension of the Secured Obligations and the Pledgor herewith explicitly consents to any such further extension according to § 1210 of the German Civil Code (*Bürgerliches Gesetzbuch*).

12.3 Independence

This Agreement is independent from any other security or guarantee which may have been or will be given to any or all of the Agent and/or any of the other Lenders with respect to any obligation of any Borrower or Guarantor under the Loan Documents. No such other security interests or guarantees shall prejudice, shall be prejudiced by, or shall be merged in any way with this Agreement.

13. PARTIAL INVALIDITY; WAIVER

13.1 Invalidity

If any provision of this Agreement or part thereof should be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by that provision which best meets the intent of the replaced provision. This shall apply analogously in the case of gaps. This Clause 13.1 (Invalidity) does not merely result in a reversal of the burden of proof; rather it shall exclude § 139 German Civil Code (*Bürgerliches Gesetzbuch*) as a whole.

13.2 Waiver

No failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders (or any of them), any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

14. AMENDMENTS

Changes to and amendments of this Agreement, including this Clause 14 (Amendments), must be made in writing unless a stricter form requirement applies. This shall also apply to amendments of this written form requirement.

15. SUCCESSORS

This Agreement shall be binding upon the Parties hereto and their respective successors in law and assigns. The Pledgor is entitled to any such transfer upon prior written consent of the Agent only.

16. NOTICES AND THEIR LANGUAGE

16.1 Notices

Any notice or other communication under or in connection with this Agreement to the Pledgor, the Company or the Agent shall be in writing and shall be delivered personally, by post or facsimile and shall be sent to the address or facsimile number of the party, and for the attention of the individual, set forth in Schedule 5 (Addresses for Notices) hereto or such other address or facsimile number as is notified by that party for this purpose to the Agent from time to time.

16.2 Language

Unless otherwise required by statutory German law, any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail (unless the document is a statutory or other official document or provides otherwise), except that where a German translation of a legal term appears in such text, the German translation shall prevail.

17. APPLICABLE LAW; JURISDICTION; SERVICE OF PROCESS

17.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

17.2 Jurisdiction

The place of jurisdiction for all Parties shall be Frankfurt am Main, Federal Republic of Germany. The Agent, however, shall also be entitled to take legal action against the Pledgor before any other competent court of law having jurisdiction over the Pledgor or any of its assets. Further, the taking of proceedings against the Pledgor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

18. NOTIFICATION

The Pledgor hereby notifies the Company of the Pledges in accordance with § 1280 German Civil Code (*Bürgerliches Gesetzbuch*) and the Company hereby acknowledges receipt of such notification. The Company hereby consents to and approves the Pledges.

SCHEDULE 1
ORIGINAL LENDERS

<u>Canadian Lender</u>	<u>USA Lender</u>
Bank of Montreal	Bank of Montreal, Chicago Branch
The Bank of Nova Scotia	The Bank of Nova Scotia
BNP Paribas	BNP Paribas
HSBC Bank Canada	HSBC Bank Canada
Bank of America, N.A. Canada Branch	Bank of America, N.A. Canada Branch
Bank of Tokyo-Mitsubishi UFJ (Canada)	The Bank Of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
Comerica Bank	Comerica Bank

SCHEDULE 2
LIST OF SHAREHOLDERS

LISTE DER GESELLSCHAFTER

Future Electronics Deutschland GmbH

mit Sitz in Aschheim

Amtsgericht München, HRB 52181

Geschäftsanschrift: Max-Planck-Straße 3, 85609 Aschheim

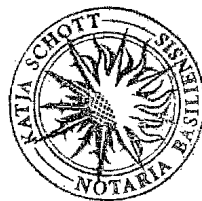
Stand: 14. November 2018

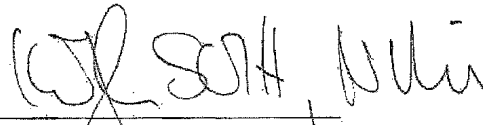
Gesellschafter	Lfd. Nr. der Geschäftsanteile	Anzahl Geschäftsanteile (Stück)	Gesamtumfang der Beteiligung am Stammkapital	Nennbetrag der einzelnen Geschäftsanteile in DEM	Prozentuale Beteiligung eines Geschäftsanteils am Stammkapital	Veränderungen
Future Electronics Limited mit Sitz in GB Surrey, Companies House for England and Wales, registered no. 02087867	1	1	3,4%	50.000,00	3,4%	Anteilsübergang
Future Electronics Limited mit Sitz in GB Surrey Companies House for England and Wales, registered no. 02087867	2	1	96,6%	1.450.000,00	96,6%	Anteilsübergang
Stammkapital:			100%	1.500.000,00		

BESCHEINIGUNG

Ich, die unterzeichnende Notarin Katja Schott-Morgenroth in Basel/Schweiz, bescheinige, dass die geänderten Eintragungen in der vorstehenden Liste den Veränderungen entsprechen, die sich aus den Erklärungen der Urkundsbeteiligten zu meiner Urkunde A-Reg. 242/2018 vom 14. November 2018 ergeben. Die übrigen Eintragungen stimmen mit dem Inhalt der letzten Liste beim Handelsregister aufgenommen Liste (Stand: 7. Februar 2005) überein.

Basel (Schweiz), den 14. (vierzehnten) November 2018 (zweitausendachtzehn)




Katja Schott-Morgenroth, Notarin

A-Reg. 243/2018

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Land **Schweizerische Eidgenossenschaft, Kanton Basel-Stadt**
Country **Swiss Confederation, Canton of Basel-City**

Diese öffentliche Urkunde
This public document

2. ist unterschrieben von **lic. iur. Katja Schott-Morgenroth**
has been signed by

3. in seiner Eigenschaft als **Basler Notarin**
acting in the capacity of

4. Sie ist versehen mit dem **Schott Katja**
Stempel/Siegel des/der
bears the stamp/seal of

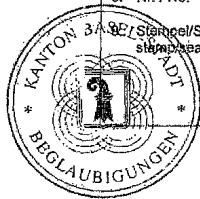
Bestätigt / Certified

5. in / at **Basel** 6. am / the **14.11.2018**

7. durch das **Beglaubigungsbüro des Kantons Basel-Stadt**
by the **Legalisation Office of the Canton of Basel-City**

8. Nr. / No. **141102** Taxe / tax **CHF 20.00**

9. Stempel/Siegel **10. Unterschrift **Jessica Lack****
stamp/seal **Signature**



J. Lack

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Land **Schweizerische Eidgenossenschaft, Kanton Basel-Stadt**
Country **Swiss Confederation, Canton of Basel-City**

Diese öffentliche Urkunde
This public document

2. Ist unterschrieben von **lic. iur. Katja Schott-Morgenroth**
has been signed by

3. in seiner Eigenschaft als **Basler Notarin**
acting in the capacity of

4. Sie ist versehen mit dem **Schott Katja**
Stempel/Siegel des/der
bears the stamp/seal of

Bestätigt / Certified

5. in / at **Basel** 6. am / the **14.11.2018**

7. durch das **Beglaubigungsbüro des Kantons Basel-Stadt**
by the **Legalisation Office of the Canton of Basel-City**

8. Nr. / No. **141102** Taxe / tax **CHF 20.00**

9. Stempel/Siegel **Jessica Lack**
stamp/seal
10. Unterschrift
Signature

J. Lack



SCHEDULE 3

RESOLUTION BY THE DIRECTORS OF THE PLEDGOR

Future Electronics Limited (the "Company")
(Company Number: 02087867)

Minutes of a meeting of the board of directors of the Company held at Future House, The Glanty, Egham, Surrey, TW20 9AH on 9 November 2018 at 08.45 am/pm.

PRESENT: Gary Oliver (Director)
Ann Shephard (Director)
Keith Carton (Company Secretary)

1. Notice and quorum

Gary Oliver was appointed Chairman. The Chairman noted that due notice was given to all the directors of the Company and that a quorum was present in accordance with the Articles of Association of the Company. Accordingly, the Chairman declared the meeting open.

2. Declaration of Personal Interests

2.1 Each director present declared the nature and extent of their interest in the meeting.

2.2 As a result of their directorships and shareholdings in the Company, each of the directors declared their interest in the matters to be discussed at the meeting in the accordance with Section 177 if the Companies Act 2006 and pursuant to the Company's Articles of Association.

2.3 The Chairman advised the meeting that, by virtue of Article 12 of the Company's Articles of Association, each interested director could vote and count in the quorum in relation to the matters to be considered at the meeting.

3. Purpose

3.1 The Chairman reported that Future Electronics Inc. and certain of its subsidiaries have entered into a US\$250,000.00 credit agreement dated on or around 14 January 2011 between, amongst others, Future Electronics Inc. as Canadian borrower, Future Electronics Corp, as U.S. borrower (together, the "**Borrowers**"), BMO Capital Markets and RBS Securities Inc. as co-lead arrangers and co-bookrunners, the financial institutions listed therein (the "**Lenders**") and Bank of Montreal as administrative agent (the "**Agent**") (the "**Credit Agreement**"), as it may be amended, restated or otherwise modified from time to time) guaranteed by, amongst others, the Company and certain subsidiaries of Future Electronics Inc. (together, the "**Guarantors**") and secured by certain security interests over certain assets of the Borrowers and certain subsidiaries of Future Electronics Inc. including, amongst others, the Company.

3.2 The Chairman further reported that due to the liquidation of F.E. Future Holdings B.V. on or about the date hereof, the Company would acquire from F.E. Future Holdings B.V. the shares it currently holds in Future Electronics Deutschland GmbH and Future Electronics Distribution (Israel) Ltd. (the "**Share Transfers**"). In order to effect the Share Transfers, and as a condition under the Credit Agreement, the Company will execute the following documents:

- (a) a share transfer deed between F.E. Future Holding B.V. and the Company in respect of the shares in Future Electronics Distribution (Israel) Ltd.;
 - (b) a notarial share transfer deed between F.E. Future Holding B.V. and the Company in respect of the shares in Future Electronics Deutschland GmbH;
 - (c) a confirmation agreement between the Company, the Lenders (as defined therein) and the Bank of Montreal (on its own behalf and as Agent for the Lenders);
 - (d) a second lien share pledge agreement granted by the Company relating to a share pledge agreement granted by F.E. Future Holdings B.V. dated 14 January 2011 (the "**Original German Share Pledge**"), each in favour of the Agent or Bank of Montreal, London Branch as security agent (the "**Security Agent**") pledging 100% of the issued share capital in Future Electronics Deutschland GmbH (the "**Second German Share Pledge**");
 - (e) an amended and restated share pledge agreement granted by the Company relating to a share pledge agreement granted by F.E. Future Holdings B.V. dated 15 January 2011 (the "**Original Israeli Share Pledge**"), each in favour of the Security Agent pledging 100% of the issued share capital in Future Electronics Distribution (Israel) Ltd. (the "**Amended Israeli Share Pledge**"); and
 - (f) any other documents or instruments incidental or related to the documents described above,
- (the documents set out in paragraphs (a) to (f) above are each a "**Document**" and together the "**Documents**").

3.3 The Chairman noted that this meeting had been convened for the purpose of considering and approving the transactions and documents contemplated by the Share Transfers and the Seventh Amending Agreement to the Credit Agreement dated 28 November 2017.

4. Production of the Documents

There was then produced to the meeting the latest draft of each Document, the terms of which were carefully considered.

5. Commercial Benefit

5.1 The terms of the Documents and the director's general duties pursuant to Part 10, Chapter 2 of the Companies Act 2006 (and in particular the matters referred to in section 172 of the Companies Act 2006) were carefully considered and discussed by the directors of the Company present at the meeting.

5.2 The meeting also considered whether the entry into the Documents would be in the best interest and for the commercial benefit of the Company.

5.3 It was noted that the Borrowers and the Guarantors including, amongst others, the Company, expect to receive substantial direct and indirect benefits from the extension of credit to the Borrowers by the Lenders pursuant to the Credit Agreement.

6. Shareholder Approval

- 6.1 It was proposed that the execution of the Documents by the Company be approved by a written resolution of the shareholders of the Company. There was produced to the meeting a draft written resolution for the purposes of obtaining shareholder approval.
- 6.2. It was accordingly agreed and resolved that the written resolution be proposed and presented to the shareholders for their consideration and approval.
- 6.3 After a short break, the meeting reconvened and it was confirmed that unanimous shareholder approval had been obtained.

7. Resolutions

7.1 IT WAS RESOLVED that:

- (a) it was, in the bona fide opinion of the directors present, in the best interests and for the commercial benefit and advantage of the Company and would be most likely to promote the success of the Company to enter into the Documents and the terms of, and the transactions contemplated by the Documents be and are hereby approved and that the entry by the Company into the Documents be approved;
- (b) the execution, delivery and performance of the Documents including granting security pursuant to the German Share Pledge and the Israeli Share Pledge and the exercise by the Company of its rights and performance and obligations thereunder do not contravene any provision of the Memorandum and Articles of Association of the Company or any agreement or any obligations of the Company including any shareholder's resolutions of the Company;
- (c) any director of the Company be and is hereby individually authorized to execute the Documents on behalf of the Company in the form produced to the meeting subject to such amendments and modifications as the director executing the same may in his or her absolute discretion agree and so that the director's signature of the relevant Document shall be conclusive evidence of agreement to such amendments or modifications; and
- (d) if any Document or related documents agreed by a director needs to be executed as a deed, that any two directors or any director and the secretary of the Company or a director in the presence of a witness be and are hereby authorized to execute as a deed and deliver such Document or related document on behalf of the Company.

7.2 IT WAS **RESOLVED** that any director and/or the secretary of the Company be and are hereby authorized to do all acts and things necessary or desirable to give effect to the foregoing resolutions and to sign and deliver on behalf of the Company any certificates, including an officer's certificate, documents and/or deeds, which may be required in connection with the execution or performance by the Company of the Documents or the transactions envisaged by them in such a manner or form as they in their discretion think fit and with power to make or agree to any amendments to the Documents and agree to the terms of any related document.

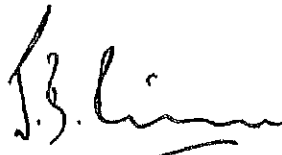
8. Filing at Companies House

- 8.1 The company secretary was instructed to make all necessary and appropriate entries in the books and registers of the Company.

8.2 Morgan, Lewis & Brockius UK LLP, English counsel to the Agent, was instructed to arrange for a print of the Second German Pledge Agreement and the Amended Israeli Pledge Agreement together with a verified copy of the Original German Pledge Agreement and the Original Israeli Pledge Agreement to be filed with Companies House.

9. Close

9.1 There being no further business the meeting was declared closed.



Gary Oliver

Chairman

Date: 9 NOVEMBER 2018 .

Signature page to Board Resolutions of Future Electronics Limited

SCHEDULE 4

RESOLUTION BY THE SHAREHOLDERS OF THE PLEDGOR

THE COMPANIES ACT 2006

FUTURE ELECTRONICS LIMITED (the "Company")

Company Number: 02087867

WRITTEN RESOLUTIONS

We, the undersigned, being the sole member of the Company who (at the date of circulation of this resolution) would be entitled to vote on this resolution, hereby agree, pursuant to Section 288 of the Companies Act 2006, to the passing of the following resolutions.

WE REFER TO:

- (A) The US\$250,000.00 credit agreement dated on or around 14 January 2011 between, amongst others, Future Electronics Inc. as Canadian borrower, Future Electronics Corp. as U.S. borrower (together, the "**Borrowers**"); BMO Capital Markets and RBS Securities Inc. as co-lead arrangers and co-bookrunners, the financial institutions listed therein (the "**Lenders**") and Bank of Montreal as administrative agent (the "**Agent**") (as it may be amended, restated or otherwise modified from time to time, the "**Credit Agreement**") guaranteed by, amongst others, the Company and certain subsidiaries of Future Electronics Inc. and secured by security interests over certain assets of the Borrowers and certain subsidiaries of Future Electronics Inc. including, amongst others, the Company.
- (B) Due to the liquidation of F.E. Future Holdings B.V. on or about the date hereof, the acquisition by the Company from F.E. Future Holdings B.V. the shares it currently holds in Future Electronics Deutschland GmbH and Future Electronics Distribution (Israel) Ltd. (the "**Share Transfers**").
- (C) The following documents in connection with the Share Transfers and the Credit Agreement:
 - i. a share transfer deed between F.E. Future Holding B.V. and the Company in respect of the shares in Future Electronics Distribution (Israel) Ltd.;
 - ii. a notarial share transfer deed between F.E. Future Holding B.V. and the Company in respect of the shares in Future Electronics Deutschland GmbH;
 - iii. a confirmation agreement between the Company, the Lenders (as defined therein) and the Bank of Montreal (on its own behalf and as Agent for the Lenders);
 - iv. a second lien share pledge agreement pledging 100% of the issued share capital in Future Electronics Deutschland GmbH;
 - v. an amended and restated share pledge agreement pledging 100% of the issued share capital in Future Electronics Distribution (Israel) Ltd; and
 - vi. any other documents or instruments incidental or related to the documents described above, (the above documents are together referred to herein as the "**Documents**").

ORDINARY RESOLUTIONS

The following resolutions shall be passed, take effect and be treated for all purposes as ordinary resolutions of the shareholder, in accordance with Section 288 of the Companies Act 2006.

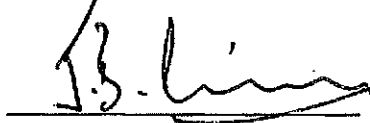
WE RESOLVE THAT:

1. it is in the best interests and for the commercial benefit and advantage of the Company and would be most likely to promote the success of the Company to enter into the Documents and the terms of, and the transactions contemplated by the Documents be and are hereby approved and that the entry by the Company into the Documents be approved;
2. the execution, delivery and performance of the Documents and the exercise by the Company of its rights and performance and obligations thereunder do not contravene any provision of the Memorandum and Articles of Association of the Company or any agreement or any obligations of the Company including any shareholders' resolutions of the Company;
3. any director of the Company be and is hereby individually authorized to approve the terms of and execute the Documents on behalf of the Company subject to such amendments and modifications as the director executing the same may in his or her absolute discretion agree and so that the director's signature of the relevant Document shall be conclusive evidence of agreement to such amendments or modifications; and
4. any director and/or the secretary of the Company be and are hereby authorized to do all acts and things necessary or desirable to give effect to the foregoing resolutions and to sign and deliver on behalf of the Company and certificates, including an officer's certificate, documents and/or deeds, which may be required in connection with the execution or performance by the Company of the Documents or the transactions envisaged by them in such a manner or form as they in their discretion think fit and with power to make or agree to any amendments to the Documents and agree to the terms of any related document.

AGREEMENT:

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, a person entitled to vote on the above resolutions hereby irrevocably agrees to these Ordinary Resolutions.



For and on behalf of Future Electronics Management Services Limited

(as the sole member)

Date: 9 November 2018

SCHEDULE 5

ADDRESSES FOR NOTICES

To the Pledgor: Future Electronics Limited
Future House, The Glanty, Egham,
Surrey, TW20 9AH,
United Kingdom
Attn.: Director
Phone: +44 1784275005
Fax: +44 1784275875

To the Agent: Bank of Montreal
Agent Bank Services Canada
234 Simcoe Street, City of Toronto
Province of Ontario
Canada
Attn.: Director
Phone: +1 416-867-5612
Fax: +1 416-867-5718

To the Company: Future Electronics Deutschland GmbH
Max-Planck-Straße 3
85609 Aschheim
Germany
Attn.: Managing Director
Phone: +44 1784275005
Fax: +44 1784275875

This deed and its Schedules, excluding its table of contents and Schedules 3 and 4, which are attached for information purposes only, were read aloud by the notary to the persons appearing, approved by them, and signed by them and the notary in their own hands as follows:

Oliver Pösch

A. H. L.

Philipp Krosch

A. H. L. m. H.



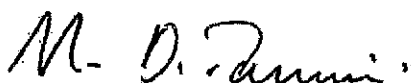
Certified Copy

I, Nicholas Derrick Jamison, Notary Public, of 47a High Street, Egham, Surrey TW20 9ES, England, by Royal Authority duly Admitted and Sworn and Practising in the said Town

DO HEREBY CERTIFY AND ATTEST

That the signatures set and subscribed at the foot of the hereunto annexed document are genuine, the same having been this day duly subscribed thereto in my presence by Gary Bruce Oliver, holder of United Kingdom Passport number [REDACTED] and Ann Shepherd holder of United Kingdom Passport number [REDACTED] whose identities I attest.

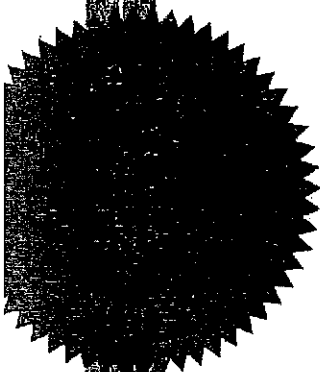
In Testimony whereof I have hereunto set my hand and affixed my Seal of Office in the Town of Egham, England aforesaid this 30th day of October 2018.





Nicholas D. Jamison

Notary Public

Egham, England



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / País:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Nicholas Derrick Jamison
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	31 October 2018
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-1155142
9. Seal / stamp Sceau / timbre Sello / timbre	
10. Signature Signature Firma	O. Matti 

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

To verify this apostille go to www.verifyapostille.service.gov.uk

Vollmacht

Power of Attorney

Die unterzeichnende Gesellschaft in Firma

The undersigned company with its business name

Future Electronics Limited

eine nach dem Recht von England und Wales gegründete Gesellschaft mit beschränkter Haftung, registriert beim Companies House unter der Nummer 02087867, geschäftsansässig Future House, The Glanty, Egham, Surrey, TW20 9AH, Vereinigtes Königreich

a limited liability company organized under the laws of England and Wales, registered with the Companies House under the company number 02087867, having its registered office address at Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom

(nachfolgend die „Vollmachtgeberin“ genannt),

(hereinafter referred to as the „Principal“),

ordnungsgemäß vertreten durch ihre gesamtvertretungsberechtigten Direktoren

duly represented by its directors acting with joint power of representation

Gary Bruce Oliver

und / and

Ann Shepherd

bevollmächtigt hiermit jeweils

hereby authorizes each of

1. **Oliver Polster**
2. **Marco Niehaus**
3. **Sven Jacobs**
4. **Andre Hartmann**
5. **Thorben Schläfer**

alle mit Geschäftsanschrift Norton Rose Fulbright LLP, Taunustor 1 (TaunusTurm) 60310 Frankfurt am Main, Deutschland

all with business address at Norton Rose Fulbright LLP, Taunustor 1 (TaunusTurm) 60310 Frankfurt am Main, Germany

sowie

as well as

6. **Frank Henkel**
7. **Nicolas Daamen**
8. **Johannes Diez**
9. **Alexander Mathes**
10. **Aurelius Haag**

alle mit Geschäftsanschrift Norton Rose Fulbright LLP, Theatinerstraße 11, 80333 München, Deutschland

all with business address at Norton Rose Fulbright LLP, Theatinerstraße 11, 80333 Munich, Germany

(alle zusammen nachfolgend die „Vertreter“ genannt),

(all together herein referred to as the „Representatives“),

- und zwar jeden von ihnen einzeln - die

- each of them individually - to

Vollmachtgeberin umfassend bei den folgenden Handlungen, Erklärungen, Transaktionen und Rechtsgeschäften zu vertreten:

1. Vertretung der Vollmachtgeberin beim Abschluss eines (erstrangigen oder nachrangigen) Anteilsverpfändungsvertrages mit, unter anderem, der Bank of Montreal als Pfandnehmer, in dem die Vollmachtgeberin als Pfandgeberin bis zu 100% der Geschäftsanteile (einschließlich ggf. zukünftiger Geschäftsanteile) und damit verbundene Nebenrechte an der Future Electronics Deutschland GmbH, die im Handelsregister des Amtsgerichts München unter Nr. HRB 52181 eingetragen ist (die „Gesellschaft“), verpfändet; und
2. Abgabe, Entgegennahme, Vornahme, Änderung und Zurücknahme von Erklärungen jeder Art im Zusammenhang mit den unter Ziffer 1 genannten Gegenständen.

Jeder Vertreter ist darüber hinaus zur Vornahme sämtlicher Handlungen und Abgabe bzw. Entgegennahme sämtlicher Erklärungen (einschließlich gegenüber Behörden, Gerichten, Notaren, dem Handelsregister und sonstigen Dritten) ermächtigt, die von dem jeweiligen Vertreter im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffern nach seinem freien Ermessen für erforderlich oder zweckmäßig gehalten werden, einschließlich der Verhandlung, Unterzeichnung, Änderung, Ergänzung und/oder Aufhebung aller im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffer stehenden Nebenvereinbarungen sowie der Veranlassung von Eintragungen und sonstigen Maßnahmen.

Jeder Vertreter ist, soweit rechtlich zulässig, von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuches (BGB) und

comprehensively represent the Principal with regard to the following actions, declarations, transactions and legal acts:

1. Representing the Principal to enter into, sign and execute a (first-ranked or second-ranked) share pledge agreement with, *inter alia*, Bank of Montreal as pledgee, in which the Principal as pledgor pledges up to 100% of the shares (including, if applicable, any potential future shares) and any rights associated therewith in Future Electronics Deutschland GmbH, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Munich under no. HRB 52181 (the „Company“); and
2. Submission, receipt, execution, change and withdrawal of declarations of any kind in connection with the measures mentioned above in section 1.

Each of the Representatives is further authorized to take any other action and make and receive any other declaration (including *vis-à-vis*) public authorities, courts, notaries, the commercial register and other third parties) deemed necessary or beneficial by the respective Representative in his/her free discretion in connection with the measures set out above, including but not limited to the negotiation, signing, amendment, supplement and/or termination of any agreements, including ancillary agreements, in connection with the measures set out above, as well as applying for any registration or carrying out any other measure.

Each of the Representatives is, to the extent legally permissible, relieved from the restrictions of Section 181 of the German

vergleichbarer ausländischer Vorschriften befreit und berechtigt, Erklärungen Dritter zu genehmigen.

Civil Code (*BGB*) and comparable provisions in other jurisdictions and shall be authorized to approve the statements made by any third party.

Jeder Vertreter kann von dieser Vollmacht vollumfänglich oder teilweise mehrfach Gebrauch machen.

Each of the Representatives may exercise this power of attorney wholly or partly several times.

Im Innenverhältnis zu den Vertretern verpflichtet sich die Vollmachtgeberin, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die der jeweilige Vertreter unter dieser Vollmacht vornimmt. Diese Verpflichtung berührt die Wirksamkeit dieser Vollmacht gegenüber Dritten nicht.

The Principal agrees with the Representatives to ratify and to confirm any declarations or acts the respective Representative shall do or cause under this power of attorney. This obligation does not affect the validity of this power of attorney vis-à-vis third parties.

Die Haftung jedes Vertreters (einschließlich seiner/ihrer Erfüllungsgehilfen) für einfache Fahrlässigkeit in Zusammenhang mit dieser Vollmacht ist ausgeschlossen; die Haftung für grobe Fahrlässigkeit, Vorsatz oder Arglist sowie für Schäden aus einer Verletzung von vertraglichen Kardinalpflichten oder des Lebens, des Körpers oder der Gesundheit bleibt hiervon unberührt. Die Vollmachtgeberin wird jeden der Vertreter von sämtlichen Ansprüchen, Kosten und Schäden, die ihm/ihr aus oder im Zusammenhang mit der Ausübung der Vollmacht entstehen, freistellen, es sei denn der betreffende Vertreter handelt grob fahrlässig oder vorsätzlich.

The liability of each of the Representatives (including his/her partners) for negligence in connection with this power of attorney shall be excluded; the liability for gross negligence, deliberate acts, omissions, malice, as well as for damages resulting from a violation of the contractual main obligations or a violation of life, body or personal health remains unaffected. The Principal agrees to indemnify each of the Representatives against any claims, costs and losses such Representative incurs in connection with the exercise of his/her powers conferred by this power of attorney, except in case of the gross negligence or willful misconduct of the relevant Representative.

Im Zweifelsfall soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. § 139 BGB findet keine Anwendung.

In case of doubt, this power of attorney shall be interpreted extensively in order to realize the purpose for which it is granted for. Section 139 German Civil Code shall not apply.

Die deutsche Fassung dieser Vollmacht ist maßgeblich. Diese Vollmacht unterliegt deutschem Recht. Ausschließlicher Gerichtsstand ist Frankfurt am Main, Bundesrepublik Deutschland.

The German version of this power of attorney is decisive. This power of attorney is governed by German law. Exclusive place of jurisdiction is Frankfurt am Main, Federal Republic of Germany.

Diese Vollmacht ist befristet bis zum 31. März 2019. This power of attorney shall expire automatically on 31 March 2019.

Für /for and on behalf of
Future Electronics Limited

Egham, England, 30/10/2018



Gary Bruce Oliver
- Direktor / Director -



Ann Shephard
- Direktor / Director -

Notarielle Beglaubigung

Ich, der unterzeichnete

Notarial Certification

I, the undersigned

NICHOLAS DERRICK JAMISON
Öffentlicher Notar / Notary Public

beglaube und bestätige hiernit, dass
Herr

hereby certify and confirm that Mr.

Gary Bruce Oliver

geboren am 18. Juni 1965 / born on 18 June 1965

von mir durch amtlichen und gültigen
Lichtbildausweis identifiziert wurde und
die vorstehende Unterschrift in meiner
Gegenwart geleistet hat;

was identified by me by official and
valid photo identification passport and
has signed the above document before
me; and

ein ordnungsgemäß bestellter Direktor
der Future Electronics Limited ist und als
solcher gemeinsam mit einem weiteren
Direktor der Future Electronics Limited
berechtigt ist, die Future Electronics
Limited zu vertreten (Gesamtvertretung),
insbesondere für die Future Electronics
Limited Generalvollmachten zu
unterzeichnen; und dass

is a duly appointed Director of Future
Electronics Limited and is as such duly
authorized to jointly represent Future
Electronics Limited together with
another Director of Future Electronic
Limited (joint power of representation),
in particular, to sign general powers of
attorney on behalf of Future Electronics
Limited; and that

die Future Electronics Limited eine nach

Future Electronics Limited is a limited

dem Recht von England und Wales
ordnungsgemäß gegründete and
existierende Gesellschaft ist.

liability company duly organized and
existing under the laws of England and
Wales.

Der für diese Beglaubigung und
Bestätigung maßgebliche Text ist
derjenige, der in deutscher Sprache
abgefasst ist.

The decisive text for this certification
and confirmation is the German version.

UNTERSCHRIEBEN UND BE-
SCHWOREN vor mir an diesem

SUBSCRIBED AND SWORN TO
before me, this

30/10/2018.

N. D. Jamison
Öffentlicher Notar / Notary Public
NICHOLAS DERRICK JAMISON

Nicholas Derrick Jamison
Notary Public
47A High Street
Egham, Surrey TW20 9ES
United Kingdom
Tel: 44(0) 01784 432292

Notarielle Beglaubigung

Notarial Certification

Ich, der unterzeichnete

I, the undersigned

NICHOLAS DERRICK JAMISON
Öffentlicher Notar / Notary Public

beglaube und bestätige hiermit, dass
Frau

hereby certify and confirm that Mrs.

Ann Shepherd

geboren am 1 September 1970 / born on 1 September 1970.

von mir durch amtlichen und gültigen
Lichtbildausweis identifiziert wurde und
die vorstehende Unterschrift in meiner
Gegenwart geleistet hat;

was identified by me by official and
valid photo identification passport and
has signed the above document before
me; and

ein ordnungsgemäß bestellter Direktor
der Future Electronics Limited ist und als
solcher gemeinsam mit einem weiteren
Direktor der Future Electronics Limited
berechtigt ist, die Future Electronics
Limited zu vertreten (Gesamtvertretung),
insbesondere für die Future Electronics
Limited Generalvollmachten zu
unterzeichnen; und dass

is a duly appointed Director of Future
Electronics Limited and is as such duly
authorized to jointly represent Future
Electronics Limited together with
another Director of Future Electronic
Limited (joint power of representation),
in particular, to sign general powers of
attorney on behalf of Future Electronics
Limited; and that

die Future Electronics Limited eine nach
dem Recht von England und Wales

Future Electronics Limited is a limited
liability company duly organized and

ordnungsgemäß gegründete und
existierende Gesellschaft ist.

existing under the laws of England and
Wales.

Der für diese Beglaubigung und
Bestätigung maßgebliche Text ist
derjenige, der in deutscher Sprache
abgefasst ist.

The decisive text for this certification
and confirmation is the German version.

UNTERSCHRIEBEN UND BE-
SCHWOREN vor mir an diesem

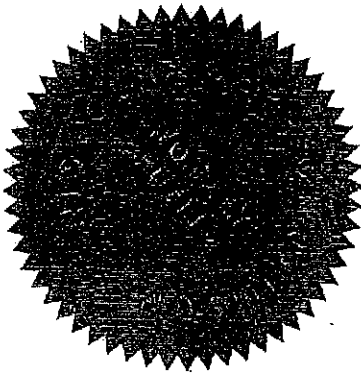
SUBSCRIBED AND SWORN TO
before me, this

30/10/2018

N. D. Jamison

Öffentlicher Notar / Notary Public

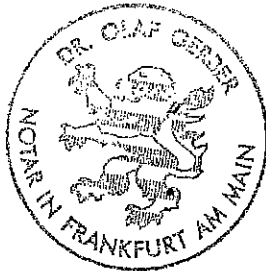
NICHOLAS DERRICK JAMISON

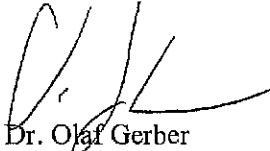


Nicholas Derrick Jamison
Notary Public
47A High Street
Egham, Surrey TW20 9ES
United Kingdom
Tel: +44(0) 01784 432292

This copy is a true copy of the original document presented to me, which is hereby certified.

Frankfurt/Main, November 14, 2018




Dr. Olaf Gerber
Civil Law Notary

Certified Copy

I, Nicholas Derrick Jamison, Notary Public of 47a High Street, Egham,
Surrey TW20 9ES, England, by Royal Authority duly Admitted and
Sworn and Practising in the said Town

DO HEREBY CERTIFY AND ATTEST

That the signature set and subscribed at the foot of the hereunto annexed
document is genuine, the same having been this day duly subscribed
thereto in my presence by Gary Bruce Oliver, holder of United Kingdom
Passport number [REDACTED], whose identity I attest.

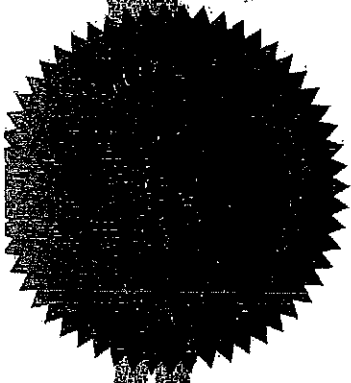
In Testimony whereof I have hereunto set my hand and affixed my Seal
of Office in the Town of Egham, England aforesaid this 30th day of
October 2018.



N. D. Jamison

Nicholas Derrick Jamison

Notary Public

Egham, England



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Nicholas Derrick Jamison
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	31 October 2018
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-1155143
9. Seal / stamp Sceau / timbre Sello / timbre	
10. Signature Signature Firma	O. Matti 

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

To verify this apostille go to www.verifyapostille.service.gov.uk

Vollmacht

Power of Attorney

Die unterzeichnende Gesellschaft in Firma

The undersigned company with its business name

Future Electronics Deutschland GmbH

eine nach dem der Recht Bundesrepublik Deutschland gegründete Gesellschaft mit beschränkter Haftung, eingetragen beim Handelsregister des Amtsgerichts München unter der Nummer HRB 52181, geschäftsansässig Max-Planck-Straße 3, 85609 Aschheim, Bundesrepublik Deutschland

a limited liability company organized under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Munich under no. HRB 52181, having its registered office address at Max-Planck-Straße 3, 85609 Aschheim, Federal Republic of Germany

(nachfolgend die „Vollmachtgeberin“ genannt),

(hereinafter referred to as the „Principal“),

ordnungsgemäß vertreten durch ihren alleinvertretungsberechtigten Geschäftsführer

duly represented by its managing director acting with sole power of representation

Gary Bruce Oliver

bevollmächtigt hiermit jeweils

hereby authorizes each of

1. Oliver Polster
2. Marco Niehaus
3. Sven Jacobs
4. Andre Hartmann
5. Thorben Schläfer

alle mit Geschäftsanschrift Norton Rose Fulbright LLP, Taunustor 1 (TaunusTurm) 60310 Frankfurt am Main, Deutschland

all with business address at Norton Rose Fulbright LLP, Taunustor 1 (TaunusTurm) 60310 Frankfurt am Main, Germany

sowie

as well as

6. Frank Henkel
7. Nicolas Daamen
8. Johannes Diez
9. Alexander Mathes
10. Aurelius Haag

alle mit Geschäftsanschrift Norton Rose Fulbright LLP, Theatinerstraße 11, 80333 München, Deutschland

all with business address at Norton Rose Fulbright LLP, Theatinerstraße 11, 80333 Munich, Germany

(alle zusammen nachfolgend die „Vertreter“ genannt),

(all together herein referred to as the „Representatives“),

- und zwar jeden von ihnen einzeln - die Vollmachtgeberin umfassend bei den

- each of them individually - to comprehensively represent the Principal with

folgenden Handlungen, Erklärungen, Transaktionen und Rechtsgeschäften zu vertreten: regard to the following actions, declarations, transactions and legal acts:

1. Vertretung der Vollmachtgeberin beim Abschluss eines (erstrangigen oder nachrangigen) Anteilsverpfändungsvertrages mit, unter anderem, der Bank of Montreal als Pfandnehmer, in dem die Future Electronics Limited registriert beim Companies House unter der Nummer 02087867, geschäftsansässig Future House, The Glanty, Egham, Surrey, TW20 9AH, Vereinigtes Königreich, als Pfandgeberin bis zu 100% der Geschäftsanteile (einschließlich ggf. zukünftiger Geschäftsanteile) und damit verbundene Nebenrechte an der Vollmachtgeberin verpfändet; und
1. Representing the Principal to enter into, sign and execute a (first-ranked or second-ranked) share pledge agreement with, *inter alia*, Bank of Montreal as pledgee, in which Future Electronics Limited, registered with the Companies House under the company number 02087867, having its registered office address at Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom, as pledgor pledges up to 100% of the shares (including, if applicable, any potential future shares) and any rights associated therewith in the Principal; and
2. Abgabe, Entgegennahme, Vornahme, Änderung und Zurücknahme von Erklärungen jeder Art im Zusammenhang mit den unter Ziffer 1 genannten Gegenständen.
2. Submission, receipt, execution, change and withdrawal of declarations of any kind in connection with the measures mentioned above in section 1.

Jeder Vertreter ist darüber hinaus zur Vornahme sämtlicher Handlungen und Abgabe bzw. Entgegennahme sämtlicher Erklärungen (einschließlich gegenüber Behörden, Gerichten, Notaren, dem Handelsregister und sonstigen Dritten) ermächtigt, die von dem jeweiligen Vertreter im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffern nach seinem freien Ermessen für erforderlich oder zweckmäßig gehalten werden, einschließlich der Verhandlung, Unterzeichnung, Änderung, Ergänzung und/oder Aufhebung aller im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffer stehenden Nebenvereinbarungen sowie der Veranlassung von Eintragungen und sonstigen Maßnahmen.

Each of the Representatives is further authorized to take any other action and make and receive any other declaration (including *vis-à-vis*) public authorities, courts, notaries, the commercial register and other third parties) deemed necessary or beneficial by the respective Representative in his/her free discretion in connection with the measures set out above, including but not limited to the negotiation, signing, amendment, supplement and/or termination of any agreements, including ancillary agreements, in connection with the measures set out above, as well as applying for any registration or carrying out any other measure.

Jeder Vertreter ist, soweit rechtlich zulässig, von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuches (BGB) und

Each of the Representatives is, to the extent legally permissible, relieved from the restrictions of Section 181 of the German

vergleichbarer ausländischer Vorschriften befreit und berechtigt, Erklärungen Dritter zu genehmigen.

Civil Code (*BGB*) and comparable provisions in other jurisdictions and shall be authorized to approve the statements made by any third party.

Jeder Vertreter kann von dieser Vollmacht vollumfänglich oder teilweise mehrfach Gebrauch machen.

Each of the Representatives may exercise this power of attorney wholly or partly several times.

Im Innenverhältnis zu den Vertretern verpflichtet sich die Vollmachtgeberin, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die der jeweilige Vertreter unter dieser Vollmacht vornimmt. Diese Verpflichtung berührt die Wirksamkeit dieser Vollmacht gegenüber Dritten nicht.

The Principal agrees with the Representatives to ratify and to confirm any declarations or acts the respective Representative shall do or cause under this power of attorney. This obligation does not affect the validity of this power of attorney vis-à-vis third parties.

Die Haftung jedes Vertreters (einschließlich seiner/ihrer Erfüllungsgehilfen) für einfache Fahrlässigkeit in Zusammenhang mit dieser Vollmacht ist ausgeschlossen; die Haftung für grobe Fahrlässigkeit, Vorsatz oder Arglist sowie für Schäden aus einer Verletzung von vertraglichen Kardinalpflichten oder des Lebens, des Körpers oder der Gesundheit bleibt hiervon unberührt. Die Vollmachtgeberin wird jeden der Vertreter von sämtlichen Ansprüchen, Kosten und Schäden, die ihm/ihr aus oder im Zusammenhang mit der Ausübung der Vollmacht entstehen, freistellen, es sei denn der betreffende Vertreter handelt grob fahrlässig oder vorsätzlich.

The liability of each of the Representatives (including his/her partners) for negligence in connection with this power of attorney shall be excluded; the liability for gross negligence, deliberate acts, omissions, malice, as well as for damages resulting from a violation of the contractual main obligations or a violation of life, body or personal health remains unaffected. The Principal agrees to indemnify each of the Representatives against any claims, costs and losses such Representative incurs in connection with the exercise of his/her powers conferred by this power of attorney, except in case of the gross negligence or willful misconduct of the relevant Representative.

Im Zweifelsfall soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. § 139 BGB findet keine Anwendung.

In case of doubt, this power of attorney shall be interpreted extensively in order to realize the purpose for which it is granted for. Section 139 German Civil Code shall not apply.

Die deutsche Fassung dieser Vollmacht ist maßgeblich. Diese Vollmacht unterliegt deutschem Recht. Ausschließlicher Gerichtsstand ist Frankfurt am Main, Bundesrepublik Deutschland.

The German version of this power of attorney is decisive. This power of attorney is governed by German law. Exclusive place of jurisdiction is Frankfurt am Main, Federal Republic of Germany.

Diese Vollmacht ist befristet bis zum 31. März 2019. This power of attorney shall expire automatically on 31 March 2019.

Für / for and on behalf of
Future Electronics Deutschland GmbH

Egham, England, 30/10/2018


Gary Bruce Oliver

- Geschäftsführer / Managing Director -

Notarielle Beglaubigung

Ich, der unterzeichnete

Notarial Certification

I, the undersigned

NICHOLAS DERRICK JAMISON

Öffentlicher Notar / Notary Public

beglaube hiermit, dass Herr

hereby certify that Mr.

Gary Bruce Oliver

geboren am / born on

18. Juni 1965 / 18 June 1965

von mir durch amtlichen und gültigen
Lichtbildausweis identifiziert wurde und
die vorstehende Unterschrift in meiner
Gegenwart geleistet hat.

was identified by me by official and
valid photo identification passport and
has signed the above document before
me.

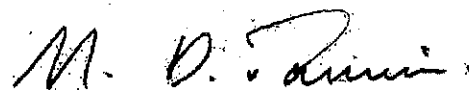
Der für diese Beglaubigung maßgebliche
Text ist derjenige, der in deutscher
Sprache abgefasst ist.

The decisive text for this certification is
the German version.

UNTERSCHRIEBEN UND BE-
SCHWOREN vor mir an diesem

SUBSCRIBED AND SWORN TO
before me, this

30/10/2018



NICHOLAS DERRICK JAMISON


Öffentlicher Notar / Notary Public

Nicholas Derrick Jamison
Notary Public
47A High Street
Egham, Surrey TW20 9ES
United Kingdom
Tel: +44(0) 01784 432292

This copy is a true copy of the original document presented to me, which is hereby certified.

Frankfurt/Main, November 14, 2018




Dr. Olaf Gerber
Civil Law Notary

Copy

Vollmacht

Power of Attorney

Die unterzeichnende Bank in Firma

The undersigned bank with its business name

Bank of Montreal

eine nach dem Recht von Kanada gegründete Bank, geschäftsansässig 129 Saint-Jacques Street, Montréal, Province of Québec, Kanada

a bank formed under the laws of Canada, having its registered office at 129 Saint-Jacques Street, Montréal, Province of Québec, Canada

(nachfolgend die „Vollmachtgeberin“ genannt),

(hereinafter referred to as the „Principal“),

ordnungsgemäß vertreten durch ihren einzelvertretungsberechtigten Director

duly represented by its Director acting with single power of representation

Bruno Jarry

bevollmächtigt hiermit jeweils

hereby authorizes each of

1. **Dr. Torsten Schwarze**
2. **Dr. Karsten Emmermann**
3. **Markus Kern**
4. **Florian Hinderer**
5. **Christian Leeder**
6. **Lutz Hans Krosien**
7. **Isa Bobrowski**

alle mit Geschäftsanschrift Morgan, Lewis & Bockius LLP, OpernTurm, Bockenheimer Landstrasse 4, 60306 Frankfurt am Main, Deutschland

all professionally residing at Morgan, Lewis & Bockius LLP, OpernTurm, Bockenheimer Landstrasse 4, 60306 Frankfurt am Main, Germany

(alle zusammen nachfolgend die „Vertreter“ genannt),

(all together herein referred to as the „Representatives“),

- und zwar jeden von ihnen einzeln – die Vollmachtgeberin umfassend bei den folgenden Handlungen, Erklärungen, Transaktionen und Rechtsgeschäften zu vertreten:

- each of them individually - to comprehensively represent the Principal with regard to the following actions, declarations, transactions and legal acts:

1. Vertretung der Vollmachtgeberin beim Abschluss eines (erstrangigen oder nachrangigen) Anteilsverpfändungsvertrages mit, unter anderem, der Vollmachtgeberin als Pfandnehmer, in dem die Future Electronics Limited als Pfandgeberin bis zu 100% der Geschäftsanteile (einschließlich ggf. zukünftiger Geschäftsanteile) und damit

1. Representing the Principal to enter into, sign and execute a (first-ranked or second-ranked) share pledge agreement with, *inter alia*, the Principal as pledgee, in which Future Electronics Limited as pledgor pledges up to 100% of the shares (including, if applicable, any potential future shares) and any rights associated therewith in Future Electronics

verbundene Nebenrechte an der Future Electronics Deutschland GmbH, die im Handelsregister des Amtsgerichts München unter Nr. HRB 52181 eingetragen ist (die „Gesellschaft“), verpfändet; und

Deutschland GmbH, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Munich under no. HRB 52181 (the „Company“); and

2. Abgabe, Entgegennahme, Vornahme, Änderung und Zurücknahme von Erklärungen jeder Art im Zusammenhang mit den unter Ziffer 1 genannten Gegenständen.

2. Submission, receipt, execution, change and withdrawal of declarations of any kind in connection with the measures mentioned above in section 1.

Jeder Vertreter ist darüber hinaus zur Vornahme sämtlicher Handlungen und Abgabe bzw. Entgegennahme sämtlicher Erklärungen (einschließlich gegenüber Behörden, Gerichten, Notaren, dem Handelsregister und sonstigen Dritten) ermächtigt, die von dem jeweiligen Vertreter im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffern nach seinem freien Ermessen für erforderlich oder zweckmäßig gehalten werden, einschließlich der Verhandlung, Unterzeichnung, Änderung, Ergänzung und/oder Aufhebung aller im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffer stehenden Nebenvereinbarungen sowie der Veranlassung von Eintragungen und sonstigen Maßnahmen.

Each of the Representatives is further authorized to take any other action and make and receive any other declaration (including *vis-à-vis*) public authorities, courts, notaries, the commercial register and other third parties) deemed necessary or beneficial by the respective Representative in his/her free discretion in connection with the measures set out above, including but not limited to the negotiation, signing, amendment, supplement and/or termination of any agreements, including ancillary agreements, in connection with the measures set out above, as well as applying for any registration or carrying out any other measure.

Jeder Vertreter ist, soweit rechtlich zulässig, von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuches (BGB) und vergleichbarer ausländischer Vorschriften befreit und berechtigt, Erklärungen Dritter zu genehmigen.

Each of the Representatives is, to the extent legally permissible, relieved from the restrictions of Section 181 of the German Civil Code (*BGB*) and comparable provisions in other jurisdictions and shall be authorized to approve the statements made by any third party.

Jeder Vertreter kann von dieser Vollmacht vollumfänglich oder teilweise mehrfach Gebrauch machen.

Each of the Representatives may exercise this power of attorney wholly or partly several times.

Im Innenverhältnis zu den Vertretern verpflichtet sich die Vollmachtgeberin, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die der jeweilige Vertreter unter dieser Vollmacht vornimmt. Diese Verpflichtung berührt die

The Principal agrees with the Representatives to ratify and to confirm any declarations or acts the respective Representative shall do or cause under this power of attorney. This obligation does not affect the validity of this power of attorney

Wirksamkeit dieser Vollmacht gegenüber vis-à-vis third parties.
Dritten nicht.

Die Haftung jedes Vertreters (einschließlich seiner/ihrer Erfüllungsgehilfen) für einfache Fahrlässigkeit in Zusammenhang mit dieser Vollmacht ist ausgeschlossen; die Haftung für grobe Fahrlässigkeit, Vorsatz oder Arglist sowie für Schäden aus einer Verletzung von vertraglichen Kardinalpflichten oder des Lebens, des Körpers oder der Gesundheit bleibt hiervon unberührt. Die Vollmachtgeberin wird jeden der Vertreter von sämtlichen Ansprüchen, Kosten und Schäden, die ihm/ihr aus oder im Zusammenhang mit der Ausübung der Vollmacht entstehen, freistellen, es sei denn der betreffende Vertreter handelt grob fahrlässig oder vorsätzlich.

The liability of each of the Representatives (including his/her partners) for negligence in connection with this power of attorney shall be excluded; the liability for gross negligence, deliberate acts, omissions, malice, as well as for damages resulting from a violation of the contractual main obligations or a violation of life, body or personal health remains unaffected. The Principal agrees to indemnify each of the Representatives against any claims, costs and losses such Representative incurs in connection with the exercise of his/her powers conferred by this power of attorney, except in case of the gross negligence or willful misconduct of the relevant Representative.

Im Zweifelsfall soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. § 139 BGB findet keine Anwendung.

In case of doubt, this power of attorney shall be interpreted extensively in order to realize the purpose for which it is granted for. Section 139 German Civil Code shall not apply.

Die deutsche Fassung dieser Vollmacht ist maßgeblich. Diese Vollmacht unterliegt deutschem Recht. Ausschließlicher Gerichtsstand ist Frankfurt am Main, Bundesrepublik Deutschland.

The German version of this power of attorney is decisive. This power of attorney is governed by German law. Exclusive place of jurisdiction is Frankfurt am Main, Federal Republic of Germany.

Diese Vollmacht ist befristet bis zum 31. März 2019.

This power of attorney shall expire automatically on March 31, 2019.

Für /for and on behalf of
Bank of Montreal

Montréal, Province of Québec, Canada, on November 8, 2018



Bruno Jarry
- Director -

Today, I have attached the following documents in certified copy to this deed:

Power of attorney by Bank of Montreal dated November 8, 2018

Frankfurt am Main, November 27, 2018

A handwritten signature in black ink, appearing to be 'O. Gerber', written in a cursive style.

Dr. Olaf Gerber
Civil Law Notary



Vollmacht

Power of Attorney

Die unterzeichnende Bank in Firma

The undersigned bank with its business name

Bank of Montreal

eine nach dem Recht von Kanada gegründete Bank, geschäftsansässig 129 Saint-Jacques Street, Montréal, Province of Québec, Kanada

a bank formed under the laws of Canada, having its registered office at 129 Saint-Jacques Street, Montréal, Province of Québec, Canada

(nachfolgend die „Vollmachtgeberin“ genannt),

(hereinafter referred to as the „Principal“),

ordnungsgemäß vertreten durch ihren einzelvertretungsberechtigten Director

duly represented by its Director acting with single power of representation

Bruno Jarry

bevollmächtigt hiermit jeweils

hereby authorizes each of

1. Dr. Torsten Schwarze
2. Dr. Karsten Emmermann
3. Markus Kern
4. Florian Hinderer
5. Christian Leeder
6. Lutz Hans Krosien
7. Isa Bobrowski

alle mit Geschäftsanschrift Morgan, Lewis & Bockius LLP, OpernTurm, Bockenheimer Landstrasse 4, 60306 Frankfurt am Main, Deutschland

all professionally residing at Morgan, Lewis & Bockius LLP, OpernTurm, Bockenheimer Landstrasse 4, 60306 Frankfurt am Main, Germany

(alle zusammen nachfolgend die „Vertreter“ genannt),

(all together herein referred to as the „Representatives“),

- und zwar jeden von ihnen einzeln - die Vollmachtgeberin umfassend bei den folgenden Handlungen, Erklärungen, Transaktionen und Rechtsgeschäften zu vertreten:

- each of them individually - to comprehensively represent the Principal with regard to the following actions, declarations, transactions and legal acts:

1. Vertretung der Vollmachtgeberin beim Abschluss eines (erstrangigen oder nachrangigen) Anteilsverpfändungsvertrages mit, unter anderem, der Vollmachtgeberin als Pfandnehmer, in dem die Future Electronics Limited als Pfandgeberin bis zu 100% der Geschäftsanteile (einschließlich ggf. zukünftiger Geschäftsanteile) und damit verbundene Nebenrechte an der Future

1. Representing the Principal to enter into, sign and execute a (first-ranked or second-ranked) share pledge agreement with, *inter alia*, the Principal as pledgee, in which Future Electronics Limited as pledgor pledges up to 100% of the shares (including, if applicable, any potential future shares) and any rights associated therewith in Future Electronics Deutschland GmbH, registered with the

Electronics Deutschland GmbH, die im Handelsregister des Amtsgerichts München unter Nr. HRB 52181 eingetragen ist (die „Gesellschaft“), verpfändet; und

commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Munich under no. HRB 52181 (the „Company“); and

2. Abgabe, Entgegennahme, Vornahme, Änderung und Zurücknahme von Erklärungen jeder Art im Zusammenhang mit den unter Ziffer 1 genannten Gegenständen.

2. Submission, receipt, execution, change and withdrawal of declarations of any kind in connection with the measures mentioned above in section 1.

Jeder Vertreter ist darüber hinaus zur Vornahme sämtlicher Handlungen und Abgabe bzw. Entgegennahme sämtlicher Erklärungen (einschließlich gegenüber Behörden, Gerichten, Notaren, dem Handelsregister und sonstigen Dritten) ermächtigt, die von dem jeweiligen Vertreter im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffern nach seinem freien Ermessen für erforderlich oder zweckmäßig gehalten werden, einschließlich der Verhandlung, Unterzeichnung, Änderung, Ergänzung und/oder Aufhebung aller im Zusammenhang mit den Maßnahmen nach vorstehenden Ziffer stehenden Nebenvereinbarungen sowie der Veranlassung von Eintragungen und sonstigen Maßnahmen.

Each of the Representatives is further authorized to take any other action and make and receive any other declaration (including *vis-à-vis*) public authorities, courts, notaries, the commercial register and other third parties) deemed necessary or beneficial by the respective Representative in his/her free discretion in connection with the measures set out above, including but not limited to the negotiation, signing, amendment, supplement and/or termination of any agreements, including ancillary agreements, in connection with the measures set out above, as well as applying for any registration or carrying out any other measure.

Jeder Vertreter ist, soweit rechtlich zulässig, von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuches (BGB) und vergleichbarer ausländischer Vorschriften befreit und berechtigt, Erklärungen Dritter zu genehmigen.

Each of the Representatives is, to the extent legally permissible, relieved from the restrictions of Section 181 of the German Civil Code (*BGB*) and comparable provisions in other jurisdictions and shall be authorized to approve the statements made by any third party.

Jeder Vertreter kann von dieser Vollmacht vollumfänglich oder teilweise mehrfach Gebrauch machen.

Each of the Representatives may exercise this power of attorney wholly or partly several times.

Im Innenverhältnis zu den Vertretern verpflichtet sich die Vollmachtgeberin, alle Rechtsgeschäfte und Handlungen zu genehmigen und zu bestätigen, die der jeweilige Vertreter unter dieser Vollmacht vornimmt. Diese Verpflichtung berührt die

The Principal agrees with the Representatives to ratify and to confirm any declarations or acts the respective Representative shall do or cause under this power of attorney. This obligation does not affect the validity of this power of attorney

Wirksamkeit dieser Vollmacht gegenüber vis-à-vis third parties.
Dritten nicht.

Die Haftung jedes Vertreters (einschließlich seiner/ihrer Erfüllungsgehilfen) für einfache Fahrlässigkeit in Zusammenhang mit dieser Vollmacht ist ausgeschlossen; die Haftung für grobe Fahrlässigkeit, Vorsatz oder Arglist sowie für Schäden aus einer Verletzung von vertraglichen Kardinalpflichten oder des Lebens, des Körpers oder der Gesundheit bleibt hiervon unberührt. Die Vollmachtgeberin wird jeden der Vertreter von sämtlichen Ansprüchen, Kosten und Schäden, die ihm/ihr aus oder im Zusammenhang mit der Ausübung der Vollmacht entstehen, freistellen, es sei denn der betreffende Vertreter handelt grob fahrlässig oder vorsätzlich.

The liability of each of the Representatives (including his/her partners) for negligence in connection with this power of attorney shall be excluded; the liability for gross negligence, deliberate acts, omissions, malice, as well as for damages resulting from a violation of the contractual main obligations or a violation of life, body or personal health remains unaffected. The Principal agrees to indemnify each of the Representatives against any claims, costs and losses such Representative incurs in connection with the exercise of his/her powers conferred by this power of attorney, except in case of the gross negligence or willful misconduct of the relevant Representative.

Im Zweifelsfall soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. § 139 BGB findet keine Anwendung.

In case of doubt, this power of attorney shall be interpreted extensively in order to realize the purpose for which it is granted for. Section 139 German Civil Code shall not apply.

Die deutsche Fassung dieser Vollmacht ist maßgeblich. Diese Vollmacht unterliegt deutschem Recht. Ausschließlicher Gerichtsstand ist Frankfurt am Main, Bundesrepublik Deutschland.

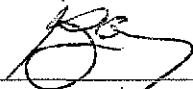
The German version of this power of attorney is decisive. This power of attorney is governed by German law. Exclusive place of jurisdiction is Frankfurt am Main, Federal Republic of Germany.

Diese Vollmacht ist befristet bis zum 31. März 2019.

This power of attorney shall expire automatically on March 31, 2019.

Für /for and on behalf of
Bank of Montreal

Montréal, Province of Québec, Canada, on November 8, 2018



Bruno Jarry
- Director -

This copy is a true copy of the original document presented to me, which is hereby certified.

Frankfurt/Main, November 27, 2018




Dr. Olaf Gerber
Civil Law Notary



This copy is a true copy of the original document presented to me, which is hereby certified.

Frankfurt/Main, November 27, 2018




Dr. Olaf Gerber
Civil Law Notary