

MG06

Particulars of a charge subject to which property has
been acquired



✓ 200040-13
✓ 200046-10

A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register
particulars of a charge subject to
which property has been acquired.

✗ **What this form is NOT for**
You cannot use this form to register
submitting particulars of a charge
subject to which property has been
acquired for a company registered
in Scotland. To do this use form
MG06s.

TUESDAY



A15 *A7JM3CC3* 27/11/2018 #359
COMPANIES HOUSE

1 Company details		For official use
Company number	0 2 0 8 7 8 6 7	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Future Electronics Limited	
2 Date of the instrument (if any) creating or evidencing the charge		
Date of the instrument (if any)	<div> <div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div> </div> <div> <div>1</div> <div>5</div> <div>0</div> <div>1</div> <div>2</div> <div>0</div> <div>1</div> <div>1</div> </div>	✓
3 Description of the instrument (if any) creating or evidencing the charge		
Description	A pledge of shares (the "Share Pledge") dated 15 January 2011 and governed by the laws of Israel made between F.E. Future Holding B.V. (the "Grantor") and Bank of Montreal as security agent for the Lenders (the "Agent")	Please give a description of the instrument, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge', etc. as the case may be.
4 Date of acquisition of the property which is subject to the charge		
	<div> <div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div> </div> <div> <div>1</div> <div>4</div> <div>1</div> <div>1</div> <div>2</div> <div>0</div> <div>1</div> <div>8</div> </div>	✓
5 Amount secured		Continuation page
	Please give us details of the amount secured by the mortgage or charge	Please use a continuation page if you need to enter more details.
Amount secured	The performance by the Grantor of (i) all obligations of the Grantor to the Agent in accordance with the terms of the Credit Agreement and the Guarantee, (ii) all other Loan Obligations and Derivative Obligations, if any, and (iii) all obligations of the Grantor under the Share Pledge. Please refer to attached continuation page for all defined terms used in the MG06.	

MG06 - continuation page

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Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

"Borrowers" means (i) Future Electronics Inc., a corporation formed under the law of the Province of 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 and (ii) Future Electronics Corp., a corporation formed under the laws of Delaware having its registered office at 41 Main Street, in Boston, Massachusetts, 01740.

"Company" means Future Electronics Distribution (Israel) Ltd. and its successors.

"Credit Agreement" means the USD 250,000,000 credit agreement entered into between, inter alia, the Lenders, the Agent and the Borrowers and dated as of or about 14 January 2011 (as it may be amended, restated, supplemented or modified from time to time).

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

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

"Lenders" means any person which is a Lender under the Credit Agreement, or becomes, a Lender under the Credit Agreement after the date of the Share Pledge.

"Derivative Obligations" and "Loan Obligations" are given the respective meaning attributed to them in the Credit Agreement.

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

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6**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name	Bank of Montreal
Address	1 First Canadian Place, Toronto, the Province of Ontario, Canada
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

7**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

All of the Grantor's right, title and interest to Equity in the Company (the "Equity Interests") including 1,000 ordinary shares of the Company (the "Securities"), together with the following present and future property, without limiting the charges, hypothecs and rights arising by operation of law:

(a) renewals, replacements and substitutions of, and additions to, the Equity Interests and the Securities, whether arising out of a purchase, redemption, conversion, cancellation or any other transformation of the Equity Interests or the Securities;

(b) the proceeds, fruits and revenues of the Equity Interests and the Securities, including (by way of example and without limitation) income therefrom, interest and dividends thereon (including dividends in kind), cash, bank accounts, notes, negotiable instruments, bills, commercial paper, securities, money, goods, contract rights and any other movable property, corporeal or incorporeal, received when any of the Securities is sold, exchanged, collected or otherwise disposed of, and any claim resulting from such transaction; and

(c) any right pertaining to the Equity Interests or the Securities.

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge.

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

9

Signature

Please sign the form here.

Signature

Signature

X

Heather

X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Keir Baker**

Company name **Morgan, Lewis & Bockius UK LLP**

Address **Condor House**

5-10 St Paul's Courtyard

Post town **London**

County/Region **Greater London**

Postcode **E C 4 M 8 A L**

Country **United Kingdom**

DX

Telephone **02032015000**

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument (if any).
- ☐ You have given the date of acquisition.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2087867
CHARGE NO. 14**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OF SHARES FOR ALL
SUMS DUE OR TO BECOME DUE UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE SECURED ON THE PROPERTY ACQUIRED BY
FUTURE ELECTRONICS LIMITED ON THE 14 NOVEMBER 2018
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 27 NOVEMBER 2018**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER
2018**

(P)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify this to be a true copy
of the original.
Dated: November 14, 2018.
Name: George Manahan.
AT: Montreal
Canada.

SHARE PLEDGE granted in Tel Aviv, Israel, as of the 15 day of January, 2011

BY:

F.E. Future Holding B.V., a Company duly governed
by the laws of Netherlands, having its corporate seat at
Parnassus Toren, Locatellikade 1, Amsterdam, the
Netherlands

(the "Grantor")

PARTY OF THE FIRST PART

IN FAVOUR OF:

BANK OF MONTREAL, a bank constituted under
the laws of Canada, as Agent

(the "Agent")

PARTY OF THE SECOND PART

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

WHEREAS, in support of the Borrowers' and of the Guarantors' obligations under the Credit Agreement and in support of the Grantor's obligations under the Guarantee (as defined hereinbelow), the Grantor wishes to pledge its Equity Interests in the Company (as defined hereinbelow) in favour of the Agent (the "Pledge");

1. PLEDGE

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

2. DESCRIPTION OF CHARGED PROPERTY

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

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

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

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

3. ADDITIONAL PROVISIONS

3.1. Transfer into Agent's Name

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

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

3.2. Standard of Care

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

4. SECURED OBLIGATIONS

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

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

5. REPRESENTATIONS AND WARRANTIES

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

5.1. Principal Place of Business

The principal place of business and the registered office of each of the Grantor and the Company are in Parnassus Toren, Locatellikade 1, Amsterdam, the Netherlands and in 2 Maskit St., Herzliya, Israel, respectively.

5.2. Shareholders' Agreement - Securities

There exists no shareholders' agreement in connection with the Securities. There exists no restriction in the articles or other constituting documents of the Company regarding the assignment or transfer of the Securities which has not been complied with or waived, nor any restrictions contained in any other contract or undertaking which is binding upon the Grantor save and except the concurrent consent of the Grantor and the required consent of the Board of Directors of the Company, with respect to the transfer of the Securities, which consent has been given by such board of directors by a unanimous written consent of the board of directors.

5.3. Ownership

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

6. COVENANTS

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

6.1. Additional Security

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

6.2. Registration

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

6.3. Delivery

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

7. EVENTS OF DEFAULT

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

8.1. Additional Rights

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

8.2. Good Faith

8.3. Relations with the Grantor and Others

8.4. No Security by Agent

8.5. Sale by the Agent

9. DEFINITIONS

Future Electronics/Future Electronics - Refinancing 201045931950713110070

"Company" means Future Electronics Distribution (Israel) Ltd. and its successors.

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

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

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

10. MISCELLANEOUS

10.1. Pledge Constitutes Additional Security

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

10.2. Investment of Charged Property

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

10.3. Time of the Essence

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

10.4. No Waiver or Estoppel

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

10.5. Severability

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

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

10.6. Amendment

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

10.7. Performance by Agent

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

10.8. Agent as Mandatary

To the fullest extent permitted by law, the Agent is hereby designated as the irrevocable mandatary of the Grantor with full powers of substitution for the purposes of Section 10.7 and for the purpose of carrying out any and all acts and executing any and all deeds, proxies or other documents which the Agent may deem useful in order to exercise its rights or which the Grantor neglects or refuses to carry out or execute.

10.9. Liability of Agent

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

10.10. Interpretation

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

10.11. Benefit of Agreement

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

10.12. Notice

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

10.13. Inconsistency

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

10.14. Understanding of Grantor

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

10.15. Governing Law and Jurisdiction


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

INTENTIONALLY LEFT BLANK

- 9 -

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

F.E. Future Holding B.V.

By: 
P.C.G. van Duuren (*signed in Amsterdam, The Netherlands*)

ACCEPTED AND AGREED as of the date first hereinabove mentioned.

BANK OF MONTREAL, as Agent

By: _____

SIGNATURE PAGE OF SHARE PLEDGE AGREEMENT

\\ODMA\PC\DOCS\MTL\01\21345012

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

F.E. Future Holding B.V.

By: _____

ACCEPTED AND AGREED as of the date first hereinabove mentioned.

BANK OF MONTREAL, as Agent

By:  _____

SIGNATURE PAGE OF SHARE PLEDGE AGREEMENT

Deed Roll No. 12/2011-G

Transacted

In Frankfurt am Main on 14 January 2011,

there appeared today before me

the undersigned notary

Dr. Olaf Gerber

with place of office in Frankfurt am Main

1. Dr. Adrian Körner, born December 19, 1976, attorney-at-law, with business address Bingham McCutchen LLP, OpernTurm, Bockenheimer Landstraße 2 - 4 60306 Frankfurt am Main, Germany, personally known,

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, the original of which was present at this notarization and a certified copy of which is attached to this deed, for **Bank of Montreal**, a bank organized under the laws of Canada, with its statutory seat in the city of Toronto, Province of Ontario, Canada, and

2. Dr. Arne Zeidler, born 6 September 1976, attorney-at-law, with business address Bettinastraße 48, 60325 Frankfurt am Main, personally known,

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 12 January 2011, the original of which was present at this notarization and a certified copy of which is attached to this deed, for **F.E. Future Holding B.V.**, a limited liability company organized under the laws of The Netherlands, having its business address at Locatellikade 1, Parnassustrm, 1076 AZ, Amsterdam, the Netherlands.

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 notarisation.

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.