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Dated

19th

May 1997

PASSED FOR FILING

AMPHENOL CORPORATION

- and -

AMPHENOL HOLDING UK, LIMITED

AGREEMENT

for the acquisition of the whole
of the issued share capital of
Amphenol Commercial
& Industrial UK, Limited

ASHURST MORRIS CRISP

Broadwalk House
5 Appold Street
London EC2A 2HA
(Ref: NJA/JDG: 727S00016)

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THIS AGREEMENT is made on 19th May 1997

BETWEEN:-

- (1) **AMPHENOL CORPORATION** of 358 Hall Avenue, Wallingford, Connecticut, CT06492, USA (the *Vendor*); and
- (2) **AMPHENOL HOLDING UK, LIMITED** whose registered office is at Thanet Way, Whitstable, Kent CT5 3JF (the *Purchaser*);

RECITALS

- (A) Amphenol Commercial & Industrial UK, Limited (the *Company*) is a private limited company incorporated in England under the Companies Acts with registered number 3345589.
- (B) The Vendor has agreed to sell the Sale Shares (as defined below) to the Purchaser on the terms and subject to the conditions set out in this agreement.

THE PARTIES AGREE AS FOLLOWS:-

1. INTERPRETATION

- 1.1 The following provisions shall have effect for the interpretation of this agreement.
- 1.2 The following words and expressions shall, unless the context otherwise requires, have the following meanings:-

"**Credit Agreement**" means the Credit Agreement between the Vendor, the Purchaser and the other parties named therein dated on or about the date of this Agreement;

"**Completion**" means the completion of the sale and purchase of the Sale Shares in accordance with clause 5;

"**Completion Date**" means the date of this Agreement or such other date as the parties may agree in writing;

"**Conditions**" means the conditions set out in clause 3 of this agreement;

"**Consideration Shares**" means the 998 ordinary shares of £1 each in the capital of the Purchaser to be allotted and issued pursuant to clause 2.2;

"**Inter-company Loan Agreement**" means the US\$4,000,000 loan agreement in agreed form to be entered into by the Purchaser and the Vendor pursuant to clause 4.4;

"Purchaser's Solicitors" means Ashurst Morris Crisp of Broadwalk House, 5 Appold Street, London EC2A 2HA;

"Sale Shares" means the 1000 ordinary shares of £1 in the capital of the Company in issue at the date of this Agreement;

- 1.3 References to the parties hereto include their respective permitted assignees and/or the respective successors in title to substantially the whole of their respective undertakings
- 1.4 References to persons shall include bodies corporate and unincorporated, associations, partnerships and individuals.
- 1.5 Headings to clauses and, paragraphs are for information only and shall not form part of the operative provisions of this agreement and shall be ignored in construing the same.
- 1.6 References to recitals or clauses are to recitals to and clauses of this agreement. The recitals and schedules form part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the recitals and the schedules.

2. SALE AND PURCHASE

- 2.1 Upon the terms and subject to the conditions of this agreement, the Vendor shall sell and the Purchaser shall purchase the Sale Shares with effect from the commencement of business on the Completion Date free from any mortgage, charge or pledge, lien, security or other third party right or interest (legal or equitable) or restriction, and together with all accrued benefits and rights attaching thereto and all dividends declared.
- 2.2 The consideration for such sale and purchase shall be satisfied by:
 - (a) the payment by the Purchaser to the Vendor of sum of US\$20,500,000 to be satisfied in cash on Completion;
 - (b) the allotment and issue to the Vendor of the Consideration Shares credited as fully paid and ranking pari passu in all respects with the existing issued ordinary shares of £1 each in the capital of the Purchaser; and
 - (c) assumption by the Purchaser of the obligation to pay the further sum of US\$4,000,000 pursuant to the terms of the Inter-company Loan Agreement.

3. CONDITIONS

Completion of the purchase of the Sale Shares is conditional upon the fulfilment of each of the Conditions as follows:-

- (a) all necessary resolutions for the increase of the share capital of the Purchaser and the allotment and issue of the Consideration Shares being passed;

- (b) execution of the Inter-company Loan Agreement by the parties thereto; and
- (c) execution of the Credit Agreement by the parties thereto.

4. COMPLETION

- 4.1 Completion shall take place at the offices of the Purchaser's Solicitors immediately after the execution of this agreement.
- 4.2 On Completion the Vendor shall deliver to or, if the Purchaser shall so require, make available to the Purchaser:-
 - (a) transfers relating to all the Sale Shares duly executed in favour of the Purchaser (or as it may direct); and
 - (b) the share certificates relating to the Sale Shares.
 - (c) the common seals, certificates of incorporation and statutory books, share certificate books, cheque books and all copies of the memorandum and articles of association of the Company;
- 4.3 At Completion, the Vendor shall procure the passing of board resolutions of the Company approving for registration (subject where necessary to due stamping or a successful application for exemption from stamp duty) the transfers in respect of the Sale Shares;
- 4.4 In consideration of compliance by the Vendor with the provisions of clauses 4.2 and 4.3 the Purchaser shall:-
 - (a) provide for the telegraphic transfer to such account as the Vendor may designate of US\$20,500,000 and the notification by the Vendor's bankers of receipt of such sum shall be a good discharge to the Purchaser in respect of the payment of such sum; and
 - (b) convene a meeting of its board of directors at which the directors shall allot the Consideration Shares to the Vendor and the name of the Vendor shall be entered in the register of members of the Purchaser as the holder of the Consideration Shares.

5. EFFECT OF COMPLETION

The terms of this agreement shall insofar as not performed at Completion and subject as specifically otherwise provided in this agreement continue in force after and notwithstanding Completion.

6. WAIVER, AMENDMENT

- 6.1 No waiver of any term, provision or condition of this agreement shall be effective unless such waiver is evidenced in writing and signed by the waiving party.

- 6.2 No omission or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
- 6.3 No variation to this agreement shall be effective unless made in writing and signed by all the parties.

7. FURTHER ASSURANCES

At any time after Completion, the Vendor shall at its own expense execute all such documents and do such acts and things as the Purchaser may reasonably require for the purpose of vesting in the Purchaser the full legal and beneficial title to the Sale Shares and giving to the Purchaser the full benefit of this agreement.

8. NOTICES

- 8.1 Save as specifically otherwise provided in this agreement any notice, demand or other communication to be served under this agreement may be served upon any party hereto only by posting by first class post or delivering the same or sending the same by facsimile transmission to the party to be served at its address above or at such other address or facsimile number as he or it may from time to time notify in writing to the other parties.
- 8.2 A notice or demand served by first class post shall be deemed duly served 48 hours after posting and a notice or demand sent by facsimile transmission shall be deemed to have been served at the time of transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was properly stamped or franked first class, addressed and placed in the post and, in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred to above.

9. COUNTERPARTS

This agreement may be executed in any number of counterparts and by the several parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

10. GOVERNING LAW

- 10.1 This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

10.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

11. INVALIDITY

If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

IN WITNESS whereof this agreement has been executed on the date first above written.


Signed for and on behalf of
AMPHENOL
CORPORATION

)
)
)

By:



Title: EXECUTIVE VICE PRESIDENT LCFD

Signed by 
for and on behalf of
AMPHENOL HOLDING
UK, LIMITED

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)

10.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

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IN WITNESS whereof this agreement has been executed on the date first above written.

Signed for and on behalf of)
AMPHENOL) By: _____
CORPORATION) Title: _____

Signed by *T. S. Saccoccia*
for and on behalf of
AMPHENOL HOLDING
UK, LIMITED

) *T. S. Saccoccia*
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