

PSAM CFD DEED OF IRREVOCABLE UNDERTAKING

To: Avnet, Inc. (“**Avnet**”)
2211 South 47th Street
Phoenix
Arizona, 85034

From: each of the undersigned (the “**Shareholders**” and each a “**Shareholder**”)

27 July 2016

Re: Offer for shares in Premier Farnell plc (the “**Company**”)

Dear Sirs

1. In this Deed unless the context otherwise requires:

“**Acquisition**” means the proposed acquisition by or on behalf of Avnet described in the Rule 2.7 Announcement, and any references to the “**Acquisition**” shall include any revisions, extensions or renewals of such Acquisition;

“**Business Day**” means a day (other than a Saturday, Sunday or public or bank holiday in the UK) when banks are generally open for business in London and New York;

“**CFD Shares**” has the meaning given to it in paragraph 3.1;

“**CFDs**” has the meaning given to it in paragraph 3.1;

“**Code**” means the City Code on Takeovers and Mergers as issued from time to time by or on behalf of the Panel;

“**Court**” means the High Court of Justice in England and Wales;

“**Court Meeting**” means the meeting of the holders of Shares which are in issue as at the Voting Record Time (as described in the Rule 2.7 Announcement) (and any adjournment of such meeting) to be convened pursuant to Chapter 26 of the Companies Act 2006 for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme;

“**Document**” means, as the case may be, a takeover Offer document or a Scheme circular, in relation to the Acquisition;

“**Encumbrance**” means any mortgage, assignment, dealing, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential

arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

“Exempted Transfer” shall mean any of the following transfers of Shares:

- (a) transfer(s) of Shares by testamentary disposition or operation of law, in which case this Deed shall bind the transferee;
- (b) transfer(s) of Shares pursuant to any pledge agreement, subject to the pledgee agreeing in writing to be bound by the terms of this Deed;
- (c) transfer(s) of Shares to companies that are subsidiaries or holding companies of the Shareholder or subsidiaries of any holding company of the Shareholder subject to the transferee agreeing in writing to be bound by the terms of this Deed;
- (d) such transfer(s) of Shares to Avnet (or its nominee) pursuant to the terms of this Deed; and
- (e) such transfer(s) of Shares as Avnet may otherwise permit in its discretion;

“Further CFD Shares” means any further Shares which the Shareholder may become economically interested in through CFDs or other arrangements entered into by it after the date of this Deed;

“General Meeting” or **“GM”** means the general meeting of the registered holders of the Shares (and any adjournment thereof) to be convened in connection with the implementation of the Acquisition by the Scheme, expected to be held as soon as the preceding Court Meeting shall have been concluded or adjourned;

“Offer” means the proposed offer by Avnet to acquire all of the issued and to be issued Shares at the Offer Price as set out in the Rule 2.7 Announcement, subject to satisfaction of the conditions and any other applicable regulatory requirements in order to effect the Acquisition and any reference to the Offer include any extensions of such Offer;

“Offer Price” means the proposed cash price of 185 pence payable for each Share pursuant to the Offer as amended or increased from time to time;

“Panel” means the UK Panel on Takeovers and Mergers;

“Physical Shares” bears the meaning in paragraph 3.4;

“Rule 2.7 Announcement” means the rule 2.7 announcement dated 28 July 2016 and appended to this undertaking;

“Scheme” means a court-approved scheme of arrangement under Part 26 of the Companies Act 2006 in order to effect the Acquisition;

“**Shares**” means the ordinary shares of 5p each in the capital of the Company;

“**subsidiaries**” means subsidiaries as defined in the Companies Act 2006; and

“**Underlying Holder**” means the counterparty to the CFD over the relevant CFD Shares (or Further CFD Shares, as the case may be).

2. This Deed is conditional upon Avnet making the Rule 2.7 Announcement by 29 July 2016. Avnet confirms to the Shareholder that to the extent it has obtained undertakings from other shareholders in the Company in terms similar to this to accept the Offer or vote in favour of the Scheme, the terms of those undertakings are no more favourable to the party giving that undertaking than the terms of this undertaking to the Shareholders (and to the extent that any such undertaking is more favourable to the party giving it those more favourable terms shall be deemed to apply in this Deed).
3. Each Shareholder hereby irrevocably and unconditionally warrants to Avnet in respect of itself on the terms of this Deed, that:
 - 3.1 it holds an economic interest in the number of Shares set out opposite its name in the Schedule hereto through contracts for differences (“**CFDs**”) (such shares being the “**CFD Shares**”), but, the Shareholder is not the legal or beneficial owner of those CFD Shares and it does not have any legally enforceable right or entitlement to sell, or to compel or procure the sale of, the CFD Shares or any interest therein or to exercise, or to compel or procure the exercise of, any rights (including voting rights) attaching to the CFD Shares;
 - 3.2 save for the CFD Shares, it does not own, manage, control or have any interest, directly or indirectly, in any Shares or other securities of the Company or any rights to subscribe for, purchase or otherwise acquire any such Shares or securities either alone or together with others;
 - 3.3 subject to paragraph 4 below, it shall, following the written request of Avnet (which shall not be prior to dispatch of the Document), and in any event no later than 5.00 p.m. (London time) on the day falling 20 days from the date of the Document, request each Underlying Holder in respect of each CFD (subject to the Underlying Holder agreeing in advance to deliver the relevant CFD Shares and relevant Further CFD Shares to the Shareholder) to close out the CFDs (provided that neither party to the CFDs is prevented by its internal trading restrictions from doing so) such that the Shareholder (or its nominee) shall, upon closing out the CFDs, take delivery of the relevant CFD Shares and any relevant Further CFD Shares. For the avoidance of doubt we make no warranty or representation that the counterparty to the CFD holds Shares, or that the CFDs will be capable of termination or that we will be able to obtain legal and beneficial ownership of the CFD Shares or any Further CFD Shares;
 - 3.4 should we take delivery of CFD Shares or Further CFD Shares and become the beneficial owner thereof (“**Physical Shares**”) we will by no later than 5.00 p.m.

(London time) on the 20th day from the date of the Document procure that the proxy form in respect of the Court Meeting and General Meeting is returned duly completed, indicating the proxy should vote in favour of the resolutions being proposed at the Court Meeting and General Meeting, and is not revoked, and to procure the voting rights in respect of the Physical Shares are exercised in favour of the resolutions to be proposed at the Court Meeting and General Meeting;

3.5 should Avnet, with the consent of the Panel, elect to implement the Acquisition by way of a contractual offer, it will accept (or procure the acceptance of) the Offer in accordance with its terms in respect of all the Physical Shares not later than 5.00 p.m. (London time) on the 20th day after the despatch of the Document;

3.6 save as set out in paragraph 4 below, it shall not:

- (a) except by way of an Exempted Transfer or as set out in this Deed or except pursuant to the Acquisition, sell, transfer, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or the creation or grant of any other Encumbrance over all or any Physical Shares and, so far as the Shareholder is able, the CFD Shares and the Further CFD Shares or any interest in all or any thereof;
- (b) directly or indirectly solicit, accept or agree to accept any other offer in respect of all or any Physical Shares, or, so far as the Shareholder is able, the CFD Shares and the Further CFD Shares (whether conditional or unconditional) by whatever means the same is to be implemented;
- (c) withdraw the acceptances referred to in paragraph 3.5 above in respect of any of the Physical Shares, or, so far as the Shareholder is able, the CFD Shares or Further CFD Shares unless entitled to withdraw such acceptances under the Code;
- (d) enter into any deed, agreement, arrangement or incur an obligation or give any indication of intent (whether conditional or unconditional and whether or not legally binding):
 - (i) to do all or any of the acts referred to in this paragraph 3.6; or
 - (ii) which, in relation to any Physical Shares, the CFD Shares or the Further CFD Shares, would or might restrict or impede the Shareholder accepting or procuring the acceptance of the Offer or voting in favour of the Scheme;

3.7 it has and will continue to have all relevant authority and power to enter into, and to perform all obligations under this Deed;

3.8 where the Physical Shares are registered in the name of a nominee of the Shareholder, it shall direct and procure the nominee to act as if the nominee were bound by the terms of this Deed and shall do all acts necessary to carry the terms

hereof into effect as if the Shareholder had been the registered holder of the Physical Shares; and

- 3.9 it will notify Avnet immediately upon becoming aware of any breach of the foregoing warranties.

The warranties and undertakings contained in this paragraph 3 shall not be extinguished or affected by completion of the sale and purchase of the Physical Shares, the CFD Shares and/or the Further CFD Shares.

4. The obligations set out in paragraph 3 above shall cease and lapse in the event of (a) the Scheme or Offer being withdrawn or lapsing or otherwise ceasing to be capable of becoming effective or (b) Avnet announcing publicly the withdrawal of the Offer or Scheme or (c) the Rule 2.7 Announcement not being made by 29 July 2016 or the Document not being posted to Shareholders by the date falling 28 days after the making of the Rule 2.7 Announcement or (d) if a third party announces in accordance with Rule 2.7 of the Code a firm intention to make an offer or a revised offer for the Company at an Offer Price per Share higher than the price per Share set out in the Rule 2.7 Announcement and Avnet has not within 21 days of the date of the announcement of such competing offer announced a revision to the Acquisition the terms of which provide a price per share equal to or greater than that offered under such competing offer.
5. Each Shareholder recognises and acknowledges that if it should fail to comply with the obligations contained herein or should otherwise be in breach of any of any obligations under this Deed, damages may not be an adequate remedy and that Avnet should accordingly be entitled to seek equitable relief, including an injunction or order for specific performance for such failure or breach.
6. Each Shareholder consents to the issue of the Rule 2.7 Announcement and the Document incorporating references to it and to this Deed in the term and context in which they appear in the Rule 2.7 Announcement, and to this Deed being made available for inspection.
7. Each Shareholder will provide Avnet with all assistance and further information in relation to its interest in the Physical Shares, the CFD Shares and/or the Further CFD Shares as Avnet may reasonably require in order to comply with the requirements of the Panel and any other legal or regulatory requirements for inclusion in the Documents or any other document required in connection with the Acquisition by the Code.
8. Each Shareholder shall notify Avnet promptly in writing of any changes in such details and shall, on request, provide Avnet with all reasonable assistance in compiling and confirming the details of its interests and dealings in securities of the Company (to the extent required, pursuant to the Code, to be disclosed in the Document). Each Shareholder shall also promptly supply, or procure the supply to Avnet of details (dates, prices and numbers) of its dealings in Shares in the twelve (12) month period prior to 25 July 2016. The Shareholder confirms that it does not hold any interest in securities in Avnet. The Shareholder consents to this Deed being disclosed to the Panel.
9. Each Shareholder hereby accepts and acknowledges that:

- (a) it has not entered into this Deed relying on any statement or representation, whether or not made by Avnet or the Adviser (or any of its directors, officers, employees or agents) or any other person and that nothing in this Deed obliges Avnet to announce or make the Acquisition or issue the Rule 2.7 Announcement;
 - (b) Merrill Lynch International (the “**Adviser**”) is acting on behalf of Avnet and as such the Shareholder is not a client of the Adviser. The Shareholder has taken independent financial and legal advice in agreeing to execute this Deed and recognises that, as it is not a client of the Adviser, neither the Adviser nor Avnet has any responsibility to it to ensure that this Deed is suitable for execution by or on behalf of the Shareholder or otherwise;
 - (c) any time, date or period mentioned in this Deed may be extended by agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
 - (d) the invalidity, illegality or enforceability of a provision of this Deed shall not affect or impair the continuance in force of the remainder of this Deed;
 - (e) Avnet may assign all rights and obligations under this Deed to any other company under the same ultimate ownership as Avnet;
 - (f) the Shareholder will keep confidential the possibility, terms and conditions of the Acquisition and the existence and terms of this Deed until, in each case, the issue of the Rule 2.7 Announcement;
 - (g) no person who is not a party to this Deed shall have any right to enforce its terms; and
 - (h) this Deed (and any related non-contractual obligations relating thereto) will be governed by and construed in accordance with English law and that the High Court in London is to have exclusive jurisdiction for all purposes in connection herewith.
10. The provisions of this undertaking relating to CFD Shares or Further CFD Shares shall cease to be operative if the Shareholder, acting in good faith, gives written notice to Avnet that terminating or unwinding the relevant CFD would have material adverse financial consequences for the Shareholder (but excluding for this purpose liability to pay stamp duty).

SCHEDULE
CFD HOLDINGS

Interests in CFD Shares at the date hereof

(1) Shareholder (Party with economic interest in CFD Shares)	(2) Number of CFD Shares
DBX Risk Arbitrage 5 Fund	159,767.00
HFR ED Global Master Trust Ltd.	158,374.00
Lyxor / PSAM WorldArb Fund Ltd.	382,228.00
MS PSAM Global Event UCITS Fund Ltd.	3,323,359.00
PSAM Merger Master Fund Ltd.	463,835.00
PSAM WorldArb Master Fund Ltd.	3,887,437.00

IN WITNESS WHEREOF this deed has been executed and delivered on the date set out above

Executed by P. Schoenfeld Asset Management LP, in its capacity as investment adviser of certain funds listed on the Schedule hereto (Shareholder)

[Redacted] (Partner)

acting by a partner in the presence of:

Witness's signature

Name (print): CARMEN R MENDEZ

Occupation: HR Administrator

Address: 1350 Ave. of Americas
New York, NY 10019

7/27/2016

State of New York
County of New York

CARMEN R. MENDEZ
Notary Public - State of New York
No. 01ME6175953
Qualified in New York County
My Commission Expires October 22, 2019

Appendix

Rule 2.7 Announcement

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