

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

PART TWO OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT AND DETAILS OF A PROPOSED ACQUISITION WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE LISTING ON THE OFFICIAL LIST AND OF ADMISSION TO TRADING OF PREMIER FARNELL SHARES ON THE LONDON STOCK EXCHANGE'S MAIN MARKET FOR LISTED SECURITIES.

If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you have sold or otherwise transferred all of your Premier Farnell Shares, please send this document (but not any personalised accompanying documents) and any reply-paid envelope at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction. If you have sold or otherwise transferred part only of your holding of Premier Farnell Shares, please retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise been transferred Premier Farnell Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact Computershare Investor Services on the telephone numbers set out below to obtain personalised Forms of Proxy.

The distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document is not a prospectus.

Recommended cash acquisition of
Premier Farnell plc
by
Avnet Bidco Limited
an indirect wholly-owned subsidiary of
Avnet, Inc.
to be effected by means of a scheme of arrangement of
Premier Farnell plc under Part 26 of the Companies Act 2006

This document, together with the accompanying Forms of Proxy, should be read as a whole. Your attention is drawn to the letter from the Chairman of Premier Farnell in Part One of this document, which contains the unanimous recommendation of the Premier Farnell Directors that you vote in favour of the Scheme at the Court Meeting and the special resolution to be proposed at the General Meeting. A letter from Lazard explaining the Scheme appears in Part Two of this document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Court Meeting and the General Meeting of Premier Farnell, each of which will be held at Allen & Overy LLP, One Bishops Square, London E1 6AD on 12 September 2016, are set out on pages 65 to 73 of this document. The Court Meeting will start at 11.00 a.m. on that date and the General Meeting at 11.15 a.m. or as soon thereafter as the Court Meeting is concluded or adjourned.

Action to be taken by Premier Farnell Shareholders is set out on pages 23 to 24 of this document. Premier Farnell Shareholders are asked to complete and return the enclosed blue and yellow Forms of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received

by Premier Farnell's registrars, Computershare Investor Services, not later than 48 hours before the relevant meeting, excluding any part of a day that is not a business day. Premier Farnell Shareholders who hold Premier Farnell Shares in CREST may also appoint a proxy through the CREST electronic proxy appointment service by following the instructions set out on pages 23 to 24 of this document. If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to Premier Farnell's registrar, Computershare Investor Services, on behalf of the Chairman of the Court Meeting before the start of the Court Meeting. However, in the case of the General Meeting, if the yellow Form of Proxy is not lodged by the relevant time, it will be invalid.

If you have any questions about this document, the Court Meeting or the General Meeting, or how to complete the Forms of Proxy, please call Computershare Investor Services on 0370 707 1648 (calls to this number from the UK will be charged at the standard national rate plus network extras) or on +44 (0) 370 707 1648 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). Computershare Investor Services is open between 8.30 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare Investor Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Lazard & Co., Limited, which is authorised and regulated in the UK by the FCA, is acting exclusively for Premier Farnell and no one else in connection with the Offer and shall not be responsible to anyone other than Premier Farnell for providing the protections afforded to clients of Lazard nor for providing advice in connection with the Offer or any other matters referred to in this document. Neither Lazard nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with this document, any statement contained in this document or otherwise.

Merrill Lynch International, which is authorised by the PRA and regulated by the FCA in the UK, is acting as financial adviser to Bidco and Avnet and no one else in connection with the Offer. In connection with such matters, Merrill Lynch International, its affiliates, and its or their respective directors, officers, employees and agents will not regard any other person as their client, nor will they be responsible to any other person for providing the protections afforded to their clients or for providing advice in relation to the contents of this document or any other matters referred to in this document.

Barclays Bank PLC, acting through its Investment Bank (**Barclays**), which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting exclusively for Premier Farnell and no one else in connection with the Offer and will not be responsible to anyone other than Premier Farnell for providing the protections afforded to clients of Barclays nor for providing advice in relation to the Offer or any other matter referred to in this document.

Jefferies International Limited (**Jefferies**), which is authorised and regulated in the UK by the FCA, is acting as Broker to Premier Farnell and no one else in connection with the Offer and will not be responsible to anyone other than Premier Farnell for providing the protections afforded to clients of Jefferies nor for providing advice in relation to the Offer or any other matters referred to in this document. Neither Jefferies nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Jefferies in connection with this document, any statement contained in this document or otherwise.

IMPORTANT NOTICE

The distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction. Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document has been prepared for the purposes of complying with English law, the Code and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside England and Wales.

The Acquisition relates to the shares of an English company and is being effected by means of a scheme of arrangement under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the proxy solicitation or tender offer rules under the US Securities Exchange Act of 1934 (the **US Exchange Act**). Accordingly, the Acquisition is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure requirements, style and format of US proxy solicitation or tender offer rules. However, Bidco reserves the right, subject to the prior consent of the Panel and in accordance with the Bid Conduct Agreement, to elect to implement the Acquisition by means of a takeover offer for the entire issued and to be issued share capital of Premier Farnell, as an alternative to the Scheme. If Bidco were to elect to implement the Acquisition by means of a takeover offer, it shall be made in compliance with all applicable laws and regulations. If such a takeover offer is required to be made in the United States, it will be done in compliance with the applicable tender offer rules under the US Exchange Act, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. In addition to any such takeover offer, Bidco, certain affiliated companies or their nominees or brokers (acting as agents) may, in accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, make certain purchases of, or arrangements to purchase, Premier Farnell Shares other than pursuant to the Offer, until the date on which the Offer and/or the Scheme becomes effective, lapses or is withdrawn. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the US Exchange Act. Such purchases or arrangements to purchase may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory News Service of the London Stock Exchange and will be available on the London Stock Exchange website at <http://www.londonstockexchange.com/prices-and-news/prices-news/home.htm>.

The information contained in this document has neither been approved nor disapproved by the US Securities and Exchange Commission (the **SEC**) or any US state securities commission. Neither the SEC, nor any state securities commission, has passed upon the fairness or merits of the proposal described in, nor upon the accuracy or adequacy of the information contained in, this document. Any representation to the contrary is a criminal offence in the United States.

The financial information included or incorporated by reference into this document, except for the Avnet information incorporated by reference on page 37, has been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to the financial statements of US companies. US generally accepted accounting principles differ in certain respects from IFRS used in the United Kingdom. None of the financial information in this document has been audited in accordance with auditing standards generally accepted in the United States or the auditing standards of the Public Accounting Oversight Board (United States).

The receipt of cash pursuant to the Acquisition by a US Shareholder as consideration in accordance with the terms of the Acquisition will be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Premier Farnell Shareholder is urged to consult his independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to him or her.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set forth in this document since such date. Nothing in this document

shall be deemed to be a forecast, projection or estimate of the future financial performance of Premier Farnell, the Premier Farnell Group, Avnet or the Avnet Group except where otherwise stated.

Forward-looking statements

This document contains statements about Avnet and Premier Farnell that are or may be forward-looking statements. All statements other than statements of historical fact included in this document may be forward-looking statements. Without limitation, any statements preceded or followed by or that include the words “targets”, “plans”, “believes”, “expects”, “should”, “could”, “would”, “continue”, “aims”, “intends”, “will”, “may”, “anticipates”, “estimates”, “projects” or words or terms of similar substance or the negative of such words or terms, are forward-looking statements. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Avnet’s or Premier Farnell’s operations and potential synergies resulting from the Offer; and (iii) the effects of government regulation on Avnet’s or Premier Farnell’s business.

Such forward-looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any forward-looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date of this document. Premier Farnell and Avnet disclaim any obligation to update any forward-looking or other statements contained in this document, except as required by applicable law.

No profit forecasts or estimates

No statement in this document is intended as a profit forecast or estimate for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for Avnet or Premier Farnell, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Avnet or Premier Farnell, as appropriate.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror before the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3. Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0) 207 638 0129.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Publication on website and availability of hard copies

A copy of this document will be made available subject to certain restrictions relating to persons resident in Restricted Jurisdictions on Premier Farnell's website at <http://www.premierfarnell.com/content/offer-premier-farnell> and Avnet's website at <http://ir.avnet.com/disclaimer.cfm> by no later than 12.00 noon (London time) on 22 August 2016. For the avoidance of doubt, the contents of this website are not incorporated into and do not form part of this document.

You may request a hard copy of this document by contacting Computershare Investor Services on 0370 707 1648 (calls to this number from the UK will be charged at the standard national rate plus network extras) or on +44 (0) 370 707 1648 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). Computershare Investor Services is open between 8.30 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer should be in hard copy form.

Electronic communications

Please be aware that addresses, electronic addresses and certain information provided by Premier Farnell Shareholders, persons with information rights and other relevant persons for the receipt of communications from Premier Farnell may be provided to Bidco during the Offer Period as requested under Section 4 of Appendix 4 of the Code to comply with Rule 2.12(c) of the Code.

This document is dated 19 August 2016.

TO VOTE ON THE ACQUISITION

This page should be read in conjunction with the rest of this document, and in particular, the section headed "ACTIONS TO BE TAKEN" set out on pages 23 to 24 of this document and the notices of the Court Meeting and the General Meeting at the end of this document.

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR APPOINT A PROXY THROUGH THE CREST ELECTRONIC PROXY APPOINTMENT SERVICE (AS APPROPRIATE) AS SOON AS POSSIBLE.

Whether or not you plan to attend the Meetings, you should:

1. complete, sign and return the blue Form of Proxy for use at the Court Meeting, or alternatively, if you hold your Premier Farnell Shares in CREST, appoint a proxy through the CREST electronic proxy appointment service, so as to be received no later than 11.00 a.m. on 8 September 2016; and
2. complete, sign and return the yellow Form of Proxy for use at the General Meeting, or alternatively, if you hold your Premier Farnell Shares in CREST, appoint a proxy through the CREST electronic proxy appointment service, so as to be received no later than 11.15 a.m. on 8 September 2016.

If the blue Form of Proxy for the Court Meeting is not returned by the above time, it may be handed to Computershare Investor Services on behalf of the Chairman of the Court Meeting before the start of the Court Meeting. However, in the case of the General Meeting, if the yellow Form of Proxy is not returned so as to be received by the time mentioned above and in accordance with the instructions on the Form of Proxy it will be invalid.

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed (a) service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions as described in the CREST Manual (available via www.euroclear.com). The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by Premier Farnell's registrar, Computershare Investor Services (participant ID 3RA50) not later than 11.00 a.m. on 8 September 2016 in the case of the Court Meeting and not later than 11.15 a.m. on 8 September 2016 in the case of the General Meeting (or, in the case of an adjourned meeting, not less than 48 hours before the time and date set for the adjourned meeting, excluding any part of a day that is not a business day). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which Computershare Investor Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsors or voting service provider(s), should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed (a) voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsors or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Premier Farnell may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Regulations.

If you wish to appoint more than one proxy in respect of your shareholding, please contact Computershare Investor Services on the number provided below to obtain (an) additional proxy form(s). Alternatively, you

may photocopy the enclosed proxy form or, if you are a CREST member, please follow the procedures set out in the CREST manual.

The completion and return of Forms of Proxy or the submission of a proxy via the CREST electronic proxy appointment service will not prevent you from attending and voting at the Court Meeting and/or General Meeting, or any adjournments of such Meetings, in person should you wish to do so and are entitled to do so.

Shareholder helpline

If you have *any questions about this document*, the Court Meeting or the General Meeting or how to complete the Forms of Proxy or to appoint a proxy through the CREST electronic proxy appointment service, *please call* Computershare Investor Services on 0370 707 1648 (calls to this number from the UK will be charged at the standard national rate plus network extras) or on +44 (0) 370 707 1648 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). Computershare Investor Services is open between 8.30 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare Investor Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable sets out expected dates for the implementation of the Scheme.

<u>Event</u>	<u>Time and/or date</u>
Latest time for lodging Forms of Proxy for the:	
Court Meeting (blue form)	11.00 a.m. on 8 September 2016 ⁽¹⁾
General Meeting (yellow form)	11.15 a.m. on 8 September 2016 ⁽²⁾
Voting Record Time for the Court Meeting and the General Meeting	6.00 p.m. on 8 September 2016 ⁽³⁾
Court Meeting	11.00 a.m. on 12 September 2016
General Meeting	11.15 a.m. on 12 September 2016 ⁽⁴⁾
The following dates are indicative only and are subject to change⁽⁵⁾	
Court Hearing	7 November 2016
Last day of dealings in Premier Farnell Shares	8 November 2016
Dealings in Premier Farnell Shares suspended in London	5.00 p.m. on 8 November 2016
Scheme Record Time	6.00 p.m. on 8 November 2016
Effective Date of the Scheme	9 November – 15 November 2016 (D)
Delisting of Premier Farnell Shares	By 8.00 a.m. on D+1
Despatch of cheques and crediting of CREST for Cash Consideration due under the Scheme	By D+14
Long Stop Date	30 April 2017 ⁽⁶⁾

Notes:

- (1) It is requested that blue Forms of Proxy for the Court Meeting be lodged not later than 48 hours before the time appointed for the Court Meeting, excluding any part of a day that is not a business day. Blue Forms of Proxy not so lodged may be handed to Computershare Investor Services on behalf of the Chairman of the Court Meeting before the start of the Court Meeting.
- (2) Yellow Forms of Proxy for the General Meeting must be lodged not later than 48 hours before the time appointed for the General Meeting, excluding any part of a day that is not a business day.
- (3) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned meeting will be 6.00 p.m. on the day which is two days before the date of the adjourned meeting, excluding any part of a day that is not a business day.
- (4) Or as soon as the Court Meeting shall have concluded or been adjourned.
- (5) These dates are indicative only and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) the Court sanctions the Scheme; and (iii) the Court Order is delivered to the Registrar of Companies.
- (6) This is the latest date by which the Scheme may become effective unless Avnet and Premier Farnell agree (and the Panel and, if required, the Court permit) a later date.

All references in this document to times are to London time unless otherwise stated. The dates and times given are indicative only and are based on Premier Farnell's current expectations and may be subject to change (including as a result of changes to the regulatory timetable). If any of the expected times and/or dates above change, the revised times and/or dates will be notified to Premier Farnell Shareholders by announcement through a Regulatory Information Service.

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PART ONE

LETTER FROM THE CHAIRMAN OF PREMIER FARNELL

Directors:

Val Gooding (Non-Executive Chairman)
Jos Opdeweegh (Chief Executive Officer)
Paul Withers (Non-Executive Director)
Thomas Reddin (Non-Executive Director)
Peter Ventress (Non-Executive Director)
Gary Hughes (Non-Executive Director)
Geraint Anderson (Non-Executive Director)

Registered office:

Farnell House
Forge Lane
Leeds
LS12 2NE

Incorporated in England and Wales
with registered number 876412

19 August 2016

To the holders of Premier Farnell Shares and, for information only, to holders of options or awards under the Premier Farnell Share Plans

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF PREMIER FARNELL BY BIDCO

1. Introduction

On 28 July 2016 the boards of Premier Farnell and Avnet announced that they had agreed the terms of a recommended cash offer pursuant to which Avnet, through its indirect wholly-owned subsidiary Bidco, will acquire the entire issued and to be issued ordinary share capital of Premier Farnell.

I am writing to you today to set out the background to the Acquisition and the reasons why the Premier Farnell Directors consider the financial terms of the Acquisition to be fair and reasonable and are unanimously recommending that you vote in favour of the Acquisition. I draw your attention to the letter from Lazard set out in Part Two of this document which gives details about the Acquisition and to the additional information set out in Part Seven of this document.

In order to approve the terms of the Acquisition, Scheme Shareholders will need to vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting, to be held on 12 September 2016 at Allen & Overy LLP, One Bishops Square, London E1 6AD. Details of the actions you are asked to take are set out in paragraph 9 of Part Two of this document. The recommendation of the Premier Farnell Directors is set out in paragraph 16 of this letter.

2. Summary of the terms of the Acquisition

The Acquisition will be implemented by way of a scheme of arrangement between Premier Farnell and Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Acquisition, which will be subject to the terms and conditions set out in Part Three of this document, Scheme Shareholders will receive:

for each Premier Farnell Share

185 pence in cash

The terms of the Acquisition value the entire existing issued and to be issued ordinary share capital of Premier Farnell at £691 million and the price represents a premium of approximately 69.3 per cent. to the Closing Price per Premier Farnell Share of 109.25 pence on 13 June 2016, being the last Business Day before the date upon which Datwyler announced a firm intention to make its offer.

The Cash Consideration implies an enterprise value¹ of £868 million.

¹ Based on Premier Farnell's total net debt of £243.3 million, net cash proceeds arising from the sale of Akron Brass of £124.8 million and a pension deficit of £58.2 million as set out in Premier Farnell's most recent consolidated audited balance sheet dated 31 January 2016 and Premier Farnell's Class 1 circular pursuant to the sale of Akron Brass dated 29 February 2016.

3. Background to and reasons for the Acquisition

Avnet believes the combination of Avnet and Premier Farnell represents a strong strategic fit and is highly attractive. Both companies share very similar strategic values and are highly complementary in terms of product range, distribution channels and geographic footprint.

Due to the changing preferences of Avnet's design engineering customers to do technical research online, and increased pressure on distributors as upstream consolidation of component suppliers accelerates, Avnet believes having deep digital technical content and ability to service customers earlier in the design process will be increasingly important. A combination with Premier Farnell would dramatically accelerate Avnet's digital capabilities, affording it pure play offerings in both the broad-line and high value space. Avnet also believes there are significant synergies between its business and that of Premier Farnell that can accelerate the growth of the Combined Group.

The Acquisition would create a leading high-service global electronic components distributor and the combined platform will enable the Combined Group to realise additional economies of scale.

The enhanced offerings brought about by a combination of the two businesses is expected to generate revenue synergies from cross-selling and line-fill effects, as well as utilizing the strength of the Combined Group's procurement position.

The Acquisition is expected to be earnings per share accretive immediately from completion, even before considering further positive effects from any synergies realised. In addition, the Combined Group is expected to have a conservative capital structure.

4. Background to and reasons for the Premier Farnell Board recommendation

On 14 June 2016, it was announced that the Directors of Datwyler Holding AG ("**Datwyler**") and Premier Farnell had reached agreement on the terms of a recommended acquisition by Datwyler Technical Components UK Limited, a wholly-owned subsidiary of Datwyler, of the entire issued and to be issued share capital of Premier Farnell for 165 pence in cash per Premier Farnell Share (the "**Datwyler Offer**"). The Datwyler Scheme Document was posted to Premier Farnell Shareholders on 5 July 2016.

After the announcement of the Datwyler Offer, Premier Farnell was approached by Avnet regarding a possible competing offer. In accordance with the requirements of the Code, the Premier Farnell Directors granted Avnet access to certain due diligence information.

The Premier Farnell Directors consider Avnet to be a strong counterparty and believe that the proposed combination possesses a highly compelling strategic rationale underpinned by complementarity in terms of product range, distribution channels and geographic exposure. The Acquisition is expected by the Premier Farnell Directors to enable Premier Farnell to extend the reach of its attractive customer proposition and strong early stage design offering and, combined with Avnet's strength in the high-volume market, the Combined Group would be a global leading high-service electronics distributor. The Acquisition is also expected by Avnet to lead to the realisation of scale and efficiency gains.

The Premier Farnell Directors believe that Premier Farnell's customers will benefit from an enhanced breadth and depth of products and greater support through their design to production processes from the combination with Avnet, whilst continuing to benefit from the existing service proposition.

In evaluating the Avnet offer, the Premier Farnell Directors have also considered valuation, transaction timing and execution risk. The Cash Consideration of 185 pence per Premier Farnell Share under the Avnet offer represents a significant premium both to the price per Premier Farnell Share offered by Datwyler in the Datwyler Offer (12.1 per cent.), and to the Closing Price per Premier Farnell Share on the last business day before the Datwyler Offer was announced (69.3 per cent.).

The Premier Farnell Directors therefore believe that the Cash Consideration represents substantial cash value for Premier Farnell Shareholders.

5. Undertakings

Avnet has received undertakings to vote in favour of the Resolutions relating to the Scheme at the Meetings (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) from M&G and Premier Fund Managers in respect of aggregate holdings of 37,317,940 Premier Farnell Shares, representing approximately 10.0 per cent. of the

ordinary share capital of Premier Farnell in issue at close of business on the Latest Practicable Date, as set out below.

Avnet has received further undertakings from Pine River, Sand Grove and P Schoenfeld Asset Management who have entered into contracts for difference in relation to Premier Farnell Shares to direct, to the extent the provider of the undertaking is able under the relevant contracts for difference, that the underlying holder of the Premier Farnell Shares either votes in favour of the Resolutions (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept such Takeover Offer) or closes out the relevant contracts for difference to enable the provider of the undertaking so to vote, in respect of, in aggregate, 28,242,000 Premier Farnell Shares, representing approximately 7.6 per cent. of the share capital of Premier Farnell in issue as at close of business on the Latest Practicable Date, as described further below.

Avnet has therefore received undertakings representing 17.6 per cent. of the ordinary share capital of Premier Farnell in issue at close of business on the Latest Practicable Date.

Further details of these undertakings (including the circumstances in which they fall away) are set out in Part Seven at paragraph 9.

6. Information on Premier Farnell

Premier Farnell is a global leader in the distribution of technology products and solutions for electronic system design, production, maintenance and repair. Premier Farnell supports millions of engineers and purchasing professionals globally by distributing a comprehensive range of products and providing services and solutions throughout Europe, North America and Asia Pacific. The Premier Farnell Group stocks in excess of 650,000 products, represents over 3,000 manufacturer brands and, through its direct presence in 38 countries, trades in over 100 countries.

Premier Farnell comprises two main businesses: (i) element14 (which trades as Farnell element14 in Europe, Newark element14 in North America and element14 across Asia Pacific) distributes electronic components and related products; and (ii) CPC/MCM supplies mainly finished electrical products to customers in the UK and North America.

Premier Farnell employs approximately 3,600 people, and is headquartered in Leeds, United Kingdom.

In March 2016, Premier Farnell completed the sale of Akron Brass for an enterprise valuation of approximately US\$224.2 million, representing 8.8x FY15 EBITDA. Premier Farnell reported revenues from continuing operations of £903.9 million for the financial year ended 31 January 2016.

On 27 June 2016, Premier Farnell announced that it had completed the sale of Cadsoft and the assets used in connection with the sale of Cadsoft products in the US to Autodesk Inc.

7. Information on Avnet and Bidco

Avnet distributes electronic components, enterprise computer and storage products, IT solutions and services and embedded subsystems in the Americas, Europe, the Middle East, Africa, and the Asia/Pacific. It operates through two segments, Electronics Marketing (“EM”) and Technology Solutions (“TS”).

The EM segment markets and sells semiconductors, interconnect, passive, and electromechanical devices, and embedded products for the electronic component manufacturers, as well as offering an array of value-added services that enable customers to evaluate, design-in, and procure electronic components throughout the lifecycle of their technology products and systems. This segment offers its products and services to various customer bases serving automotive, communications, computer hardware and peripherals, industrial and manufacturing, medical equipment, and defense and aerospace end-markets.

The TS segment distributes enterprise computing servers and systems, software, storage, services, and complex solutions; and provides hard disk drives, microprocessors, motherboards, and DRAM module technologies to manufacturers of general-purpose computers and system builders. It also works with business partners to create and deliver data center and IT lifecycle solutions that solve the business challenges of end-user customers, as well as offering education, tools, resources, skill, and support solutions.

Avnet was founded in 1921 and is headquartered in Phoenix, Arizona. In its fiscal year ended 27 June 2016, Avnet reported consolidated sales of approximately \$26.2 billion. As of 17 August 2016, Avnet’s market capitalisation was approximately \$5.22 billion. Avnet will acquire the Premier Farnell Shares through

Bidco, an indirect wholly-owned subsidiary of Avnet. Bidco is a private limited company incorporated in England and Wales, being Premier Farnell's current place of incorporation. Bidco was formed solely for the purpose of effecting the Acquisition. Bidco has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition.

8. Premier Farnell trading update

On 14 June 2016, Premier Farnell provided an update to the market on its Q1 2016/17 trading performance (the **Trading Update**).

The following has been extracted without material adjustment from the Trading Update. The trading performance of the Premier Farnell Group (excluding Akron Brass) for the period of 1 February 2016 to 1 May 2016 was described as follows:

“Revenue Q1 2016/17: £247.2 million (Q1 2015/16: £240.5 million), reflecting operational trends [above] and foreign exchange effects.

element14 sales per day (SPD) year on year growth of 1.5% in Europe, with UK SPD decline of 7.2% and Continental Europe SPD growth of 4.8% year on year.

Americas SPD decline of 9.0% year on year excluding Brazil (operations discontinued in 2015), with SPD decline of 9.9% year on year including Brazil, reflecting a weakening in US manufacturing conditions and competitive pressures.

Strong growth in Asia Pacific, with 25.7% SPD growth year on year, due to strong SPD growth in China of 24.9% year on year and India of 26.4% year on year.

CPC/MCM SPD declined 4.5% year on year, due in part to actions taken in Q1 2016/17 by competitors in the UK.”

9. Intentions with regards to the business, management and employees of Premier Farnell and the Combined Group

Avnet believes the combination of Avnet and Premier Farnell represents a strong strategic fit and is highly attractive. Following completion of the Acquisition, Avnet intends to align the Premier Farnell Group's business with its Electronics Components division, and work with the management and employees of the Premier Farnell Group to grow the business with a view to achieving the benefits outlined in paragraph 3 above.

Both the Avnet and the Premier Farnell management teams are committed to a seamless transition of ownership with the minimum level of disruption. However, as is normally the case, Avnet has, to date, been provided with only limited access to information relating to the Premier Farnell Group, its employees, management, businesses and operations. Accordingly, Avnet's assessment of potential synergy opportunities for the Combined Group is based on its own knowledge, industry information and publicly available data. Following completion of the Acquisition, Avnet intends to carry out a detailed strategic review of the Premier Farnell Group's employees, management, businesses and operations to determine how best to realise the advantages of the Premier Farnell Group's strategic position and growth opportunities, and to formulate an effective integration plan. It is expected that this detailed review will be carried out quickly after completion of the Acquisition.

Whilst this detailed strategic review has not yet been developed, Avnet expects it will examine in detail the ways in which its Electronics Components division and Premier Farnell Group's business can extend and complement one another, to create a value proposition that is stronger than the combined sum of the Avnet and Premier Farnell Group businesses as they stand today. Avnet also expects that the strategic review will assess the footprint of the Combined Group which will likely lead to the rationalisation of certain facilities and employees. Whilst Avnet has not determined any specific plans in this regard, it is likely that it will assess all aspects of the Premier Farnell Group in order to fully inform the Avnet Board as it reviews strategic options for, and assesses profitability in, each region in which the Combined Group operates. At this stage, no decisions have been taken in relation to specific employees, management, facilities, businesses and operations.

On the basis of its preliminary analysis, Avnet currently believes that there may be potential to generate cost savings for the Combined Group in areas where there may be an overlap of functions or duplication of facilities (which will likely result in rationalisation of certain facilities and employees). Cost savings are

initially expected to be generated through consolidation of corporate functions, including cost reductions associated with the Premier Farnell Group's public company activities. Avnet is also likely to contemplate office consolidation, where practical, in certain locations which may result in changes to the Combined Group's places of business, but Avnet currently has no specific plans in such regard.

As stated in the Announcement, Avnet attaches great importance to the track record, skills and experience of the existing management and employees of Premier Farnell. The Acquisition will augment the service capabilities of the Combined Group and Avnet anticipates that the increased scale and scope of the Combined Group will offer additional career opportunities to Premier Farnell and Avnet employees. Avnet does not have any intention to modify the existing contractual and statutory employment rights, including in relation to pensions, of existing Premier Farnell Group employees following completion of the Acquisition.

Avnet considers that Premier Farnell's management team is a key part of the attractiveness of the Acquisition. Avnet intends to enter into discussions with the management of Premier Farnell, following completion of the Acquisition, regarding their potential continuing involvement in the Combined Group. There are no current agreements or arrangements between Avnet and the management of Premier Farnell.

Avnet notes that, independent of the Acquisition, the Premier Farnell Group has previously announced efficiency improvement initiatives to enhance its customer proposition and competitiveness (and post completion of the Acquisition, Avnet will consider whether or not to pursue any of the initiatives that have not been completed at such time as a component of its review). Avnet emphasises that no integration plan has been designed nor decisions taken regarding which, if any, steps may be taken.

Except as otherwise disclosed in this document, Avnet has no current intention of redeploying the fixed assets of the Combined Group.

Avnet intends to de-list the Premier Farnell Shares following completion of the Acquisition, so they will cease to be traded on the London Stock Exchange and existing trading facilities will therefore not be maintained.

10. Pensions

Premier Farnell participates in a number of pension schemes, including the Premier Farnell UK Pension Scheme. Avnet intends that, following completion of the Acquisition, Premier Farnell will comply with its current obligations in relation to all its pension schemes. Avnet envisages that current contributions to fund the Premier Farnell UK Pension Scheme as set out in the current Schedule of Contributions dated 27 June 2016 will continue to be paid following completion of the Acquisition.

A Memorandum of Understanding dated 25 July 2016, between Avnet and the Trustee of the Premier Farnell UK Pensions Scheme, sets out the understanding of Avnet and the Trustee as to the funding and operation of the Premier Farnell UK Pension Scheme following completion of the Acquisition. Other than for certain confidentiality provisions, the Memorandum of Understanding is not legally binding.

The Memorandum of Understanding provides certain confirmations from Avnet which are intended to give the Trustee comfort that the covenant strength of Premier Farnell, as an employer in relation to the Premier Farnell UK Pension Scheme, will not be adversely impacted by the Acquisition. It also includes commitments as to the provision of information to the Trustee by Avnet and Premier Farnell, so that the Trustee can continue to monitor the employer covenant. Furthermore it is intended to give comfort to Avnet from the Trustee that, subject to there being no subsequent material changes in the Premier Farnell UK Pension Scheme's financial circumstances or Premier Farnell's covenant strength, there is no intention of seeking additional contributions to the Premier Farnell UK Pension Scheme in advance of finalisation of the April 2017 valuation.

Avnet's intention is that, after completion of the Acquisition, there will be no change to the current arrangements under which new UK Premier Farnell employees are admitted to the auto-enrolment section of the existing Premier Farnell UK Pension Scheme.

11. Employee Share Plans

Options and awards outstanding under the Premier Farnell Share Plans will, if not already exercisable or vested, become exercisable or vest on or shortly after the date on which the Court sanctions the Scheme, subject to and in accordance with the relevant rules. Further details are set out in paragraph 8.2 of Part Seven of this document.

Premier Farnell Shares issued under the Premier Farnell Share Plans before the Voting Record Time will be subject to the Scheme. Premier Farnell Shares issued under the Premier Farnell Share Plans after that time will, if Premier Farnell Shareholders approve the relevant amendments to the articles of association of Premier Farnell to be proposed at the General Meeting, either be bound by the Scheme or be transferred to Bidco on the same terms as under the Scheme.

Participants in the Premier Farnell Share Plans will be contacted regarding the effect of the Scheme on their rights under the Premier Farnell Share Plans and appropriate proposals will be made to them in due course.

12. Action to be taken by Premier Farnell Shareholders

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Premier Farnell Shareholders in respect of the offer are set out in paragraph 9 of Part Two of this document.

Details relating to the de-listing of the Premier Farnell Shares and settlement of the Cash Consideration offered by Bidco are included in paragraph 5 of Part Two of this document.

13. Overseas shareholders

Overseas holders of Premier Farnell Shares should refer to Part Six of this document, which contains important information relevant to such holders.

14. The Scheme and the Meetings

The Acquisition is being implemented by way of a Court-sanctioned scheme of arrangement between Premier Farnell and the Scheme Shareholders under Part 26 of the Companies Act, although Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer (subject to Panel consent, where necessary, and the Bid Conduct Agreement). The procedure involves an application by Premier Farnell to the Court to sanction the Scheme, which will involve the Scheme Shares being transferred to Bidco, in consideration for which Scheme Shareholders will receive cash (on the basis described in paragraph 2 above).

To become effective, the Scheme requires, among other things, the approval of a majority in number of the Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy at the Court Meeting, representing not less than 75 per cent. in value of the Scheme Shares held by such Scheme Shareholders present and voting at the Court Meeting (or any adjournment of the Court Meeting) and the passing of the special resolutions necessary to implement the Scheme at the General Meeting. Following the Court Meeting and the General Meeting and the satisfaction (or, where applicable, waiver) of the other Conditions, the Scheme must also be sanctioned by the Court. The Scheme will only become effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration. Upon the Scheme becoming effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and, if they attended and voted, whether or not they voted in favour).

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your Forms of Proxy or appoint a proxy through the CREST electronic proxy appointment service (as appropriate) as soon as possible.

Further details of the Scheme and the Meetings are set out in paragraphs 2 and 3 of Part Two of this document.

15. United Kingdom Taxation

Your attention is drawn to paragraph 6 of Part Two of this document headed "United Kingdom taxation". Although this document contains certain tax-related information, if you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

16. Recommendation

The Premier Farnell Directors, who have been so advised by Lazard, consider the financial terms of the Offer to be fair and reasonable. In providing advice to the Premier Farnell Directors, Lazard has taken into account the commercial assessments of the Premier Farnell Directors.

Accordingly, the Premier Farnell Directors believe that the Offer is in the best interests of Premier Farnell Shareholders and recommend unanimously that Premier Farnell Shareholders vote in favour of the Scheme at the Court Meeting and the resolution to be proposed at the General Meeting.

17. Further information

Your attention is drawn to further information contained in Part Two (Explanatory Statement), Part Three (Conditions to the Implementation of the Scheme and to the Acquisition), Part Four (Scheme of Arrangement) and Part Seven (Additional Information) of this document which provides further details concerning the Scheme.

You are advised to read the whole of this document and not just rely on the summary information contained in this letter.

Yours faithfully,

Val Gooding
Non-Executive Chairman

Premier Farnell plc

PART TWO

EXPLANATORY STATEMENT

(In compliance with section 897 of the Companies Act)

*Lazard & Co., Limited
50 Stratton Street
London W1J 8LL
Incorporated in England and Wales
with registered number 162175*

19 August 2016

To the holders of Premier Farnell Shares and, for information only, to holders of options or awards under the Premier Farnell Share Plans

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF PREMIER FARNELL BY BIDCO

1. Introduction

On 28 July 2016 Premier Farnell and Avnet announced that they had agreed the terms of a recommended cash offer pursuant to which Bidco, an indirect wholly-owned subsidiary of Avnet, will acquire the entire issued and to be issued ordinary share capital of Premier Farnell. The Acquisition is being implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

Your attention is drawn to the letter from the Chairman of Premier Farnell set out in Part One of this document, which forms part of this Explanatory Statement. The letter contains, among other things: (a) information on the reasons for and benefits of the Acquisition; and (b) the unanimous recommendation by the Premier Farnell Directors to Premier Farnell Shareholders to vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting.

The Premier Farnell Directors, who have been so advised by Lazard, consider the financial terms of the Offer to be fair and reasonable. In providing advice to the Premier Farnell Directors, Lazard has taken into account the commercial assessments of the Premier Farnell Directors.

The Premier Farnell Directors have been advised by Lazard in connection with the Acquisition and the Scheme. We have been authorised by the Premier Farnell Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information. In giving its advice, Lazard is advising the Premier Farnell Directors in relation to the Acquisition and is not acting for any Premier Farnell Director in their personal capacity nor for any Premier Farnell Shareholder in relation to the Acquisition. Lazard will not be responsible to any such person for providing the protections afforded to its clients or for advising any such person in relation to the Acquisition. In particular, Lazard will not owe any duties or responsibilities to any particular Premier Farnell Shareholder concerning the Acquisition.

This Explanatory Statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part Four (The Scheme of Arrangement) of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this Explanatory Statement, including Part One (Letter from the Chairman of Premier Farnell), the Conditions and certain further terms set out in Part Three (Conditions to the Scheme and to the Acquisition) and the additional information set out in Part Seven (Additional Information on Premier Farnell and Bidco) of this document. For overseas holders of Premier Farnell Shares, your attention is drawn to Part Six, which forms part of this Explanatory Statement.

2. Summary of the terms of the Acquisition and the Scheme

The Acquisition

The Acquisition is being effected by way of a scheme of arrangement between Premier Farnell and Scheme Shareholders under Part 26 of the Companies Act. Following the Scheme becoming effective, the entire issued share capital of Premier Farnell will be held by Avnet, through its indirect wholly-owned subsidiary, Bidco.

Under the terms of the Acquisition, Premier Farnell Shareholders will receive:

for each Premier Farnell Share

185 pence in cash

The terms of the Acquisition value the entire existing issued and to be issued ordinary share capital of Premier Farnell at £691 million and the price represents a premium of approximately 69.3 per cent. to the Closing Price of 109.25 pence per Premier Farnell Share on 13 June 2016, being the last business day before the date upon which Datwyler announced a firm intention to make its offer.

The Cash Consideration implies an enterprise value² of £868 million.

Conditions

The Acquisition and, accordingly, the Scheme is subject to a number of conditions set out in full in Part Three of this document, including:

- (A) the Scheme becoming unconditional and becoming effective by no later than the Long Stop Date (unless extended with the agreement of Avnet and Premier Farnell and, if required, the approval of the Court);
- (B) approval of the resolution to be proposed at the Court Meeting by the requisite majorities of the Scheme Shareholders on or before 4 October 2016, being the 22nd day after the expected date of the Court Meeting (or such later date, if any, as Avnet and Premier Farnell may agree and the Court may allow);
- (C) approval of all resolutions necessary to approve and implement the Scheme by the requisite majority of the Premier Farnell Shareholders at the General Meeting on or before 4 October 2016, being the 22nd day after the expected date of the General Meeting (or such later date, if any, as Avnet and Premier Farnell may agree and the Court may allow);
- (D) the sanction of the Scheme with or without modification (but subject to any such modification being acceptable to Avnet and Premier Farnell) by the Court on or before 29 November 2016, being the 22nd day after the expected date of the Court Hearing (or such later date, if any, as Avnet and Premier Farnell may agree and the Court may allow) and the delivery of a copy of the Court Order to the Registrar of Companies; and
- (E) the satisfaction of all merger control requirements under the laws of the United States, Israel and the EU.

The Scheme will require approval by Scheme Shareholders at the Court Meeting and Premier Farnell Shareholders at the General Meeting and the sanction of the Court at the Court Hearing. The Premier Farnell Meetings and the nature of the approvals required to be given at them are described in more detail in paragraph 3 below. All Scheme Shareholders are entitled to attend the Court Hearing in person or through representation to support or oppose the sanctioning of the Scheme.

The Scheme can only become effective if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration. Subject to the sanction of the Scheme by the Court, this is expected to occur in the fourth quarter of 2016. Unless the Scheme becomes effective by no later than the Long Stop Date, the Scheme will not become effective and the Acquisition will not proceed (unless extended with the agreement of Avnet and Premier Farnell and, if required, the approval of the Court).

The Scheme

It is proposed that, under the Scheme, the Scheme Shares will be transferred to Bidco (an indirect wholly-owned subsidiary of Avnet) (or its nominee(s)) so that the entire issued share capital of Premier Farnell is held by Bidco (or its nominee(s)). Holders of Scheme Shares whose names appear on the register of Premier Farnell at the Scheme Record Time, that is 6.00 p.m. on the business day following the date of the Court Hearing will receive 185 pence in cash for each Scheme Share held by them.

² Based on Premier Farnell's total net debt of £243.3 million, net cash proceeds arising from the sale of Akron Brass of £124.8 million and a pension deficit of £58.2 million as set out in Premier Farnell's most recent consolidated audited balance sheet dated 31 January 2016 and Premier Farnell's Class 1 circular pursuant to the sale of Akron Brass dated 29 February 2016.

Amendments to Premier Farnell's articles of association

Currently, Premier Farnell Shares issued after the Scheme Record Time will not be subject to the Scheme. Accordingly, it is proposed, as part of the special resolution to be proposed at the General Meeting relating to the Scheme, to amend Premier Farnell's articles of association to ensure that any Premier Farnell Shares issued under the Premier Farnell Share Plans or otherwise between the Voting Record Time and the Scheme Record Time will be subject to the Scheme. It is also proposed to amend Premier Farnell's articles of association so that any Premier Farnell Shares issued to any person other than Bidco or its nominee(s) after the Scheme Record Time will be automatically acquired by Bidco on the same terms as under the Scheme. This will avoid any person (other than Bidco or its nominee(s)) being left with Premier Farnell Shares after dealings in such shares have ceased on the London Stock Exchange (which will occur at the close of business on the business day before the Effective Date). Part (B) of the special resolution set out in the notice of General Meeting on pages 69 to 70 of this document seeks the approval of Premier Farnell Shareholders for such amendment.

Offer-related arrangements

Confidentiality Agreement

Premier Farnell and Avnet entered into a confidentiality agreement on 11 January 2016 pursuant to which each party has undertaken to keep confidential information relating to the other and/or to the Acquisition and not to disclose it to third parties (other than to permitted disclosees) unless required by law or regulation. These confidentiality obligations will remain in force until 11 January 2018.

Clean Team Agreements

Premier Farnell and Avnet have also entered into an "outside counsel" clean team deed and a commercial clean team agreement, each dated 5 July 2016, which set out how certain confidential information that is commercially and/or competitively sensitive can be disclosed, used or shared. These agreements supplement, and incorporate some of the terms of, the Confidentiality Agreement.

Memorandum of Understanding

A Memorandum of Understanding dated 25 July 2016, between Avnet and the Trustee of the Premier Farnell UK Pensions Scheme, sets out the understanding of Avnet and the Trustee as to the funding and operation of the Premier Farnell UK Pension Scheme following completion of the Acquisition. Other than for certain confidentiality provisions, the Memorandum of Understanding is not legally binding.

The Memorandum of Understanding provides certain confirmations from Avnet which are intended to give the Trustee comfort that the covenant strength of Premier Farnell, as an employer in relation to the Premier Farnell UK Pension Scheme, will not be adversely impacted by the Acquisition. It also includes commitments as to the provision of information to the Trustee by Avnet and Premier Farnell, so that the Trustee can continue to monitor the employer covenant. Furthermore it is intended to give comfort to Avnet from the Trustee that, subject to there being no subsequent material changes in the Premier Farnell UK Pension Scheme's financial circumstances or Premier Farnell's covenant strength, there is no intention of seeking additional contributions to the Premier Farnell UK Pension Scheme in advance of finalisation of the April 2017 valuation.

Confidentiality Agreement with the Trustee

Avnet and the Trustee have also entered into a confidentiality agreement on 20 July 2016 pursuant to which the Trustee has undertaken to keep confidential information relating to Avnet and to the Acquisition. These confidentiality obligations will remain in force until 20 January 2018.

Bid Conduct Agreement

Avnet and Premier Farnell have entered into the Bid Conduct Agreement pursuant to which Avnet has agreed to use best endeavours to secure the regulatory clearances and authorisations necessary to satisfy certain regulatory conditions, including by offering any commercially reasonable undertakings, commitments or measures to the relevant authorities.

Avnet and Premier Farnell have agreed to co-operate and provide each other with necessary information, assistance and access in relation to the filings, submissions and notifications to be made in relation to such

regulatory clearances and authorisations. Avnet also agreed to provide Premier Farnell with reasonable information, assistance and access for the preparation of this document.

The Bid Conduct Agreement will terminate in certain circumstances, including if: any of the Premier Farnell Board withdraws or adversely modifies its unanimous and unconditional recommendation of the Acquisition; a competing offer is recommended by the Premier Farnell Board or becomes effective or is declared or becomes unconditional in all respects; if any Condition is not satisfied or becomes incapable of satisfaction (with the agreement of the Panel, where required); if the Scheme is withdrawn or lapses (other than as a result of Avnet switching to a Takeover Offer); if the Court Meeting and the Court Hearing, respectively, are not held within 22 days after the expected date for such meeting and hearing set out in this document; and if the Scheme does not become effective in accordance with its terms by the Long Stop Date.

The Bid Conduct Agreement records Avnet's and Premier Farnell's intention to implement the Acquisition by way of the Scheme, subject to the right of Avnet (with the consent of the Panel) to proceed by way of a Takeover Offer as set out in paragraph 2.6 of Part Three below. The Bid Conduct Agreement also contains provisions that apply in relation to the Premier Farnell Share Plans.

Avnet Facilities Agreement

Avnet has entered into the Avnet Facilities Agreement with Bank of America, N.A. for an aggregate amount of £957 million term loan facilities. A summary of the Avnet Facilities Agreement and other agreements in connection with Avnet's financing of the Acquisition is set out at paragraph 11 of Part Seven of this document.

3. Premier Farnell Meetings

The Scheme will require the approval of Scheme Shareholders at the Court Meeting and Premier Farnell Shareholders at the separate General Meeting, both of which will be held on 12 September 2016 at Allen & Overy LLP, One Bishops Square, London E1 6AD. The Court Meeting is being held at the direction of the Court to seek the approval of Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of Premier Farnell Shareholders to enable the Premier Farnell Directors to implement the Scheme and to amend the articles of association of Premier Farnell as described in paragraph 2 above.

Notices of both the Court Meeting and the General Meeting are set out at the end of this document. Entitlement to attend and vote at these meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Premier Farnell at the Voting Record Time.

If the Scheme becomes effective, it will be binding on all Premier Farnell Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of the resolutions at such Meetings).

Any Premier Farnell Shares which Avnet or any other member of the Avnet Group (or their respective nominees) may acquire before the Court Meeting are not Scheme Shares and therefore none of Avnet or any other member of the Avnet Group (or their respective nominees) is entitled to vote at the Court Meeting in respect of the Premier Farnell Shares held or acquired by it and will not exercise the voting rights attaching to such Premier Farnell Shares at the General Meeting.

Court Meeting

The Court Meeting has been convened for 11.00 a.m. on 12 September 2016 to enable the Premier Farnell Shareholders who are registered as members of Premier Farnell at the Voting Record Time to consider and, if thought fit, approve the Scheme. At the Court Meeting, voting will be by poll and each member present in person or by proxy will be entitled to one vote for each Scheme Share held at the Voting Record Time. The approval required at the Court Meeting is a simple majority in number of Scheme Shareholders present and voting in person or by proxy, representing 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders present and voting in person or by proxy.

At the Court Meeting, it is particularly important that as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your blue Form of Proxy or appoint a proxy electronically as soon as possible.

You will find the Notice of the Court Meeting in Part Nine (Notice of Court Meeting) of this document.

General Meeting

In addition, the General Meeting has been convened for the same date (to be held immediately after the Court Meeting) to consider and, if thought fit, pass a special resolution to approve:

- (A) the authorisation of the Premier Farnell Directors to take all such actions as they may consider necessary or appropriate to give effect to the Scheme; and
- (B) the amendment of the articles of association of Premier Farnell in the manner described in paragraph 2 of this Part Two above.

The special resolution will require votes in favour representing at least 75 per cent. of the votes cast at the General Meeting in person (including by corporate representative) or by proxy. The vote of the Premier Farnell Shareholders at the General Meeting will be held by way of a poll. Each holder of Premier Farnell Shares who is entered on the register of members of Premier Farnell at the Voting Record Time and is present in person or by proxy will be entitled to one vote for each Premier Farnell Share so held.

You will find the Notice of the General Meeting in Part Ten (Notice of General Meeting) of this document.

4. The Premier Farnell Directors and the effect of the Scheme on their interests

The names of the Premier Farnell Directors and details of their interests are set out in Part Seven of this document.

In common with the other participants in the Premier Farnell Share Plans, the Premier Farnell Directors will be able to exercise their options and receive shares under awards, to the extent such options and awards vest and, if applicable, are exercisable.

Save as set out above, the effect of the Scheme on the interests of Premier Farnell Directors does not differ from its effect on the like interests of any other Scheme Shareholder.

5. De-listing of Premier Farnell Shares and settlement of Cash Consideration

De-listing and re-registration

Before the Scheme becomes effective, Premier Farnell shall make an application for the cancellation of the listing of Premier Farnell Shares on the Official List and for the cancellation of trading of the Premier Farnell Shares on the London Stock Exchange's main market for listed securities, in each case to take effect from or shortly after the Effective Date. The last day of dealings in Premier Farnell Shares on the Main Market of the London Stock Exchange is expected to be the business day immediately following the Court Hearing. No transfers of Premier Farnell Shares will be registered after that date other than to Bidco (or as Bidco may otherwise direct) pursuant to Premier Farnell's articles of association, as proposed to be amended by special resolution at the General Meeting.

On the Effective Date, share certificates in respect of Scheme Shares will cease to be valid. Such share certificates should be destroyed on the first business day following the Effective Date. In addition, entitlements to Scheme Shares held within the CREST system will be cancelled at the Scheme Record Time.

It is proposed, as part of the application to Court in connection with the Scheme, to seek an order of the Court pursuant to section 651 of the Companies Act to re-register Premier Farnell as a private limited company.

Settlement

Subject to the Acquisition becoming effective (and except as provided in Part Six of this document in relation to certain overseas Premier Farnell Shareholders), settlement of the consideration to which any Premier Farnell Shareholder is entitled under the Scheme will be effected in the following manner:

- (A) Premier Farnell Shares in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Premier Farnell Shares in uncertificated form, the Cash Consideration to which such Scheme Shareholder is entitled will be transferred to such person through CREST by Bidco procuring the creation of an assured payment

obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Premier Farnell Shares in respect of the Cash Consideration due to him.

As from the Scheme Record Time, each holding of Premier Farnell Shares credited to any stock account in CREST will be disabled and all Premier Farnell Shares will be removed from CREST in due course.

Bidco reserves the right to pay all, or any part of, the Cash Consideration referred to above to all or any Scheme Shareholder(s) who hold Premier Farnell Shares in uncertificated form in the manner referred to in sub-paragraph (B) below if, for any reason, it wishes to do so.

(B) Premier Farnell Shares in certificated form

Where, at the Scheme Record Time, a Scheme Shareholder holds Premier Farnell Shares in certificated form, settlement of the Cash Consideration due under the Scheme in respect of the Scheme Shares will be despatched:

- (i) by first class post, by cheque drawn on a branch of a UK clearing bank; or
- (ii) by such other method as may be approved by the Panel.

All such cash payments will be made in pounds sterling. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned. Cheques will be despatched not later than the fourteenth day following the Effective Date to the person entitled thereto at the address as appearing in the register of members of Premier Farnell at the Scheme Record Time. None of Premier Farnell, Bidco, any nominee(s) of Bidco or any of their respective agents shall be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques shall be sent at the risk of the person entitled thereto.

(C) General

All documents and remittances sent to Premier Farnell Shareholders will be sent at their own risk.

On the Effective Date each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Premier Farnell, delivered up to Premier Farnell, or to any person appointed by Premier Farnell to receive the same. On the Effective Date entitlements to Scheme Shares held within CREST will be cancelled.

Except with the consent of the Panel and subject to the provisions of sub-paragraph (D) below, settlement of the consideration to which any Premier Farnell Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Bidco might otherwise be, or claim to be, entitled against such Premier Farnell Shareholder.

(D) Dividends

If any dividend or other distribution (including any return of capital) is authorised, declared, made or paid in respect of the Premier Farnell Shares on or after the date of the Announcement and before the Effective Date, Avnet and Bidco reserve the right to reduce the Cash Consideration by the amount of all or part of any such other dividend or other distribution.

6. United Kingdom taxation

The comments set out below summarise certain limited aspects of the UK taxation treatment of Premier Farnell Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation and what is understood to be current HM Revenue and Customs (HMRC) practice, both of which are subject to change, possibly with retrospective effect.

The comments are intended as a general guide and do not deal with certain categories of Premier Farnell Shareholder such as charities, dealers in securities, persons who have or could be treated for tax purposes as having acquired their Premier Farnell Shares by reason of their employment or as holding their Premier Farnell Shares as carried interest, collective investment schemes, persons subject to UK tax on the remittance basis and insurance companies.

References below to **UK Holders** are to Premier Farnell Shareholders who are resident for tax purposes in the United Kingdom and, in the case of individuals, to whom “split year” treatment does not apply, who

hold their Premier Farnell Shares as an investment (other than under a personal equity plan or individual savings account) and who are the absolute beneficial owners of their Premier Farnell Shares.

Overseas holders of Premier Farnell Shares are referred to Part Six of this document, which summarises certain UK tax consequences of the Scheme for such holders.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, AND IN PARTICULAR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISOR IMMEDIATELY.

UK taxation of chargeable gains

The transfer of Premier Farnell Shares under the Scheme in return for cash should be treated as a disposal of the UK Holder's Premier Farnell Shares for the purposes of capital gains tax (CGT) or corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK Holder's particular circumstances (including the availability of exemptions, reliefs and/or allowable losses), give rise to a liability to UK tax on chargeable gains or, alternatively, an allowable capital loss.

Individual Premier Farnell Shareholders

Subject to available reliefs or allowances, gains arising on a disposal of Premier Farnell Shares by an individual UK Holder will be subject to CGT at the rate of 10 per cent. except to the extent that the gain, when it is added to the UK Holder's other taxable income and gains in the relevant tax year, exceeds the upper limit of the income tax basic rate band (£43,000 for the 2016/17 tax year), in which case it will be taxed at the rate of 20 per cent.

The CGT annual exemption (£11,100 for 2016/17) may be available to individual UK Holders to offset against chargeable gains realised on the disposal of their Premier Farnell Shares.

Corporate Premier Farnell Shareholders

Subject to available reliefs or allowances, gains arising on a disposal of Premier Farnell Shares by a UK Holder within the charge to UK corporation tax will be taxed at a rate of 20 per cent. (assuming they arise in the 2016/17 tax year).

For UK Holders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Premier Farnell Shares), indexation allowance may be available in respect of the full period of ownership of the Premier Farnell Shares to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the disposal of their Premier Farnell Shares.

The substantial shareholding exemption may apply to exempt from corporation tax any gain arising to UK Holders within the charge to UK corporation tax where a number of conditions are satisfied, including that the corporate UK Holder has held not less than 10 per cent. of the ordinary issued share capital of Premier Farnell for a period of at least one year before the date of disposal.

UK stamp duty and stamp duty reserve tax (SDRT)

No UK stamp duty or SDRT should be payable by Premier Farnell Shareholders on the transfer of their Premier Farnell Shares under the Scheme.

7. Employee Share Plans

The effect of the Scheme in relation to options and awards outstanding under the Premier Farnell Share Plans is described in paragraph 11 of the letter from the Chairman of Premier Farnell in Part One of this document. Further details are set out in paragraph 8.2 of Part Seven of this document.

8. Overseas holders

Overseas holders of Premier Farnell Shares should refer to Part Six of this document which contains important information relevant to such holders.

9. Actions to be taken

Actions to be taken by Premier Farnell Shareholders

The Scheme will require approval at a meeting of Premier Farnell Shareholders convened by order of the Court to be held at Allen & Overy LLP, One Bishops Square, London E1 6AD at 11.00 a.m. on 12 September 2016. The approval required at this meeting is that those voting to approve the Scheme must:

- (A) represent a simple majority in number of those Scheme Shareholders present and voting in person or by proxy; and
- (B) also represent 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders present and voting in person or by proxy.

The Scheme requires the sanction of the Court at the Court Hearing where Premier Farnell Shareholders may be present and be heard in person or through representation to support or oppose the sanctioning of the Scheme. Implementation of the Scheme will also require approval by special resolution at the General Meeting to be held immediately after the Court Meeting, as described in paragraph 3 above. The approval required for this special resolution to be passed is a vote in favour of not less than 75 per cent. of the votes cast.

If the Scheme becomes effective it will be binding on all holders of Scheme Shares irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of the resolutions at such Meetings).

Forms of Proxy

Premier Farnell Shareholders will find accompanying this document a blue Form of Proxy and a yellow Form of Proxy. The blue Form of Proxy is to be used in connection with the Court Meeting and the yellow Form of Proxy is to be used in connection with the General Meeting. Whether or not you intend to attend these meetings please complete and sign both forms of proxy and return them in the reply-paid envelope provided in accordance with the instructions printed thereon to Premier Farnell's registrars, Computershare Investor Services, so as to arrive as soon as possible but in any event at least 48 hours before the relevant meeting, excluding any part of a day that is not a business day.

If the blue Form of Proxy relating to the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman of the Court Meeting at the Court Meeting. However, in the case of the General Meeting, if the yellow Form of Proxy is not lodged so as to be received by the time mentioned above and in accordance with the instructions on that Form of Proxy, it will be invalid. The completion and return of either form of proxy will not preclude you from attending the Court Meeting or the General Meeting and voting in person, if you so wish.

Premier Farnell Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for the Court Meeting and General Meeting or any adjournment(s) by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service providers, who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must in order to be valid, be transmitted so as to be received by Computershare Investor Services (ID 3RA50) at least 48 hours before the Court Meeting or the General Meeting, as applicable, excluding any part of a day that is not a business day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Computershare Investor Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Regulations.

At the Court Meeting, it is particularly important that as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your blue Form of Proxy or appoint a proxy electronically as soon as possible.

10. Further information

The terms of the Scheme are set out in full in Part Four of this document. Further information regarding Premier Farnell, Avnet and Bidco is set out in Part Seven of this document. Documents published and available for inspection are listed in paragraph 18 of Part Seven of this document.

Yours faithfully,

for and on behalf of Lazard & Co., Limited

Nicholas Shott

Vice Chairman, European Investment Banking

PART THREE

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

1. Conditions to the Acquisition

- 1.1 The Acquisition is conditional upon the Scheme becoming unconditional and becoming effective by no later than the Long Stop Date (unless extended with the agreement of Avnet and Premier Farnell and (if required) the approval of the Court).
- 1.2 The Scheme is subject to the following conditions:
- (A) its approval by a majority in number representing not less than three-fourths in value of the Scheme Shareholders (or the relevant class or classes of Scheme Shareholders, if applicable) present and voting, either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of any such meeting on or before 4 October 2016, being the 22nd day after the expected date of the Court Meeting (or such later date, if any, as Avnet and Premier Farnell may agree and the Court may allow);
 - (B) all resolutions necessary to approve and implement the Scheme being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment of that meeting on or before 4 October 2016, being the 22nd day after the expected date of the General Meeting (or such later date, if any, as Avnet and Premier Farnell may agree and the Court may allow); and
 - (C) the sanction of the Scheme with or without modification (but subject to any such modification being acceptable to Avnet and Premier Farnell) by the Court on or before 29 November 2016, being the 22nd day after the expected date of the Court Hearing (or such later date, if any, as Avnet and Premier Farnell may agree and the Court may allow) and the delivery of a copy of the Court Order to the Registrar of Companies.
- 1.3 In addition, Avnet and Premier Farnell have agreed that the Acquisition is conditional upon the following conditions and, accordingly, the necessary actions to make the Scheme effective will not be taken unless the following conditions (as amended if appropriate) have been satisfied or, where relevant, waived:
- (A) in so far as the Acquisition triggers a mandatory filing requirement under the Hart-Scott-Rodino Antitrust Improvements Act 1976, as amended (the **HSR Act**), all necessary notifications and filings having been made in connection with the Acquisition or any aspect of the Acquisition and all or any applicable waiting periods (including any extensions of any such waiting periods) under the HSR Act and the rules and regulations made under the HSR Act having expired or been terminated in each case in respect of the Acquisition and the acquisition or the proposed acquisition of any shares or other securities in, or control of, Premier Farnell by any member of the Avnet Group;
 - (B) in so far as the Acquisition triggers a mandatory merger control filing requirement under the Restrictive Trade Practices Law 1988 of Israel and/or any other competition or equivalent legislation or regulation in force, all required filings having been made in connection with the Acquisition or any aspect of the Acquisition and the Israeli Antitrust Commissioner having approved the Acquisition or any applicable waiting periods (including any extensions thereof) under the Restrictive Trade Practices Law 1988 having expired or lapsed in respect of the Acquisition; and
 - (C) in so far as the Acquisition triggers a mandatory merger control filing requirement under the EU Merger Regulation (“**EUMR**”):
 - (i) all required filings have been made in connection with the Acquisition or any aspect of the Acquisition and the European Commission shall have issued a decision declaring the Acquisition to be compatible with the common market or the Acquisition being deemed compatible under Article 10(6) of the EUMR; or

- (ii) if the European Commission takes a decision (or is deemed to have taken a decision) to refer the whole or part of the Acquisition to the competent authorities of one or more Member States under Article 9 of the EUMR:
 - (a) those competent authorities taking a decision (or being deemed to have taken a decision) with equivalent effect to that referred to in paragraph (C)(i) above with respect to those parts of the Acquisition referred to it; and
 - (b) and the European Commission taking the decision referred to in paragraph (C)(i) above with respect to any part of the Acquisition retained by it;
- (D) other than in relation to the competition law and regulatory approvals referred to in paragraphs (A) to (C) above, no Third Party having notified a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would:
 - (i) require, prevent or delay the divestiture, or alter the terms envisaged for any proposed divestiture by any member of the Wider Avnet Group or any member of the Wider Premier Farnell Group of all or any portion of their respective businesses, assets or property or impose any material limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part of their respective assets or properties (in each case, where this would reasonably be expected to be of material significance to Avnet in the context of the Acquisition);
 - (ii) require, prevent or materially delay the divestiture by any member of the Wider Avnet Group of any shares in Premier Farnell;
 - (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Avnet Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or securities convertible into shares in any member of the Wider Premier Farnell Group or the Wider Avnet Group or to exercise management control over any such member;
 - (iv) otherwise materially adversely affect the business, assets, profits or prospects of any member of the Wider Avnet Group or the Wider Premier Farnell Group;
 - (v) make the Acquisition or its implementation or the acquisition or proposed acquisition by Bidco or any member of the Wider Avnet Group of any shares, or control of Premier Farnell void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, materially restrain, restrict, prohibit, delay or otherwise materially interfere with the same, or impose additional material conditions or obligations with respect thereto, or otherwise materially challenge or interfere therewith;
 - (vi) except pursuant to sections 974 to 991 of the Companies Act, require any member of the Wider Avnet Group or the Wider Premier Farnell Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Premier Farnell Group or the Wider Avnet Group owned by any third party;
 - (vii) impose any material limitation on the ability of any member of the Wider Premier Farnell Group to co-ordinate its business, or any part of it, with the businesses of any other members; or
 - (viii) result in any member of the Wider Premier Farnell Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any Premier Farnell Shares having expired, lapsed or been terminated;

- (E) in addition to the competition law and regulatory approvals referred to in paragraphs (A) to (C) above:
- (i) all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider Avnet Group of any shares in, or control of, Premier Farnell; and
 - (ii) all necessary authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals of the proposed acquisition of any shares in, or control of, Premier Farnell by any member of the Wider Avnet Group:
 - (a) having been obtained in terms and in a form reasonably satisfactory to Bidco from all appropriate Third Parties or persons with whom any member of the Wider Premier Farnell Group has entered into material contractual arrangements; and
 - (b) together with all authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary to carry on the business of any member of the Wider Premier Farnell Group, remaining in full force and effect; and there being no notice of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional,in each of the cases in sub-paragraphs (i), (ii)(a) and (ii)(b), where the absence of such filing, authorisation or other matter referred to would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (F) since 31 January 2016 and except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Premier Farnell Group is a party or by or to which any such member or any of its assets is bound, entitled or subject, which in consequence of the Acquisition or the proposed acquisition of any shares in Premier Farnell would reasonably be expected to be of material significance to Avnet in the context of the Acquisition:
- (i) any moneys borrowed by or any other indebtedness (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any obligation or liability arising or any action being taken or arising thereunder;
 - (iii) any assets or interests of any such member being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged;
 - (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member;
 - (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
 - (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
 - (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
 - (viii) the creation of any liability, actual or contingent, by any such member (other than in the ordinary course of business),
- and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Premier Farnell Group is a party or by or to which any such member or any of its assets is bound, entitled or subject, would

reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this condition (taking into account the materiality threshold specified in the introduction to this paragraph (F));

(G) except as Disclosed, no member of the Wider Premier Farnell Group having, since 31 January 2016:

- (i) save as between Premier Farnell and wholly-owned subsidiaries of Premier Farnell or for Premier Farnell Shares issued pursuant to the exercise of options granted under the Premier Farnell Share Plans, issued, authorised or proposed the issue of additional shares of any class;
- (ii) save as between Premier Farnell and wholly-owned subsidiaries of Premier Farnell or for the grant of options under the Premier Farnell Share Plans issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- (iii) other than to another member of the Premier Farnell Group, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise;
- (iv) save for intra-Premier Farnell Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and to an extent which would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (v) save for intra-Premier Farnell Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital;
- (vi) issued, authorised or proposed the issue of any debentures or (save for intra-Premier Farnell Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability, which in any case would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital;
- (viii) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business or entered into or changed the terms of any contract with any director or senior executive;
- (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or could be restrictive on the businesses of any member of the Wider Premier Farnell Group or which involves an obligation of such a nature or magnitude or which is other than in the ordinary course of business, which, in each case, would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed, which in any case would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;

- (xi) waived or compromised any claim otherwise than in the ordinary course of business which would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (xii) entered into any contract, commitment, arrangement or agreement or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition;
- (xiii) made or agreed or consented to any change to:
 - (a) the terms of the trust deeds constituting the Premier Farnell US Pension Scheme or Premier Farnell UK Pension Scheme or any other pension scheme(s) established by any member of the Wider Premier Farnell Group for its directors, employees or their dependents;
 - (b) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
 - (c) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (d) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made;
- (xiv) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider Premier Farnell Group; or
- (xv) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Premier Farnell Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code,

and, for the purposes of sub-paragraphs (iii), (iv), (v) and (vi) of this condition, the term **Premier Farnell Group** shall mean Premier Farnell and its wholly-owned subsidiaries;

(H) except as Disclosed, since 31 January 2016:

- (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits of any member of the Wider Premier Farnell Group which in any case would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Premier Farnell Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Premier Farnell Group having been instituted announced or threatened by or against or remaining outstanding in respect of any member of the Wider Premier Farnell Group which in any case would reasonably be expected to be of material significance to Avnet in the context of the Acquisition;
- (iii) no contingent or other liability having arisen or become apparent to Avnet or Bidco which would be reasonably likely to materially adversely affect the Wider Premier Farnell Group, taken as a whole.

(I) Save as Disclosed, neither Avnet nor Bidco having discovered:

- (i) that any financial, business or other information concerning the Wider Premier Farnell Group as contained in the information publicly disclosed at any time or on behalf of any member of the Wider Premier Farnell Group is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading, and which was not subsequently corrected before 27 July 2016 (either publicly or otherwise to Avnet), in any case to an extent which would reasonably be expected to be of material significance to Avnet in the context of the Acquisition; or
- (i) that any member of the Wider Premier Farnell Group partnership, company or other entity in which any member of the Wider Premier Farnell Group has significant economic interest

and which is not a subsidiary undertaking of Premier Farnell is subject to any liability (contingent or otherwise) which is not disclosed in the annual report and accounts of Premier Farnell for the year ended 31 January 2016 and which in any case would reasonably be expected to be of material significance to Avnet in the context of the Acquisition; and

(J) Avnet and Bidco not having discovered that:

- (i) any past or present member of the Wider Premier Farnell Group has failed to comply in any material respect with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters, which non-compliance would reasonably be expected to give rise to any material liability (actual or contingent) on the part of any member of the Wider Premier Farnell Group; or
- (ii) there is, for that or any other reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Premier Farnell Group to make good, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Premier Farnell Group, under any environmental legislation, regulation, notice, circular or order of any government, governmental, quasi-governmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other similar body or person in any jurisdiction, which in any case would reasonably be expected to be of material significance to Avnet in the context of the Acquisition.

2. Certain further terms of the Acquisition

- 2.1 Bidco reserves the right to waive, in whole or in part, all or any of Conditions in paragraph 1.3 above.
- 2.2 The Conditions in paragraph 1.3 above must be fulfilled or waived by no later than 11.59 p.m. on the date immediately preceding the date of the Court Hearing, failing which the Scheme will lapse. Bidco shall be under no obligation to waive or treat as satisfied any of the Conditions in paragraph 1.3 above by a date earlier than the latest date specified above for the fulfilment or waiver of the Conditions, notwithstanding that the other conditions of the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such conditions may not be capable of fulfilment.
- 2.3 If Bidco is required by the Panel to make an offer for Premier Farnell Shares under the provisions of Rule 9 of the Code, Bidco may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.
- 2.4 If Phase 2 European Commission Proceedings are initiated or, following a referral by the European Commission to a competent authority in the United Kingdom under Article 9 of the EUMR, there is a Phase 2 CMA Reference, the Acquisition will lapse if this occurs before the Court Meeting and the General Meeting.
- 2.5 If any dividend or other distribution (including any return of capital) is authorised, declared, made or paid in respect of the Premier Farnell Shares on or after the date of the Announcement and before the Effective Date, Avnet and Bidco reserve the right to reduce the Cash Consideration by the amount of all or part of any such other dividend or other distribution. If Avnet and Bidco exercise such right to reduce the Cash Consideration by the amount of all or part of any such other dividend or other distribution, Premier Farnell Shareholders will be entitled to receive and retain any such excess or all or part of any such other dividend or distribution, respectively.
- 2.6 Bidco reserves the right to elect, with the consent of the Panel and in accordance with the terms of the Bid Conduct Agreement, to implement the Acquisition by way of a Takeover Offer. In such event, such Takeover Offer will be implemented on the same terms, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments to reflect the change in methods of effecting the Acquisition, including (without limitation and subject to the consent of the Panel) an acceptance condition that is set at 75 per cent., where the Premier Farnell Directors consent to a switch from a Scheme to a Takeover Offer, or 90 per cent., where there is no such consent, or such lesser percentage as Bidco may elect after, to the extent necessary, consultation with the Panel, being in any event more than 50 per cent.: (i) in nominal value of the shares to which such Takeover Offer

would relate; and (ii) of the voting rights attached to those shares, including, for this purpose, any such voting rights attaching to Premier Farnell Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise.

- 2.7 The availability of persons not resident in the UK to participate in the Acquisition may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the UK should inform themselves about and observe any applicable requirements.
- 2.8 The Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.
- 2.9 The Acquisition will be governed by English law and will be subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Part Three and in this document. The Acquisition will comply with the applicable rules and regulations of the FCA and the London Stock Exchange and the Code.
- 2.10 Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
- 2.11 Under Rule 13.5 of the Code, Bidco may not invoke a condition to the Acquisition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Acquisition. Conditions 1.1 and 1.2 are not subject to this provision of the Code.

PART FOUR
THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

CR-2016-004459

IN THE MATTER OF PREMIER FARNELL PLC
and
IN THE MATTER OF THE COMPANIES ACT 2006
SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)
between
PREMIER FARNELL PLC
AND
THE HOLDERS OF THE SCHEME SHARES
(as defined below)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

Acquisition	the recommended cash acquisition by Bidco of the entire issued and to be issued ordinary share capital of Premier Farnell to be effected by means of this Scheme;
Avnet	Avnet, Inc., a New York corporation whose registered office is at 2211 S. 47th Street, Phoenix, Arizona;
Avnet Group	Avnet and its direct and indirect subsidiaries from time to time (including Bidco);
Bidco	Avnet Bidco Limited, a company incorporated in England and Wales with registered number 10323613;
business day	a day (other than a Saturday, Sunday or public or bank holiday) on which clearing banks in London are generally open for normal business;
certificated form or in certificated form	in relation to a Scheme Share, one which is not in uncertificated form (that is, not in CREST);
Code	the City Code on Takeovers and Mergers;
Companies Act	the Companies Act 2006, as amended;
Conditions	the conditions to the implementation of the Acquisition, as set out in Part Three (Conditions to the Scheme and to the Acquisition) of the Scheme Document;
Court	the High Court of Justice in England and Wales;
Court Hearing	the hearing of the Court at which the Court Order will be sought;

Court Meeting	the meeting of Scheme Shareholders (and any adjournment of such meeting) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving (with or without modification) this Scheme;
Court Order	the order of the Court sanctioning this Scheme;
CREST	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with relevant system (as defined in the Regulations) of which Euroclear is the Operator (as defined in the Regulations);
Effective Date	the date on which this Scheme becomes effective in accordance with its terms;
Euroclear	Euroclear UK & Ireland Limited;
holder	a registered holder and includes any person(s) entitled by transmission;
Panel	the Panel on Takeovers and Mergers;
Premier Farnell	Premier Farnell plc, incorporated in England and Wales with registered number 876412;
Premier Farnell Registrars	Computershare Investor Services PLC;
Premier Farnell Shareholders	the holders of Premier Farnell Shares;
Premier Farnell Shares	the ordinary shares of 5 pence each in the capital of Premier Farnell;
Premier Farnell Share Plans	each of the following share incentive plans of Premier Farnell: the Premier Farnell Performance Share Plan 2000, the Premier Farnell Executive Share Option Plan 2003, the Premier Farnell UK Savings Related Share Option Plan, the Premier Farnell Deferred Share Bonus Plan 2010, the Premier Farnell Equity Award Plan 2015, the Premier Farnell Executive Share Option Plan 2010, the Premier Farnell Performance Share Plan 2010 and the Premier Farnell UK Save As You Earn Scheme;
Registrar of Companies	the registrar of companies in England and Wales;
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended;
Scheme	this scheme of arrangement in its present form or with or subject to any modification, addition or condition which Premier Farnell and Bidco each agree and which is approved or imposed by the Court;
Scheme Document	the circular dated 19 August 2016 sent by Premier Farnell to Premier Farnell Shareholders and persons with information rights, of which this Scheme forms a part;
Scheme Record Time	6.00 p.m. on the business day immediately following the date of the Court Hearing or such later time as Avnet and Premier Farnell may agree;
Scheme Shareholders	holders of Scheme Shares at any relevant date or time;
Scheme Shares	the Premier Farnell Shares which are: <ul style="list-style-type: none"> (i) in issue at the date of the Scheme Document; (ii) issued after the date of the Scheme Document and before the Voting Record Time; and

- (iii) issued at or after the Voting Record Time and before the Scheme Record Time either on terms that the original or any subsequent holders of such shares shall be bound by the Scheme or in respect of which their holders are, or have agreed in writing to be, bound by the Scheme,

and, in each case, remaining in issue at the Scheme Record Time but excluding any Premier Farnell Shares held in treasury at any relevant date or time and any Premier Farnell Shares registered in the name of or beneficially owned by any member of the Avnet Group, its nominees or any persons acting in concert with Avnet for the purposes of the Code at any relevant date or time;

Sterling the lawful currency of the United Kingdom;

uncertificated form or in uncertificated form in relation to a Scheme Share, one which is recorded on the relevant register as being held in uncertificated form in CREST; and

Voting Record Time 6.00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting, in each case excluding any day that is not a business day.

- (B) References to clauses, sub-clauses and paragraphs are to clauses, sub-clauses and paragraphs of this Scheme.
- (C) The issued share capital of Premier Farnell as at the Latest Practicable Date was £18,596,237, divided into 371,924,733 ordinary shares of 5 pence each, all of which were credited as fully paid. Premier Farnell does not hold any shares in treasury.
- (D) As at the Latest Practicable Date, no member of the Avnet Group holds any Premier Farnell Shares.
- (E) Bidco has, subject to the satisfaction or, where capable, waiver of the Conditions agreed to appear by Counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.
- (F) References to times are to London time.

1. Transfer of Scheme Shares

- (A) Upon and with effect from the Effective Date, Bidco and/or its nominee(s) shall acquire all the Scheme Shares fully paid with full title guarantee, free from all liens, equities, charges, encumbrances and other interests, and together with all rights at the Effective Date or thereafter attached thereto, including the right to receive and retain all dividends and other distributions (if any).
- (B) For the purposes of such acquisition, the Scheme Shares shall be transferred to Bidco and/or its nominees by means of a form of transfer or other instrument or instruction of transfer and, to give effect to such transfers, any person may be appointed by Bidco, and is hereby authorised on behalf of the holder or holders concerned, to execute and deliver as transferor an instrument of transfer of, or give any instructions to transfer, any Scheme Shares and every instrument or instruction of transfer so executed or instruction given shall be effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such instrument, form or instruction of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Bidco and/or its nominee(s), together with the legal interest in such Scheme Shares, pursuant to such instruction, form or instrument of transfer.
- (C) Pending the registration of Bidco or its nominee(s) as the holder of any Scheme Share to be transferred pursuant to this Scheme, Bidco shall be empowered upon and with effect from the Effective Date to appoint any person to act as attorney or, failing that, agent on behalf of each holder of any such Scheme Share in accordance with such directions as Bidco may give in relation to any dealings with or disposal of such share (or any interest in such share), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and the

registered holder of such Scheme Share shall exercise all rights attaching thereto in accordance with the directions of Bidco but not otherwise.

2. Consideration for the transfer of Scheme Shares

In consideration for the transfer of the Scheme Shares to Bidco and/or its nominee(s) referred to in sub-clause 1(A), Bidco shall, subject as provided below, pay or procure that there shall be paid to or for the account of each Scheme Shareholder:

for each Scheme Share

185 pence in cash

3. Share certificates and cancellation of CREST entitlements

With effect from and including the Effective Date,

- (A) all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in the certificates and every holder of Scheme Shares shall be bound by the request of Premier Farnell to deliver up the same to Premier Farnell, or, as it may direct, to destroy the same;
- (B) Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form; and
- (C) subject to completion of any form of transfer or other instrument or instruction of transfer as may be required in accordance with paragraph 1(B) above, appropriate entries will be made in the register of members of Premier Farnell to reflect the transfer of the Scheme Shares to Bidco (and/or its nominee(s)).

4. Despatch of consideration

- (A) No later than 14 days after the Effective Date (or such other period as may be approved by the Panel), Bidco shall:
 - (i) in the case of the Scheme Shares which at the Scheme Record Time are in certificated form, despatch, or procure the despatch of, to the persons entitled thereto in accordance with the provisions of sub-clause 4(B), cheques for the sums payable to them respectively in accordance with clause 2; and
 - (ii) in the case of the Scheme Shares which at the Scheme Record Time are in uncertificated form, ensure that Computershare Investor Services is instructed to create, through Euroclear, an assured payment obligation in respect of the sums payable in accordance with the CREST assured payment arrangements, provided that Bidco shall be entitled to make payment of the consideration by cheque as aforesaid in sub-clause 4(A)(i) if, for any reason, it wishes to do so.
- (B) All deliveries of cheques required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or by international standard post, if overseas) in pre-paid envelopes addressed to the persons entitled thereto at their respective registered addresses as appearing in the register of members of Premier Farnell at the Scheme Record Time (or in the case of any joint holders, at the address of one of the joint holders whose name stands first in the register of members of Premier Farnell in respect of such joint holding) and none of Premier Farnell, Bidco or their respective agents or nominees or the Premier Farnell Registrars shall be responsible for any loss or delay in the transmission of any cheques sent in accordance with this sub-clause 4(B) which shall be sent at the risk of the person or persons entitled thereto.
- (C) All cheques shall be in Sterling and made payable to the person or persons to whom, in accordance with the foregoing provisions of this clause 4, the envelope containing the same is addressed (save that, in the case of joint holders, Bidco reserves the right to make the cheque payable to all joint holders), and the encashment of any such cheque shall be a complete discharge of Bidco's obligation under this Scheme to pay the monies represented thereby.
- (D) In respect of payments made through CREST, Bidco shall ensure that Euroclear is instructed to create an assured payment obligation in accordance with the CREST assured payment arrangements. The creation of such an assured payment obligation shall be a complete discharge of Bidco's obligation under this Scheme with reference to the payments made through CREST.

- (E) In the case of any Scheme Shares issued or transferred under the Premier Farnell Share Plans after the Court Hearing and before the Scheme Record Time, Bidco may satisfy the consideration due to the relevant Scheme Shareholders under clause 2 by the payment to Premier Farnell of the aggregate consideration no later than 14 days after the Effective Date and Premier Farnell will procure that any such sums paid to it are paid to the relevant Scheme Shareholders through the payroll of the relevant Scheme Shareholders' employing company as soon as practicable and subject to all deductions or withholdings required by law (including applicable income tax and social security contributions).
- (F) The preceding paragraphs of this clause 4 shall take effect subject to any prohibition or condition imposed by law.

5. Dividend mandates

Each mandate relating to the payment of dividends on any Scheme Shares and other instructions given to Premier Farnell by Scheme Shareholders in force at the Scheme Record Time shall, as from the Effective Date, cease to be valid.

6. Operation of this Scheme

- (A) This Scheme shall become effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration.
- (B) Unless this Scheme has become effective on or before 30 April 2017, or such later date (if any) as Bidco and Premier Farnell may agree and (if required) the Panel and the Court may allow, this Scheme shall never become effective.

7. Modification

Premier Farnell and Avnet may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Code.

8. Governing law

This Scheme is governed by English law and is subject to the jurisdiction of English courts. The rules of the Code will apply to this Scheme on the basis provided in the Code.

Dated: 19 August 2016

PART FIVE
FINANCIAL INFORMATION

1. Avnet Group financial information incorporated by reference

The following sets out the financial information in respect of the Avnet Group required by Rule 24.3 of the Code. The documents referred to below are incorporated into this document by reference pursuant to Rule 24.15 of the Code.

Information incorporated by Hyperlinks reference

Trading update for the
fourth quarter of the
financial year ending

2 July 2016 [http://files.shareholder.com/downloads/
AVT/2608168749x0x904236/1848DEEF-BB58-40EE-83EB-
C729BD0211E8/avt_CFO_final.pdf](http://files.shareholder.com/downloads/AVT/2608168749x0x904236/1848DEEF-BB58-40EE-83EB-C729BD0211E8/avt_CFO_final.pdf)

Trading update for the
third quarter of the
financial year ending

2 July 2016 [http://files.shareholder.com/downloads/
AVT/2608168749x0x888367/BAC7D341-8DD3-4241-AF50-
176D17743111/Q3FY16_CFOReviw_Final.pdf](http://files.shareholder.com/downloads/AVT/2608168749x0x888367/BAC7D341-8DD3-4241-AF50-176D17743111/Q3FY16_CFOReviw_Final.pdf)

Trading update for the
second quarter of the
financial year ending

2 July 2016 [http://files.shareholder.com/downloads/
AVT/2608168749x0x871988/270901D7-9E69-465B-B12D-526EE3B1F34C/
Q2FY16_CFOReviw_Final.pdf](http://files.shareholder.com/downloads/AVT/2608168749x0x871988/270901D7-9E69-465B-B12D-526EE3B1F34C/Q2FY16_CFOReviw_Final.pdf)

Trading update for the
first quarter of the
financial year ending

2 July 2016 [http://files.shareholder.com/downloads/
AVT/2608168749x0x857296/391054E8-FE48-44AB-821D-C1F3299504DF/
Q1FY16_CFOReviw_FINAL.pdf](http://files.shareholder.com/downloads/AVT/2608168749x0x857296/391054E8-FE48-44AB-821D-C1F3299504DF/Q1FY16_CFOReviw_FINAL.pdf)

Annual Report and

Accounts 2014/15 <http://ir.avnet.com/secfiling.cfm?filingID=1558370-15-1540&CIK=8858>

2. Bidco financial information

As Bidco was incorporated on 10 August 2016, no financial information is available or has been published in respect of it. Bidco has not traded since its date of incorporation. There are no current ratings or outlooks publicly accorded to Bidco by rating agencies. Bidco has paid no dividends and has not entered into any obligations other than in connection with the Acquisition and the financing of the Acquisition summarised in paragraph 11 of Part Seven of this document. As at the date of this document, the issued share capital of Bidco was 1 ordinary share of £1.00.

3. Effect of Scheme becoming effective on the Avnet Group

As a result of and following completion of the Acquisition, the Avnet Group will consolidate Premier Farnell's assets and liabilities. Further, the liabilities of the Avnet Group are expected to increase as it will incur debt in order to fund the Acquisition. The Acquisition is expected to be accretive to earnings per Avnet share immediately from completion, even before considering further positive effects from any synergies realised. This statement should not be construed as a profit forecast or be interpreted to mean that the future earnings per share, profits, margins or cash flows of the Combined Group will necessarily be greater or less than the historic published earnings per share, profits, margins or cash flows of the Avnet Group.

4. Premier Farnell financial information incorporated by reference

The following sets out the financial information in respect of Premier Farnell as required by Rule 24.3 of the Code. The following documents, the contents of which have previously been announced through a Regulatory Information Service, are incorporated by reference into this document pursuant to Rule 24.15 of the Code:

Information incorporated by Hyperlinks reference

Trading update for first quarter of the financial year ending 29 January 2017	http://www.premierfarnell.com/sites/default/files/attachments/pdf/q1-trading-update-14-06-2016.pdf
Annual Report and Accounts 2015/16	http://www.premierfarnell.com/sites/default/files/reports/PF-ARA-2016.pdf
Annual Report and Accounts 2014/15	http://www.premierfarnell.com/sites/default/files/reports/PF_ARA_2015.pdf

5. Hard copies

A person who has received this document may request a hard copy of any documents or information incorporated by reference into this document.

Recipients of this document may request hard copies of the above-referenced financial information relating to Premier Farnell by contacting Computershare Investor Services on 0370 707 1648 (calls to this number from the UK will be charged at the standard national rate plus network extras) or on +44 (0) 370 707 1648 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate). Computershare Investor Services is open between 8.30 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales.

Hard copies of the above-referenced financial information will not be sent to recipients of this document unless specifically requested.

6. No incorporation of website information

Save as expressly referred to in this document, neither the content of the Premier Farnell website or the Avnet website, nor the content of any website accessible from hyperlinks on the Premier Farnell website or the Avnet website, is incorporated into, or forms part of, this document.

PART SIX

ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS

1. General

This document has been prepared for the purposes of complying with English law, the Code and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside the UK.

It is the responsibility of any person into whose possession this document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

This document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful.

Overseas shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

2. US securities laws

The Acquisition relates to the shares of an English company and is being effected by means of a scheme of arrangement under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the proxy solicitation or tender offer rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure requirements, style and format of US proxy solicitation or tender offer rules. However, Bidco reserves the right, subject to the prior consent of the Panel and in accordance with the Bid Conduct Agreement, to elect to implement the Acquisition by means of a takeover offer for the entire issued and to be issued share capital of Premier Farnell, as an alternative to the Scheme. If Bidco were to elect to implement the Acquisition by means of a takeover offer, it shall be made in compliance with all applicable laws and regulations. If such a takeover offer is required to be made in the United States, it will be done in compliance with the applicable tender offer rules under the US Exchange Act, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. In addition to any such takeover offer, Bidco, certain affiliated companies or their nominees or brokers (acting as agents) may, in accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, make certain purchases of, or arrangements to purchase, Premier Farnell Shares other than pursuant to the Offer, until the date on which the Offer and/or the Scheme becomes effective, lapses or is withdrawn. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the US Exchange Act. Such purchases or arrangements to purchase may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory News Service of the London Stock Exchange and will be available on the London Stock Exchange website at <http://www.londonstockexchange.com/prices-and-news/prices-news/home.htm>.

The information contained in this document has neither been approved nor disapproved by the SEC or any US state securities commission. Neither the SEC, nor any state securities commission, has passed upon the fairness or merits of the proposal described in, nor upon the accuracy or adequacy of the information contained in, this document. Any representation to the contrary is a criminal offence in the United States.

The financial information included in this document has been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to the financial statements of US companies. US generally accepted accounting principles differ in certain respects from IFRS used in the United Kingdom. None of the financial information in this document has been audited in accordance with auditing standards generally accepted in the United States or the auditing standards of the Public Accounting Oversight Board (United States).

The receipt of cash pursuant to the Acquisition by a US Shareholder as consideration pursuant to the terms of the Acquisition may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Premier Farnell Shareholder is

urged to consult his independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to him or her.

3. US taxation

Certain US federal income tax considerations

The following discussion is a summary of certain material US federal income tax considerations for US Scheme Shareholders (as defined below) that receive cash for their Scheme Shares. This summary is not a comprehensive description of all tax considerations that may be relevant to any particular holder. It addresses only US Scheme Shareholders that hold Scheme Shares as capital assets and use the US Dollar as their functional currency. It does not address the tax treatment of US Scheme Shareholders subject to special rules, such as banks, dealers, traders in securities that mark-to-market, insurance companies, tax-exempt entities, regulated investment companies, real estate investment trusts, individual retirement accounts and other tax-deferred accounts, persons that at any time have held ten per cent. (10 per cent.) or more of the voting stock of Premier Farnell (directly, indirectly or constructively), US expatriates, persons holding Scheme Shares as part of a hedging, straddle, conversion, integrated, constructive sale or constructive ownership transaction, persons whose Scheme Shares were received in connection with the performance of services, partnerships (or other entities or arrangements treated as partnerships for US federal income tax purposes) and partners in such partnerships or persons liable for the alternative minimum tax. This summary does not address US state and local, and non-US or other tax considerations.

For the purposes of this summary, you are a “US Scheme Shareholder” if you are: (1) an individual citizen of the United States or a resident alien of the United States as determined for US federal income tax purposes; (2) a corporation (or other entity treated as a corporation for US federal income tax purposes) created or organised under the laws of the United States or any state of the United States or the District of Columbia; (3) an estate the income of which is subject to US federal income taxation regardless of its source; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over its administration and one or more US persons have authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury regulations to be treated as a US person.

This summary is based on the Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as of the date of this document and all subject to change at any time, possibly with retroactive effect. We have not requested, and will not request, an opinion of counsel or a ruling from the United States Internal Revenue Service (the **IRS**) with respect to any of the US federal income tax consequences described below; there can be no assurance that the IRS will not disagree with or challenge any of the conclusions we have reached and described in this document.

The US federal income tax treatment of a partner in a partnership (or equity holder in any other pass-through entity) that holds Scheme Shares will depend on the status of the partner (equity holder) and the activities of the partnership (entity). Partnerships (and other pass-through entities) should consult their tax advisers concerning the US federal income tax consequences to their partners (equity holders) of participating in the Scheme.

THE SUMMARY OF US FEDERAL INCOME TAX CONSIDERATIONS SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL US SCHEME SHAREHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE SCHEME INCLUDING THE APPLICABILITY AND EFFECT OF US STATE AND LOCAL NON-US OR OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

This discussion assumes that Premier Farnell is not, and never has been, a Passive Foreign Investment Company (**PFIC**) for US federal income tax purposes. If it were determined that Premier Farnell is or has been a PFIC, the US federal income tax consequences of the Scheme generally would be materially less favourable to US Scheme Shareholders than those described below.

Disposition of Scheme Shares

A US Scheme Shareholder generally will recognise capital gain or loss on the disposition of Scheme Shares equal to the difference between the US Scheme Shareholder’s adjusted tax basis and the amount realised. A US Scheme Shareholder’s adjusted tax basis in the Scheme Shares generally will be the US Dollar value of the amount paid to purchase the Scheme Shares on the date of purchase.

The amount realised will be the US Dollar value of the pounds sterling received by the US Scheme Shareholder. Gain or loss on the disposition of the Scheme Shares generally will be long-term capital gain or loss if, at the time of disposition, the US Scheme Shareholder has held the Scheme Shares for more than one year. US Scheme Shareholders who are individuals, trusts or estates may be entitled to a preferential tax rate on long-term capital gains. Deductions for capital losses are subject to limitations. Any gain or loss realised on disposition of Scheme Shares generally will be treated as arising from US sources.

The date for determining the US Dollar value of the amount realised in pounds sterling depends on whether special rules for sales of securities traded on an established securities market apply. Although it is believed that the Scheme Shares currently are traded on such markets, the rules might not apply here because a sale pursuant to the Scheme is not a transaction on those markets. If the special rules apply, cash method and electing accrual method US Scheme Shareholders would determine the US dollar value of the pounds sterling received as of the settlement date. If the rules do not apply (and in the case of non-electing accrual method US Scheme Shareholders even if they do apply), all US Scheme Shareholders would determine the US dollar value of the pounds sterling received as of the Effective Date and would recognise US source foreign currency gain or loss (taxable as ordinary income or loss) on the settlement date equal to any difference between the US Dollar value of the amount received based on the exchange rates on the Effective Date and the settlement date.

A US Scheme Shareholder will have a tax basis in the pounds sterling received by such shareholder on disposition of Scheme Shares equal to the US Dollar value of the pounds sterling on the date of receipt. Any gain or loss on a subsequent conversion or disposition of those pounds sterling generally will be US source ordinary gain or loss.

Additional Tax on Passive Income

An additional 3.8 per cent. (3.8 per cent.) tax will generally be imposed on the “net investment income” of individuals, estates and trusts whose income exceeds certain thresholds. “Net investment income” generally includes the following: (1) gross income from interest and dividends other than from the conduct of a non-passive trade or business; (2) other gross income from a passive trade or business; and (3) net gain attributable to the disposition of property other than property held in a non-passive trade or business. Therefore capital gains from the disposition of Scheme Shares may be subject to this additional tax.

Backup Withholding and Information Reporting

Proceeds from the disposition of Scheme Shares, by a US paying agent or other US (or certain US-related) intermediaries will be reported to the IRS and to the US Scheme Shareholder as may be required under applicable regulations. In addition, payments that are subject to information reporting may be subject to backup withholding if the US Scheme Shareholder fails to comply with all applicable taxpayer identification and certification requirements (generally by providing the relevant paying agent or intermediary an IRS Form W-9). Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules are available to be credited against a US Scheme Shareholder’s US federal income tax liability and may be refunded to the extent they exceed such liability, provided the required information is provided to the IRS in a timely fashion.

Certain US Scheme Shareholders who are individuals may be required to report information relating to Scheme Shares to the IRS, subject to certain exceptions (including an exception for Scheme Shares held in accounts maintained by certain financial institutions). US Scheme Shareholders are urged to consult their tax advisers regarding their reporting requirements.

4. UK taxation of certain overseas shareholders

The comments below are based on current UK legislation and what is understood to be HMRC practice, both of which are subject to change, possibly with retrospective effect.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, AND IN PARTICULAR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

Non-UK Holders should not be subject to United Kingdom taxation of chargeable gains in respect of the Scheme (though they may be subject to foreign taxation, depending on their personal circumstances). No

UK stamp duty or SDRT should be payable by Non-UK Holders on the transfer of their Premier Farnell Shares under the Scheme.

References above to “Non-UK Holders” are to Premier Farnell Shareholders who are not resident for tax purposes in the United Kingdom, have not within the past five years been resident or ordinarily resident for tax purposes in the United Kingdom and are not carrying on a trade (or profession or vocation) in the United Kingdom.

PART SEVEN

ADDITIONAL INFORMATION ON PREMIER FARNELL, AVNET AND BIDCO

1. Responsibility

- 1.1 The Premier Farnell Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this document other than the information for which responsibility is taken by others pursuant to paragraph 1.2 of this Part Seven. To the best of the knowledge and belief of the Premier Farnell Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 William J. Amelio (Chief Executive Officer of Avnet), Gerry Fay (Senior Vice President of Avnet), Kevin Moriarty (Chief Financial Officer of Avnet) and Erin Lewin (General Counsel of Avnet) (**the Avnet Responsible Persons**) accept responsibility for the information contained in this document relating to Avnet, the Avnet Group (including Bidco), the Avnet Directors, the Bidco Directors and their respective immediate families and the related trusts of and persons connected with the Avnet Directors or the Bidco Directors, and persons deemed to be acting in concert with Bidco (as such term is defined in the Code). To the best of the knowledge and belief of the Avnet Responsible Persons (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- 2.1 The Premier Farnell Directors and their respective positions are:

<u>Name</u>	<u>Position</u>
Val Gooding	Non-Executive Chairman
Jos Opdeweegh	Chief Executive Officer
Paul Withers	Non-Executive Director
Thomas Reddin	Non-Executive Director
Peter Ventress	Non-Executive Director
Gary Hughes	Non-Executive Director
Geraint Anderson	Non-Executive Director

The business address of each of the Premier Farnell Directors is Farnell House, Forge Lane, Leeds, United Kingdom, LS12 2NE.

The company secretary of Premier Farnell is Steven Webb.

- 2.2 The Bidco Directors and their respective positions are:

<u>Name</u>	<u>Position</u>
Kevin Moriarty	Director
Erin Lewin	Director

The business address of each of the Bidco Directors is 20 Kouterveldstraat, Diegem B-1931, Belgium.

Bidco does not have a company secretary.

Bidco is a limited liability company with its registered office at Avnet House, Rutherford Close, Meadway, Stevenage, Hertfordshire SG1 2EF, United Kingdom.

2.3 The Avnet Directors and their respective positions in Avnet are:

<u>Name</u>	<u>Position</u>
William H. Schumann III	Chairman
Rodney C. Adkins	Director
William J. Amelio	Director
J. Veronica Biggins	Director
Michael A. Bradley	Director
R. Kerry Clark	Director
James A. Lawrence	Director
Avid Modjtabai	Director
Ray M. Robinson	Director

The business address of each of the Avnet Directors is 2211 S. 47th Street, Phoenix, Arizona.

3. Disclosures in respect of Premier Farnell securities, Bidco securities and Avnet common stock

3.1 For the purposes of this paragraph 3, paragraphs 4 to 7 and paragraph 14:

- (A) **acting in concert** has the meaning given to it in the Code;
- (B) **arrangement** includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;
- (C) **dealing** has the meaning given to it in the Code;
- (D) **derivative** has the meaning given to it in the Code;
- (E) **disclosure period** means the period beginning on 14 June 2015 (being the date that is 12 months before the commencement of the offer period) and ending on the Latest Practicable Date;
- (F) **interest** or **interests** in relevant securities shall have the meaning given to it in the Code and references to interests of Bidco Directors or interests of Premier Farnell Directors in relevant securities shall include all interests of any other person whose interests in shares the Bidco Directors or, as the case may be, the Premier Farnell Directors, are taken to be interested in pursuant to Part 22 of the Act;
- (G) **offer period** means the period commencing on 14 June 2016 and ending on the Latest Practicable Date;
- (H) **relevant Bidco securities** means relevant securities (such term having the meaning given to it in the Code in relation to an offeror) of Bidco including equity share capital in Bidco (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and
- (I) **relevant Premier Farnell securities** means relevant securities (such term having the meaning given to it in the Code in relation to an offeree) of Premier Farnell including equity share capital of Premier Farnell (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof.

3.2 Save in respect of the irrevocable undertakings referred to in paragraph 9 below, as at the close of business on the Latest Practicable Date, neither Avnet or Bidco, nor any Avnet Director or any Bidco Director, nor, so far as either Avnet or Bidco is aware, any person acting in concert (within the meaning of the Code) with it nor any person with whom it or any person acting in concert with it has an arrangement has: (i) any interest in or right to subscribe for any relevant Premier Farnell securities, (ii) any short positions in respect of relevant Premier Farnell securities (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; or (iii) borrowed or lent any relevant Premier Farnell securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code).

3.3 As at the Latest Practicable Date, the Premier Farnell Directors held the following interests in, or rights to subscribe in respect of, relevant Premier Farnell securities:

Issued Share Capital

<u>Name</u>	<u>Number of Premier Farnell Shares</u>
Val Gooding	19,903
Jos Opdeweegh	—
Paul Withers	70,000
Thomas Reddin	15,000
Peter Ventress	15,000
Gary Hughes	10,500
Geraint Anderson	—

Share options and share awards

<u>Name</u>	<u>Share Plan</u>	<u>Number of Premier Farnell Shares</u>	<u>Vesting date</u>	<u>Exercise price (p)</u>
Jos Opdeweegh	Premier Farnell Performance Share Plan 2010	683,544	11 April 2019	—
	Premier Farnell Executive Share Option Plan 2010	683,544	11 April 2019	118.5

3.4 As at the Latest Practicable Date, the following person acting in concert with Premier Farnell held the following interests in, or rights to subscribe in respect of, relevant Premier Farnell securities:

<u>Name</u>	<u>Number of Premier Farnell Shares</u>
Premier Farnell Corp. Master Pension Fund	2,322,998

3.5 As at the Latest Practicable Date, the Premier Farnell Directors held the following interests in, or rights to subscribe in respect of, Avnet common stock:

<u>Name</u>	<u>Avnet common stock (nominal value of \$1)</u>
Jos Opdeweegh	486

3.6 During the offer period, Premier Farnell and the Premier Farnell Directors have not dealt in Avnet common stock, other than as follows:

<u>Name</u>	<u>Date</u>	<u>Transaction</u>	<u>Avnet common stock (nominal value of \$1)</u>	<u>Price (\$)</u>
Jos Opdeweegh	14 June 2016	Sale	128	41.74

3.7 Save as disclosed above, as at the close of business on the Latest Practicable Date, so far as Premier Farnell is aware, neither any person acting in concert (within the meaning of the Code) with it, nor any person with whom Premier Farnell or any person acting in concert with Premier Farnell has an arrangement has: (i) any interest in or right to subscribe for any relevant Premier Farnell securities; (ii) any short positions in respect of relevant Premier Farnell securities (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; or (iii) borrowed or lent any relevant Premier Farnell securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code).

4. Interests and Dealings—General

4.1 Save as disclosed in paragraph 3 above, as at the Latest Practicable Date:

- (A) no member of the Avnet Group had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities nor has any

member of the Avnet Group dealt for value in any relevant Premier Farnell securities during the disclosure period;

- (B) none of the Avnet Directors or Bidco Directors had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities, nor has any such person dealt for value in any relevant Premier Farnell securities or during the disclosure period;
- (C) no person deemed to be acting in concert with Avnet or Bidco had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities, nor has any such person dealt for value in any relevant Premier Farnell securities, during the disclosure period;
- (D) no person who has an arrangement with Avnet or Bidco had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities, nor has any such person dealt for value in any relevant Premier Farnell securities during the disclosure period; and
- (E) neither Avnet nor Bidco, nor any person acting in concert with it, has borrowed or lent any relevant Premier Farnell securities, save for any borrowed shares which have been either on-lent or sold.

4.2 Save as disclosed in paragraph 3 above, as at the Latest Practicable Date:

- (A) no member of the Premier Farnell Group had any interest in, right to subscribe in respect of or any short position in relation to relevant Bidco securities or Avnet common stock nor has any such person dealt for value in any relevant Premier Farnell securities, relevant Bidco securities or Avnet common stock during the offer period;
- (B) none of the Premier Farnell Directors had any interest in, right to subscribe in respect of, or any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities, relevant Bidco securities or Avnet common stock nor has any such person dealt for value in any relevant Premier Farnell securities, relevant Bidco securities or Avnet common stock during the offer period;
- (C) no person deemed to be acting in concert with Premier Farnell had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities, nor has any such person dealt for value in any relevant Premier Farnell securities during the offer period;
- (D) no person who has an arrangement with Premier Farnell had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of relevant Premier Farnell securities, nor has any such person dealt for value in any relevant Premier Farnell securities during the offer period; and
- (E) neither Premier Farnell, nor any person acting in concert with Premier Farnell has borrowed or lent any relevant Premier Farnell securities, save for any borrowed shares which have been either on-lent or sold.

4.3 Save as disclosed in this document, no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the resolutions to be proposed at the General Meeting.

4.4 Save as disclosed in this document, none of: (i) Avnet, Bidco or any person acting in concert with either Avnet or Bidco; or (ii) Premier Farnell or any person acting in concert with Premier Farnell, has, in either case, any arrangement in relation to relevant securities.

4.5 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Avnet, Bidco or, in either case, any person acting in concert with it and any of the Premier Farnell Directors or the recent directors, shareholders or recent

shareholders of Premier Farnell having any connection with or dependence upon or which is conditional upon the Acquisition.

- 4.6 Save as disclosed in this document, there is no agreement, arrangement or understanding whereby the beneficial ownership of any Premier Farnell Shares to be acquired by Bidco pursuant to the Scheme will be transferred to any other person, however Bidco reserves the right to transfer any such shares to any member of the Avnet Group.
- 4.7 No relevant securities of Premier Farnell have been redeemed or purchased by Premier Farnell during the disclosure period.

5. Directors' service contracts and emoluments

5.1 Executive Director

The particulars of the executive director service contract between Premier Farnell and the executive director are set out below. Save as set out below, no such contract has been entered into or amended during the six months preceding publication of this document.

Jos Opdeweegh

Jos Opdeweegh's service contract dated 15 March 2016 (and amended on 13 April 2016) provides for his appointment to commence on 11 April 2016 and to continue unless and until terminated by himself or Premier Farnell. The contract is terminable by Mr Opdeweegh on six months' notice or by Premier Farnell on 18 months' notice (provided that, with effect from 11 April 2017, the notice period required to be given by Premier Farnell is to be reduced by one month for each two months that elapse after 11 April 2017 until the required notice period reaches 12 months, at which point it will not reduce any further).

Under the terms of the contract, Mr Opdeweegh is entitled to a basic salary of £540,000 per annum and reimbursement for all reasonable and properly documented expenses incurred in performing duties of office. Mr Opdeweegh will be allowed to participate in bonus schemes for executives of comparable status and is eligible to participate in Premier Farnell's current annual incentive bonus program up to a maximum aggregate annual award of 160% of his basic salary based upon the achievement of Premier Farnell performance targets and personal performance objectives. He will also receive a monthly cash car allowance of £15,000 per annum.

Mr Opdeweegh may elect to have defined contributions made to the Premier Farnell UK Pension Scheme (to be equal to 16 per cent. of his basic salary, provided that he makes contributions equal to the required percentage of his basic salary) or for some alternate arrangement to take a cash allowance in lieu of pension provision, up to the amount of Premier Farnell's contribution in respect of the Premier Farnell UK Pension Scheme.

In addition, Mr Opdeweegh is entitled to participate (at Premier Farnell's expense) in Premier Farnell's life insurance scheme, private medical expenses insurance scheme and permanent health insurance scheme and may be invited to participate in Premier Farnell's share option schemes or performance share plans. He is eligible to participate in the Premier Farnell Performance Share Plan 2010, as amended (the **2010 PSP**). The terms of the contract provide that Mr Opdeweegh was entitled to receive an award under the 2010 PSP with a value equivalent to 150 per cent. of his basic salary (as a nil-cost option) as soon as practicable after 11 April 2016. He is also eligible to receive a further share award under the 2010 PSP with a value equivalent to 100 per cent of his basic salary 12 months after the first award. In subsequent financial years, he will be considered for a discretionary annual award under the 2010 PSP of up to 100 per cent. of his basic salary. In addition, under the terms of the contract, Mr Opdeweegh was entitled to a one-off award of options under Premier Farnell's Executive Share Option Plan 2010, as amended, with an aggregate value at date of grant equivalent to 150 per cent. of his basic salary as soon as practicable after 11 April 2016. The award under the 2010 PSP and the one-off award of options were granted to Mr Opdeweegh on 11 April 2016, subject to performance conditions.

During the first two years of Mr Opdeweegh's employment, Premier Farnell will provide him with an annual gross relocation allowance of £200,000, to be paid in 24 monthly instalments at the same time as his salary. Premier Farnell will also provide him with tax advisers and assistance with completion of tax returns in both the United States and the United Kingdom at a total cost of up to £10,000 per annum for so long as this is reasonably required. All amounts paid to Mr Opdeweegh or expenses borne by Premier Farnell pursuant to this paragraph will be subject to tax and national insurance payable by Mr Opdeweegh and will

be recoverable in the event that Premier Farnell terminates his employment by summary notice, immediately and without compensation (see below) or in the event that Mr Opdeweegh gives notice to Premier Farnell to terminate his employment within his first three years of employment.

Premier Farnell may, by summary notice, terminate Mr Opdeweegh's employment immediately and without compensation in certain prescribed scenarios. Premier Farnell may also terminate his employment immediately by summary notice in writing without compensation if Mr Opdeweegh becomes incapacitated from performing all or any of his duties by illness or injury for a period exceeding 28 weeks in any period of 12 months. In addition, Premier Farnell may terminate Mr Opdeweegh's employment with immediate effect by: (i) giving him written notice; (ii) paying him a termination payment equivalent to his basic salary in lieu of notice; and (iii) either continuing to provide him with his contractual benefits (excluding pension and bonus) or paying him the equivalent of such contractual benefits and making a pension contribution on his behalf equivalent to the contributions Premier Farnell would otherwise have made.

Mr Opdeweegh's service contract provides that, after notice of termination of employment has been given, he shall continue to be paid and enjoy his full contractual benefits until his employment terminates. Any bonus normally ceases to be receivable once notice is given.

5.2 *Non-Executive Directors*

The particulars of the non-executive director appointment letters between Premier Farnell and the non-executive directors are set out below. Save as set out below, no such contract has been entered into or amended during the six months preceding publication of this document:

<u>Name of Director</u>	<u>Date of contract</u>	<u>Unexpired term of directorship</u>	<u>Notice periods</u>	<u>Remuneration (salary and other benefits)</u>	<u>Compensation upon early termination</u>
Val Gooding . . .	19 June 2014	Appointment commences on 17 June 2014 and expires at the close of Premier Farnell's annual general meeting in 2017, unless otherwise terminated earlier by and at the discretion of either party.	None prescribed	£160,000 per annum, increased to £172,000 with effect from 1 July 2014 Reimbursement for all reasonable and properly documented expenses incurred in performing duties of office	The director has no claim against Premier Farnell on termination or expiry of appointment.
Gary Hughes . . .	18 September 2014	Appointment commences on 1 November 2014 and expires at the close of Premier Farnell's annual general meeting in 2017, unless otherwise terminated earlier by and at the discretion of either party.	None prescribed	£61,264 per annum Reimbursement for all reasonable and properly documented expenses incurred in performing duties of office	The director has no claim against Premier Farnell on termination or expiry of appointment.
Thomas Reddin .	18 September 2013	Appointment commences on 14 June 2016 and expires at the close of Premier Farnell's annual general meeting in 2017, unless otherwise terminated earlier by and at the discretion of either party. ³	None prescribed	£83,264 per annum Reimbursement for all reasonable and properly documented expenses incurred in performing duties of office	The director has no claim against Premier Farnell on termination or expiry of appointment.

³ Thomas Reddin's previous appointment commenced on 18 June 2013 and expired at the close of Premier Farnell's annual general meeting in 2016, under the terms of an appointment letter dated 18 September 2013. Such appointment was on substantially the same terms as his current appointment.

Name of Director	Date of contract	Unexpired term of directorship	Notice periods	Remuneration (salary and other benefits)	Compensation upon early termination
Paul Withers . . .	16 June 2015	Appointment commences on 14 June 2016 and expires at the close of Premier Farnell's annual general meeting in 2017, unless otherwise terminated earlier by and at the discretion of either party. ⁴	None prescribed	£67,264 per annum Reimbursement for all reasonable and properly documented expenses incurred in performing duties of office	The director has no claim against Premier Farnell on termination or expiry of appointment.
Peter Ventress . . .	17 September 2013	Appointment commences on 14 June 2016 and expires at the close of Premier Farnell's annual general meeting in 2019, unless otherwise terminated earlier by and at the discretion of either party. ⁵	None prescribed	£51,264 per annum Reimbursement for all reasonable and properly documented expenses incurred in performing duties of office	The director has no claim against Premier Farnell on termination or expiry of appointment.
Geraint Anderson . . .	9 November 2015	Appointment commences on 9 November 2015 and expires at the close of Premier Farnell's annual general meeting in 2018, unless otherwise terminated earlier by and at the discretion of either party.	None prescribed	£51,264 per annum Reimbursement for all reasonable and properly documented expenses incurred in performing duties of office	The director has no claim against Premier Farnell on termination or expiry of appointment.

There are no provisions for compensation payments on early termination in the Premier Farnell Non-Executive Directors' terms and conditions of employment.

5.3 Premier Farnell Directors' appointments are subject to election at the first annual general meeting following the appointment and re-election by shareholders at each subsequent annual general meeting.

5.4 The fees payable to Premier Farnell Directors are subject to annual review by the Premier Farnell Board or the remuneration committee of the Premier Farnell Board, as applicable.

5.5 Save as disclosed above:

- (A) no Premier Farnell Director is entitled to commission or profit sharing arrangements;
- (B) other than statutory compensation and payment in lieu of notice, no compensation is payable by Premier Farnell to any Premier Farnell Director upon early termination of their appointment; and
- (C) there are no service contracts or letters of appointment between any Premier Farnell Director or proposed director of Premier Farnell and any member of the Premier Farnell Group and no such contract or letter of appointment has been entered into or amended within the six months preceding the date of this document.

5.6 Save as set out in this document, the effect of the Scheme on the interests of the Premier Farnell Directors does not differ from its effect on the like interests of any other holder of Scheme Shares.

⁴ Paul Withers' previous appointment commenced on 16 June 2015 and expired at the close of Premier Farnell's annual general meeting in 2016, under the terms of an appointment letter dated 16 June 2015. Such appointment was on substantially the same terms as his current appointment.

⁵ Peter Ventress' previous appointment commenced on 1 October 2013 and expired at the close of Premier Farnell's annual general meeting in 2016, under the terms of an appointment letter dated 17 September 2013. Such appointment was on substantially the same terms as his current appointment.

6. Market quotations

6.1 The following table shows the closing middle market prices for Premier Farnell Shares as derived from the Official List for the first dealing day of each month from January 2016 to August 2016 inclusive, for 13 June 2016 (being the last business day before Datwyler announced its offer), for 27 July 2016 (being the last business day before the Announcement) and for the Latest Practicable Date:

<u>Date</u>	<u>Premier Farnell Share price (p)</u>
4 January 2016	99.5
1 February 2016	98.0
1 March 2016	121.5
1 April 2016	115.0
3 May 2016	118.3
1 June 2016	115.8
13 June 2016	109.3
1 July 2016	164.5
27 July 2016	164.5
1 August 2016	192.0
17 August 2016	192.0

7. Material contracts

7.1 *Avnet Group material contracts*

Save for the offer related arrangements described at paragraph 8 below and the financing agreements described at paragraph 11 below, no member of the Avnet Group (including Bidco) has, during the period beginning on 1 July 2014 and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

7.2 *Premier Farnell material contracts*

Save as disclosed below, no member of the Premier Farnell Group has, during the period beginning on 1 July 2014 and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Premier Farnell Group in the period beginning on 1 July 2014 and ending on the Latest Practicable Date.

Sale Agreement for CadSoft Computer GmbH

On 17 June 2016, Premier Farnell (as seller's guarantor) entered into an agreement with Celdis Limited (**Celdis**) (as seller) and Autodesk Development B.V. (**Autodesk**) (the **Cadsoft Sale Agreement**), pursuant to which Celdis agreed to sell its entire holding of shares in CadSoft Computer GmbH (**Cadsoft** and the shares, the **Cadsoft Shares**) to Autodesk. Under the Cadsoft Sale Agreement, certain assets used in connection with Cadsoft's business and held by Newark Corporation, Premier Farnell and eluomeng Limited (the **Sale Assets**), would also be transferred at the closing to Autodesk pursuant to certain transfer agreements. The sale of the Cadsoft Shares and Sales Assets was subject to the satisfaction of certain conditions. Each of Newark Corporation and eluomeng Limited is a subsidiary of Premier Farnell.

The consideration for the Cadsoft Shares and Sale Assets is payable in cash and is not subject to post-completion adjustment mechanics. The Cadsoft Sale Agreement contains representations and warranties from Celdis to Autodesk with respect to itself and Cadsoft, relating to, amongst other things, power, authorisation and validity, together with additional business, litigation and tax warranties as are customary for a transaction of this nature. Autodesk also provided certain representations and warranties to Celdis relating to, amongst other things, power, authorisation, enforceability and litigation. Celdis's warranties are subject to limitations including an indemnity cap of 15 per cent. of the purchase price (subject to certain exceptions).

Premier Farnell has guaranteed, by way of an independent promise of guarantee, the due performance of all of Celdis's obligations under the Cadsoft Sale Agreement. Completion of the sale occurred on 27 June 2016.

Sale Agreement for Akron Brass

On 4 February 2016⁶, Premier Farnell entered into an agreement with Premier Farnell Corp. (**PF Corp.**), Celdis (together with PF Corp., the **Sellers**), Akron Brass and IDEX Corporation (**IDEX**) (the **Sale Agreement**), pursuant to which the Sellers agreed to sell their entire holding of shares in Akron Brass (the **Sale Shares**), subject to the satisfaction of certain conditions (the **Sale**). Each of the Sellers is a wholly-owned subsidiary of Premier Farnell. The Sale Shares comprised all the stock in Akron Brass, the holding company of Akron Brass Company.

The consideration payable on completion of the sale of the Sale Shares (**Completion**) was US\$224 million in cash, subject to customary adjustments.

The Sale Agreement contains representations and warranties from each of the Sellers and Premier Farnell to IDEX with respect to themselves and Akron Brass, relating to, amongst other things, title, capacity and authority, together with additional business, litigation and tax warranties as are customary for a transaction of this nature. In addition, IDEX provided certain representations and warranties to the Sellers and Premier Farnell relating to, amongst other things, capacity, authority, litigation and solvency. Both sets of warranties are subject to limitations including a claim period of 18 months from the date of Completion (subject to certain exceptions).

Each of the Sellers and Premier Farnell provided indemnities to IDEX for any losses arising from, amongst other things, a breach of any representation or warranty by Premier Farnell, the Sellers or Akron Brass (subject to certain limitations), any taxes of the Akron Brass group for any pre-Completion tax period and certain other specific indemnity items. IDEX, in turn, provided an indemnity to each of the Sellers and Premier Farnell against any losses suffered or sustained as a result of a breach of any representation or warranty of IDEX and a nonfulfillment or breach of any covenant by IDEX under the Sale Agreement.

Due to its size, the Sale constituted a Class 1 transaction for purposes of the Listing Rules and, as a result, was conditional upon, amongst other things, the approval of Premier Farnell Shareholders. A Class 1 circular dated 29 February 2016 was sent to Premier Farnell Shareholders, containing information on the Sale Agreement. A general meeting was held on 16 March 2016, at which the Premier Farnell Shareholders approved the Sale. Completion occurred on 16 March 2016.

Revolving Credit Facility

On 28 October 2011, Premier Farnell entered into a multicurrency revolving credit facility agreement with, among others, a syndicate of lenders and Barclays Bank PLC as agent, which (as amended and restated pursuant to an amendment and restatement agreement dated 15 October 2014 and as amended pursuant to an amendment and waiver letter dated 23 December 2015) provides a multicurrency revolving credit facility of up to £250,000,000 (the **Revolving Credit Facility**) to, among others, Premier Farnell. The total commitments which may be drawn under the Revolving Credit Facility may be increased by up to £100,000,000 in accordance with the terms of the agreement. The proceeds of any loan drawn under the Revolving Credit Facility may be used for the general corporate purposes of each of the borrowers. The interest payable on each loan is the aggregate of EURIBOR (for loans denominated in Euros) or LIBOR (for loans denominated in any currency other than Euros) plus a margin of between 0.80 per cent. per annum and 1.55 per cent. per annum, depending on the ratio of consolidated total net borrowings of the Group to consolidated EBITDA of the Group for the most recently completed 12-month period ending on a financial half year end or financial year end. The agreement terminates on 15 October 2019.

US Private Placements

2010 Private Shelf Agreement

On 31 March 2010, Premier Farnell entered into a private shelf agreement with Prudential Investment Management, Inc. (the **Private Shelf Agreement**) for the issue of up to \$75.0 million senior promissory notes (the **2010 Notes**) with an average maturity of 10 years. The 2010 Notes were issued on 2 July 2010 in the amount of \$30 million, carrying an interest rate of 5.24 per cent. for a term of seven years (maturing on 2 July 2017). On 20 January 2016, Premier Farnell entered into an agreement to amend the Private Shelf Agreement with the holders of the 2010 Notes in order to create additional headroom under certain of its covenants to account for the sale of its subsidiary, Akron Brass.

⁶ The agreement is dated 4 February 2016, as it refers to local time in Chicago (Central Time Zone). This corresponds to 5 February 2016 London (UK) time.

2011 Note Purchase Agreement

On 15 November 2011, Premier Farnell entered into a note purchase agreement (the **Note Purchase Agreement**) for the issue of up to a total of \$150.0 million notes, consisting of: (a) \$58.5 million 4.36 per cent. Guaranteed Senior Notes, Series A due on 15 November 2018 (the **2011 Series A Notes**); and (b) \$91.5 million 4.38 per cent. Guaranteed Senior Notes, Series B due on 15 November 2021 (the **2011 Series B Notes**, and together with the 2011 Series A Notes, the **2011 Notes**). The 2011 Series A Notes were issued on 15 November 2011 in the amount of \$58.5 million, carrying an interest rate of 4.36 per cent. The 2011 Series B Notes were issued on 15 November 2011 in the amount of \$91.5 million, carrying an interest rate of 4.83 per cent. On 20 January 2016, Premier Farnell entered into an agreement to amend the Note Purchase Agreement with the holders of the 2011 Notes in order to create additional headroom under certain of its covenants to account for the sale of its subsidiary, Akron Brass.

2014 Note Purchase and Private Shelf Agreement

On 17 September 2014, Premier Farnell entered into a note purchase and private shelf agreement (the **Private Shelf Agreement**) for the issue of up to a total of \$125.0 million notes (the **2014 Notes**), consisting of: (a) \$85.0 million 4.01 per cent. Guaranteed Senior Notes, Series A due on 17 September 2024; and (b) \$40.0 million senior promissory notes with an average maturity of 10 years (the **Shelf Notes**). The Shelf Notes were issued on 17 September 2014 in the amount of \$85 million, carrying an interest rate of 4.01 per cent. The Shelf Notes have not yet been drawn upon. On 20 January 2016, Premier Farnell entered into an agreement to amend the Private Shelf Agreement with the holders of the 2014 Notes in order to create additional headroom under certain of its covenants to account for the sale of its subsidiary, Akron Brass.

8. Offer-related arrangements

8.1 Arrangements between Avnet and Premier Farnell or Avnet and the Trustee

Confidentiality Agreement

Premier Farnell and Avnet entered into a confidentiality agreement on 11 January 2016 pursuant to which each party has undertaken to keep confidential information relating to the other and/or to the Acquisition and not to disclose it to third parties (other than to permitted disclosees) unless required by law or regulation. These confidentiality obligations will remain in force until 11 January 2018.

Clean Team Agreements

Premier Farnell and Avnet have also entered into an “outside counsel” clean team deed and a commercial clean team agreement, each dated 5 July 2016, which set out how certain confidential information that is commercially and/or competitively sensitive can be disclosed, used or shared. These agreements supplement, and incorporate some of the terms of, the Confidentiality Agreement.

Memorandum of Understanding

A Memorandum of Understanding dated 25 July 2016, between Avnet and the Trustee of the Premier Farnell UK Pensions Scheme, sets out the understanding of Avnet and the Trustee as to the funding and operation of the Premier Farnell UK Pension Scheme following completion of the Acquisition. Other than for certain confidentiality provisions, the Memorandum of Understanding is not legally binding.

The Memorandum of Understanding provides certain confirmations from Avnet which are intended to give the Trustee comfort that the covenant strength of Premier Farnell, as an employer in relation to the Premier Farnell UK Pension Scheme, will not be adversely impacted by the Acquisition. It also includes commitments as to the provision of information to the Trustee by Avnet and Premier Farnell, so that the Trustee can continue to monitor the employer covenant. Furthermore it is intended to give comfort to Avnet from the Trustee that, subject to there being no subsequent material changes in the Premier Farnell UK Pension Scheme’s financial circumstances or Premier Farnell’s covenant strength, there is no intention of seeking additional contributions to the Premier Farnell UK Pension Scheme in advance of finalisation of the April 2017 valuation.

Confidentiality agreement with the Trustee

Avnet and the Trustee have also entered into a confidentiality agreement on 20 July 2016 pursuant to which the Trustee has undertaken to keep confidential information relating to Avnet and to the Acquisition. These confidentiality obligations will remain in force until 20 January 2018.

Bid Conduct Agreement

Avnet and Premier Farnell have entered into the Bid Conduct Agreement pursuant to which Avnet has agreed to use all reasonable endeavours to secure the regulatory clearances and authorisations necessary to satisfy certain regulatory conditions, including by offering any commercially reasonable undertakings, commitments or measures to the relevant authorities.

Avnet and Premier Farnell have agreed to co-operate and provide each other with necessary information, assistance and access in relation to the filings, submissions and notifications to be made in relation to such regulatory clearances and authorisations. Avnet has also agreed to provide Premier Farnell with reasonable information, assistance and access for the preparation of this document.

The Bid Conduct Agreement will terminate in certain circumstances, including if: any of the Premier Farnell Board withdraws or adversely modifies its unanimous and unconditional recommendation of the Acquisition; a competing offer is recommended by the Premier Farnell Board or becomes effective or is declared or becomes unconditional in all respects; if any Condition is not satisfied or becomes incapable of satisfaction (with the agreement of the Panel, where required); if the Scheme is withdrawn or lapses (other than as a result of Avnet switching to a Takeover Offer); if the Court Meeting and the Court Hearing, respectively, are not held within 22 days after the expected date for such meeting and hearing set out in this document; and if the Scheme does not become effective in accordance with its terms by the Long Stop Date.

The Bid Conduct Agreement records Avnet's and Premier Farnell's intention to implement the Acquisition by way of the Scheme, subject to the right of Avnet (with the consent of the Panel) to proceed by way of a Takeover Offer as set out in paragraph 2.6 of Part Three above. The Bid Conduct Agreement also contains provisions that apply in relation to the Premier Farnell Share Schemes.

8.2 Employee and director incentivisation

For retention purposes, the Premier Farnell Directors have implemented certain cash incentivisation arrangements for senior management (excluding board members) in connection with performance. In aggregate, the entitlements arising under these arrangements will not exceed £1,700,000. These cash incentivisation payments would be made on the earlier of: (a) 30 April 2017; and (b)(i) in the case of a scheme of arrangement effected by Premier Farnell under Part 26 of the Companies Act, the effective date (as defined in Appendix 7 of the Code) or (ii) in the case of a takeover offer (as defined in Part 3 of Chapter 28 of the Companies Act) in respect of Premier Farnell, the date on which that takeover offer becomes unconditional in all respects, as applicable.

The remuneration committee of the Premier Farnell Board (the **Committee**) has determined to dis-apply pro-rating for time in respect of awards granted under the Premier Farnell Performance Share Plan 2010 and the Premier Farnell Executive Share Option Plan 2010 in 2016. Accordingly, the award and option held by the Chief Executive Officer under those plans respectively (as detailed in paragraph 3.3 of Part Seven of this document) will vest and become exercisable, as appropriate, on the date the Court sanctions the Scheme in respect of all of the Premier Farnell Shares subject to them that vest to the extent that the performance targets to which the award and option are subject are satisfied. It is estimated that the aggregate value of the award and option held by the Chief Executive Officer on this basis is approximately £516,000. No other awards or options outstanding under those plans will be impacted by this determination. In making its determination, the Committee took into account the potential destabilising effect of the departure during the period up to the Effective Date of the only executive director of Premier Farnell and concluded that it was fair and reasonable to dis-apply pro-rating for time in the circumstances and determined that this would promote the success of Premier Farnell.

9. Undertakings

Avnet has received undertakings to vote in favour of the Resolutions (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) from:

- M&G, in respect of 30,313,769 Premier Farnell Shares, representing approximately 8.2 per cent. of the share capital of Premier Farnell in issue at close of business on the Latest Practicable Date. This undertaking will cease to be binding upon the Scheme being withdrawn or lapsing in accordance with its terms (other than as a result of a switch to a Takeover Offer). It will also cease to be binding if a third party announces a firm intention to make or revise an offer for all of the Premier Farnell Shares for consideration per share greater than the Cash Consideration and Avnet has not within 21 days of the date of 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.
- Premier Fund Managers (acting as agent for a number of collective investment schemes (the **Funds**) for which it acts as investment manager) in respect of 7,004,171 Premier Farnell Shares, representing approximately 1.9 per cent. of the share capital of Premier Farnell in issue at close of business on the Latest Practicable Date. This undertaking will cease to be binding upon the Scheme being withdrawn or lapsing in accordance with its terms (other than as a result of a switch to a Takeover Offer). It will also cease to be binding if a third party announces a firm intention to make or revise an offer for all of the Premier Farnell Shares for consideration per share greater than the Cash Consideration and Avnet has not within 21 days of the date of 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. This undertaking will also cease to have effect in relation to such number of Premier Farnell Shares as are required to (i) meet redemption requests from the Funds; or (ii) ensure the Funds remain in compliance with their investment and borrowing limits set out under the Financial Conduct Authority's Collective Investment Scheme Sourcebook, provided Premier Fund Managers shall have used all reasonable endeavours to explore other options for the Funds to meet their regulatory obligations. Under the terms of the undertaking Premier Fund Managers may sell the Premier Farnell Shares the subject of the undertaking on or after 2 September 2016.

Avnet has received an undertaking from the following that it will request the underlying holders of Premier Farnell Shares in respect of which the provider of the undertaking has entered into contracts for difference to close out the relevant contracts for difference such that the provider of the undertaking may vote in favour of the Resolutions (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer):

- P. Schoenfeld Asset Management, in respect of 9,092,000 Premier Farnell Shares, representing approximately 2.4 per cent. of the share capital of Premier Farnell in issue at close of business on the Latest Practicable Date. This undertaking will cease to be binding upon the Scheme being withdrawn or lapsing in accordance with its terms (other than as a result of a switch to a Takeover Offer). It will also cease to be binding if a third party announces a firm intention to make or revise an offer for all of the Premier Farnell Shares for consideration per share greater than the Cash Consideration and Avnet has not within 21 days of the date of 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. The provisions of the undertaking relating to Premier Farnell Shares the subject of contracts for difference will cease to be operative if P. Schoenfeld Asset Management, acting in good faith, gives written notice to Avnet that terminating or unwinding the relevant contracts for difference would have material adverse financial consequences for P. Schoenfeld Asset Management (but excluding for this purpose liability to pay stamp duty).

Avnet received undertakings from the following to direct, to the extent that the holders of the relevant contracts for difference are able, the underlying holders of the Premier Farnell Shares the subject of contracts for difference to vote in favour of the Resolutions (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) or to instruct, subject to the underlying holders of the Premier Farnell Shares agreeing to do so, the underlying holders to close out the contracts for difference such that the provider of the undertaking may vote the Premier Farnell Shares in favour of the Resolutions (or in the event that the Acquisition is implemented by way of a Takeover Offer, may accept or procure acceptance of such Takeover Offer):

- Pine River, in respect of 5,000,000 Premier Farnell Shares, representing approximately 1.3 per cent. of the share capital of Premier Farnell in issue at close of business on the Latest Practicable Date. This

undertaking will cease to be binding upon the Scheme being withdrawn or lapsing in accordance with its terms (other than as a result of a switch to a Takeover Offer). It will also cease to be binding if a third party announces a firm intention to make or revise an offer for all of the Premier Farnell Shares for consideration per share greater than the Cash Consideration and Avnet has not within 21 days of the date of 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. The provisions of the undertaking relating to Premier Farnell Shares the subject of contracts for difference will cease to be operative if Pine River, acting in good faith, gives written notice to Avnet that terminating or unwinding the relevant contracts for difference would have material adverse financial consequences for Pine River (but excluding for this purpose liability to pay stamp duty); and

- Sand Grove, in respect of 14,150,000 Premier Farnell Shares, representing approximately 3.8 per cent. of the share capital of Premier Farnell in issue at close of business on the Latest Practicable Date. This undertaking will cease to be binding upon the Scheme being withdrawn or lapsing in accordance with its terms (other than as a result of a switch to a Takeover Offer). It will also cease to be binding if a third party announces a firm intention to make or revise an offer for all of the Premier Farnell Shares for consideration per share greater than the Cash Consideration and Avnet has not within 21 days of the date of 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.

10. Offer-related fees and expenses

10.1 Avnet Group fees and expenses

The aggregate fees and expenses expected to be incurred by the Avnet Group in connection with the Acquisition (excluding any applicable VAT) are expected to be:

<u>Category</u>	<u>Amount</u>
Financing arrangements	£ 6,990,000
Financial and corporate broking advice	£ 8,500,000
Legal advice	£ 3,527,000
Accounting and tax advice	£ 0
Other professional services (including, for example, management consultants, actuaries and specialist valuers)	£ 0
Other costs and expenses	£ 3,594,000
Total	<u>£22,611,000</u>

10.2 Premier Farnell fees and expenses

The aggregate fees and expenses expected to be incurred by Premier Farnell in connection with the Acquisition (excluding any applicable VAT) are expected to be approximately:

<u>Category</u>	<u>Amount</u>
Financial and corporate broking advice	£ 7,869,000
Accounting advice	£ 105,000
Legal advice	£ 2,779,000
Public relations advice	£ 200,000
Other costs and expenses	£ 186,000
Total	<u>£11,139,000</u>

11. Financing arrangements relating to Bidco

The Cash Consideration payable by Bidco pursuant to the Acquisition will be funded entirely from new bank facilities.

11.1 Avnet Facilities Agreement

On 27 July 2016, Avnet (as borrower) entered into a Senior Unsecured Bridge Credit Agreement with Bank of America, N.A. (as the initial lender and administrative agent) (the **Avnet Facilities Agreement**). The Avnet Facilities Agreement provides for a single borrowing of (i) tranche A-1 bridge loans of up to £557.0 million and tranche B bridge loans of up to \$250.0 million, each with a maturity date of 364 days

from the date of borrowing, and (ii) tranche A-2 bridge loans of up to £150.0 million, with a maturity date of 90 days from the date of borrowing. The Avnet Facilities Agreement is unsecured. The obligations of the lenders to fund loans under the Avnet Facilities Agreement expire on 27 February 2017, or earlier as provided in the Avnet Facilities Agreement. Avnet's ability to borrow under the Avnet Facilities Agreement is subject to customary limited conditionality.

Tranche A-1 bridge loans and tranche A-2 bridge loans will bear interest at a rate per annum equal to LIBOR plus a margin as described below. Tranche B bridge loans will bear interest, at Avnet's option, at either (a) the "base rate," as defined below or (b) the one-month LIBOR rate, in each case plus a margin. The Avnet Facilities Agreement provides that the base rate will be a fluctuating daily rate equal to the highest of (a) the U.S. Federal Funds rate plus 0.50% per annum, (b) the rate announced as the prime rate by Bank of America and (iii) the one-month LIBOR rate plus 1.00% per annum. The margin is determined based on (a) the long-term unsecured senior, non-credit enhanced debt ratings of Avnet by Moody's Investors Service, Inc. and Standard & Poor's Financial Services LLC and (b) the number of days the borrowing is outstanding. Structuring fees, upfront fees, funding fees and an administrative agent fee also are payable by Avnet to Bank of America and its affiliates under a Fee Letter and a Syndication Letter related to the Avnet Facilities Agreement.

The Avnet Facilities Agreement requires mandatory prepayment of borrowings or automatic reductions in the remaining commitments thereunder, or both, in the event of certain asset sales, recovery events, or debt or equity issuances. Avnet's failure to satisfy the covenants under the Avnet Facilities Agreement or the occurrence of other specified events that could constitute an event of default could, among other things, permit the lenders thereunder to terminate their commitments or accelerate Avnet's repayment obligations.

11.2 Fee & Syndication Letter

On 27 July 2016, Avnet entered into a Fee Letter and a Syndication Letter with Bank of America, N.A. (Bank of America) and Merrill Lynch, Pierce, Fenner & Smith Incorporated (Merrill Lynch) in relation to the Avnet Facilities Agreement, setting out the terms on which Avnet would pay, among other fees:

- (A) to Merrill Lynch, a structuring fee ranging from 0.25 – 0.50 per cent of the aggregate commitments under the Avnet Facilities Agreement;
- (B) to Bank of America, upfront fees ranging from 0.25 – 0.50 per cent of the aggregate commitments under the Avnet Facilities Agreement;
- (C) to Bank of America, a funding fee ranging from 0.25 - 0.75 per cent of the aggregate amount funded under the Avnet Facilities Agreement, if any; and
- (D) to Bank of America, an administrative agency fee of \$45,000 in the aggregate.

The amount of the structuring, upfront and funding fees will be based on Avnet's senior unsecured long-term debt rating.

In addition, the Fee Letter permits Bank of America to increase the interest rate spreads on each tranche of bridge loans by either 100.0 or 150.0 basis points depending on Avnet's senior unsecured long-term debt rating to enhance the prospects of a successful syndication.

12. Ratings

No ratings agency has publicly accorded Premier Farnell or Bidco with any current credit rating or outlook.

Fitch has publically disclosed a credit rating for Avnet of BBB- and Moody's has publically disclosed a credit rating for Avnet of Baa3.

13. Cash confirmation

Bank of America Merrill Lynch, financial adviser to Avnet and Bidco, is satisfied that sufficient financial resources are available to Bidco to enable it to satisfy in full the Cash Consideration payable to Premier Farnell Shareholders by Avnet pursuant to the terms of the Acquisition.

14. Persons acting in concert

14.1 In addition to Bidco, the Avnet Directors, the Bidco Directors and the members of the Avnet Group (including Avnet's holding companies and their subsidiaries), the persons who, for the purposes of the Code, are acting in concert with Avnet are:

<u>Name</u>	<u>Type</u>	<u>Registered Office</u>	<u>Relationship with Avnet</u>
Merrill Lynch International	Private unlimited company	Merrill Lynch Financial Centre, 2 King Edward Street, London, EC1A 1HQ	Financial adviser

14.2 In addition to the Premier Farnell Directors, the persons who, for the purposes of the Code, are acting in concert with Premier Farnell are:

<u>Name</u>	<u>Type</u>	<u>Registered Office</u>	<u>Relationship with Premier Farnell</u>
Lazard & Co., Limited	Private limited company	50 Stratton Street, London W1J 8LL	Financial adviser
Jefferies International Limited	Private limited company	Vintners Place, 68 Upper Thames Street, London, EC4V 3BJ	Joint corporate broker
Barclays Bank PLC, acting through its Investment Bank	Public limited company	1 Churchill Place, London E14 5HP	Joint corporate broker
Premier Farnell Corp. Master Pension Plan	Pension trust	4180 Highlander Parkway, Richfield, Ohio 44286	Pension fund for US employees and ex-employees

15. Avnet shareholders

Avnet has two shareholders who owned more than 5 per cent of the total issued capital of Avnet as at 31 March 2016:

<u>Name</u>	<u>Shareholding in Avnet</u>
Vanguard Group Inc.	8.2%
Blackrock Institutional Trust Company, N.A.	7.4%

16. No significant change

Save to the extent disclosed in this document, there has been no significant change in the financial or trading position of Premier Farnell since 31 January 2016, being the date to which Premier Farnell's audited accounts for the financial year ended 31 January 2016 were prepared.

17. Consent

17.1 Lazard has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.

17.2 Bank of America Merrill Lynch has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.

18. Documents published on a website

Copies of the following documents are available for view on Premier Farnell's website at <http://www.premierfarnell.com/content/offer-premier-farnell> and Avnet's website at <http://ir.avnet.com/disclaimer.cfm> (subject to, in each case, any applicable restrictions relating to persons resident in Restricted Jurisdictions) up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier:

- (A) the undertakings referred to in paragraph 9 above;
- (B) the documents relating to the financing of the Acquisition referred to in paragraph 11 above and the offer-related arrangements referred to in sub-paragraph 8.1 above, being the material contracts which have been entered into in connection with the Acquisition;
- (C) the written consents referred to in paragraph 17 above;
- (D) the Announcement;
- (E) this document and the Forms of Proxy;
- (F) Bidco's and Avnet's articles of association;
- (G) Premier Farnell's articles of association; and
- (H) Premier Farnell's articles of association as proposed to be amended by special resolution.

Neither the contents of Premier Farnell's or Avnet's website, nor those of any other website accessible from hyperlinks on Premier Farnell's or Avnet's website, are incorporated into or form part of this document.

19. Sources of information and bases of calculation

- 19.1 The value of the Offer is based on the existing 371,924,733 issued Premier Farnell Shares and the 1,713,553 Premier Farnell Shares which may be issued on or after the date of this document on the exercise of options or vesting of awards under the Premier Farnell Share Plans, in each case as at the Latest Practicable Date. This assumes an illustrative vesting date of 1 October 2016 for the purposes of the calculation.
- 19.2 The Closing Prices on 17 August 2016 are taken from the Daily Official List.
- 19.3 Unless otherwise stated, the financial information relating to Premier Farnell is extracted from the audited consolidated financial statements of Premier Farnell for the financial year ended 31 January 2016, prepared in accordance with IFRS.
- 19.4 The number of Premier Farnell Shares in respect of which options and awards outstanding under the Premier Farnell Share Plans are or will be exercisable, or have vested or will vest, as a result of the Offer, or otherwise before or on the Effective Date, is 3,592,535 Premier Farnell Shares. Vesting of options and awards under the Premier Farnell Share Plans is dependent on the time for which they have been held and, if relevant, the degree to which any applicable performance targets are satisfied. This figure is calculated as at the Latest Practicable Date and may be subject to adjustment in accordance with the rules of the relevant Premier Farnell Share Plan in the period to the Effective Date.
- 19.5 An exchange rate of USD 1.30 to GBP 1 has been used, being the USD/GBP exchange rate as at close of business in London on the Latest Practicable Date, sourced from Bloomberg.

PART EIGHT

DEFINITIONS

Acquisition	the recommended cash acquisition by Bidco of the entire issued and to be issued ordinary share capital of Premier Farnell to be effected by means of the Scheme (and, where the context admits, any subsequent revision, variation, extension or renewal of the Scheme) or by the Takeover Offer under certain circumstances described in this document;
Akron Brass	Akron Brass Holding Corp., a corporation incorporated under the laws of the State of Delaware with file number 4679734;
Announcement	the announcement of a firm intention to make an offer for the entire issued and to be issued share capital of Premier Farnell pursuant to Rule 2.7 of the Code made by Bidco on 28 July 2016;
Avnet	Avnet, Inc., a New York corporation whose registered office is at 2211 S. 47th Street, Phoenix, Arizona;
Avnet Directors	persons whose names are set out in paragraph 0 of Part Seven of this document or, where the context so requires, the directors of Avnet from time to time;
Avnet Facilities Agreement	has the meaning given to it in paragraph 11.1 of Part Seven of this document;
Avnet Group	Avent and its direct and indirect subsidiaries from time to time (including Bidco);
Bank of America Merrill Lynch	Merrill Lynch International;
Bidco	Avnet Bidco Limited, a company incorporated in England and Wales with registered number 10323613;
Bidco Directors	the persons whose names are set out in paragraph 2.2 of Part Seven of this document or, where the context so requires, the directors of Bidco from time to time;
Bid Conduct Agreement	the bid conduct agreement entered into between Premier Farnell and Avnet dated 28 July 2016;
Board	as the context requires, the board of directors of Premier Farnell or the board of directors of Avnet and the terms Premier Farnell Board and Avnet Board shall be construed accordingly;
business day	any day (other than a Saturday, Sunday or public or bank holiday) on which clearing banks in London are generally open for normal business;
Cash Consideration	the cash amount of 185 pence payable by Bidco under the Acquisition in respect of each Premier Farnell Share, as adjusted in accordance with the terms of the Acquisition;
certificated or in certificated form	a share or other security which is not in uncertificated form (that is, not in CREST);
Closing Price	the closing middle market quotation of a Premier Farnell Share on a particular dealing day as derived from the Daily Official List;
Code	the City Code on Takeovers and Mergers;
Combined Group	the enlarged Avnet Group following completion of the Acquisition comprising the Premier Farnell Group and the Avnet Group;
Companies Act	the Companies Act 2006, as amended;

Computershare Investor Services	Computershare Investor Services PLC;
Conditions	the conditions to the implementation of the Acquisition, as set out in Part Three (Conditions to the Scheme and to the Acquisition) of this document or, if applicable, the Takeover Offer Document and Condition means any of them;
Confidentiality Agreement	the confidentiality agreement entered into between Premier Farnell and Avnet entered into on 11 January 2016;
Court	the High Court of Justice in England and Wales;
Court Hearing	the hearing at which the Court sanctions the Scheme under section 899 of the Companies Act;
Court Meeting	the meeting of Scheme Shareholders (and any adjournment of such meeting) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme and any adjournment of such meeting;
Court Order	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
CREST	the relevant system (as defined in the Regulations in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in the Regulations));
Daily Official List	the Daily Official List of the London Stock Exchange;
dealing day	a day on which dealing in domestic securities may take place on, and with the authority of, the London Stock Exchange;
Dealing Disclosure	has the same meaning as in Rule 8 of the Code;
Disclosed	the information disclosed by or on behalf of Premier Farnell: (i) in the annual report and accounts of the Premier Farnell Group for the financial year ended 31 January 2016; (ii) in any other public announcement made in accordance with the Disclosure and Transparency Rules or the Listing Rules by Premier Farnell before the date of the Announcement; (iii) in the Announcement; or (iv) as otherwise fairly disclosed by or on behalf of Premier Farnell to Avnet and Bidco (or their respective officers, employees, agents or advisers) before the date of the Announcement;
Disclosure and Transparency	
Rules	the disclosure and transparency rules made by the FCA under section 73A of the Financial Services and Markets Act 2000, as amended from time to time;
disclosure period	the period commencing on 14 June 2015 (being the date that is 12 months before the start of the Offer Period) and ending on the Latest Practicable Date;
Effective Date	the date on which the Scheme becomes effective in accordance with its terms;
EU	European Union;
EURIBOR	the Euro Interbank Offered Rate;
Euroclear	Euroclear UK & Ireland Limited;
Explanatory Statement	the explanatory statement (in compliance with section 897 of the Companies Act) relating to the Scheme, as set out in this document;
FCA	the Financial Conduct Authority;

Form(s) of Proxy	either or both (as the context demands) of the blue Form of Proxy in relation to the Court Meeting and the yellow Form of Proxy in relation to the General Meeting;
General Meeting	the general meeting of Premier Farnell convened by the notice set out in Part Ten (Notice of General Meeting) of this document, including any adjournment of such meeting;
holder	a registered holder and includes any person entitled by transmission;
Latest Practicable Date	17 August 2016 (being the latest practicable date before the publication of this document);
Lazard	Lazard & Co., Limited;
LIBOR	the London Interbank Offered Rate;
Listing Rules	the rules and regulations made by the UKLA under the Financial Services and Markets Act 2000, and contained in the UKLA's publication of the same name;
London Stock Exchange	London Stock Exchange PLC;
Long Stop Date	30 April 2017 or such later date as may be agreed in writing by Premier Farnell and Avnet (with the Panel's consent);
M&G	M&G Investment Management Limited;
Meetings	the Court Meeting and the General Meeting, and Meeting means either of them;
Memorandum of Understanding	the memorandum of understanding dated 25 July 2016 between Avnet and the Trustee in relation to the Premier Farnell UK Pension Scheme;
Offer	the recommended cash offer being made by Bidco to acquire in cash the entire issued and to be issued ordinary share capital of Premier Farnell to be effected by means of the Scheme and, where the context admits, any subsequent revision, variation, extension or renewal of the offer;
Offer Period	the period commencing on 14 June 2016 and ending on the earlier of the date on which the Scheme becomes effective and/or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide);
Official List	the official list maintained by the UKLA;
Opening Position Disclosure	an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the Offer if the person concerned has such a position;
Panel	the Panel on Takeovers and Mergers;
Phase 2 CMA reference	a reference pursuant to section 22, 33, 45 or 62 of the Enterprise Act 2002 of the Acquisition to the Chair of the Competition and Markets Authority for the constitution of a group under schedule 4 to the Enterprise and Regulatory Reform Act 2013 (as amended);
Phase 2 European Commission Proceedings	where the European Commission initiates proceedings pursuant to Article 6(1)(c) of the EUMR with respect to the Acquisition;
Pine River	Pine River Baxter Master Fund Ltd and Pine River Master Fund Ltd;
PRA	the Prudential Regulation Authority;
Premier Farnell	Premier Farnell plc, incorporated in England and Wales with registered number 876412;

Premier Farnell Directors	the persons whose names are set out in paragraph 2.1 of Part Seven of this document or, where the context so requires, the directors of Premier Farnell from time to time;
Premier Farnell Group	Premier Farnell and its subsidiaries and subsidiary undertakings from time to time (unless otherwise stated);
Premier Farnell Shareholders . . .	the holders of Premier Farnell Shares;
Premier Farnell Shares	the ordinary shares of 5 pence each in the capital of Premier Farnell;
Premier Farnell Share Plans . . .	each of the following share incentive plans of Premier Farnell: the Premier Farnell Performance Share Plan 2000, the Premier Farnell Executive Share Option Plan 2003, the Premier Farnell UK Savings Related Share Option Plan, the Premier Farnell Deferred Share Bonus Plan 2010, the Premier Farnell Equity Award Plan 2015, the Premier Farnell Executive Share Option Plan 2010, the Premier Farnell Performance Share Plan 2010 and the Premier Farnell UK Save As You Earn Scheme;
Premier Farnell UK Pension Scheme	the Premier Farnell UK pension scheme established by a deed dated 26 January 1972, being the Premier Farnell Group's defined benefit pension scheme in the UK;
Premier Farnell US Pension Scheme	the Premier Farnell Master Pension Plan, being the Premier Farnell Group's defined benefit pension scheme in the US;
Premier Funds Managers	Premier Funds Managers Limited, incorporated in England and Wales with registered number 02274227;
P. Schoenfeld Asset Management	P. Schoenfeld Asset Management LP as investment manager to DBX Risk Arbitrage 5 Fund, HFR ED Global Master Trust Ltd., Lyxor / PSAM WorldArb Fund Ltd., MS PSAM Global Event UCITS Fund Ltd., PSAM Merger Master Fund Ltd., and PSAM WorldArb Master Fund Ltd.;
Registrar of Companies	the registrar of companies in England and Wales;
Regulations	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended;
Regulatory Authority	any court or central bank, ministry, governmental, quasigovernmental (including the European Union), national, supranational, statutory, supervisory, regulatory, arbitral or investigative body or authority (including any national or supranational antitrust or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority of such government), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body, in each case in any jurisdiction, including, without limitation, the Panel, the European Commission and the FCA (including the UKLA);
Regulatory Information Service . .	an information service authorised from time to time by the FCA for the purposes of disseminating regulatory announcements;
Resolutions	the resolutions relating to the Acquisition to be proposed at the Meetings;

Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Premier Farnell Shareholders in that jurisdiction;
Sand Grove	Sand Grove Opportunities Master Fund Ltd;
Scheme	this scheme of arrangement in its present form or with or subject to any modification, addition or condition which Premier Farnell and Bidco each agree and which is approved or imposed by the Court;
Scheme Record Time	6:00 p.m. on the business day immediately following the date of the Court Hearing; or such later time as Avnet and Premier Farnell may agree;
Scheme Shareholders	holders of Scheme Shares at any relevant date or time;
Scheme Shares	means the Premier Farnell Shares: <ul style="list-style-type: none"> (i) in issue at the date of this document; (ii) issued after the date of this document and before the Voting Record Time; and (iii) issued at or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders of such shares are to be bound by the Scheme or in respect of which their holders are, or shall have agreed in writing to be, bound by the Scheme, and, in each case, remaining in issue at the Scheme Record Time but excluding any Premier Farnell Shares held in treasury at any relevant date or time and any Premier Farnell Shares registered in the name of or beneficially owned by any member of the Avnet Group, its nominees or any person acting in concert with Avnet for purposes of the Code at any relevant date or time;
SEC	the US Securities and Exchange Commission;
significant interest	in relation to an undertaking, a direct or indirect interest in 10 per cent. or more of its equity share capital (as defined in the Companies Act);
Takeover Offer	should the Acquisition be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the takeover offer to be made by or on behalf of Bidco to acquire for cash the entire issued and to be issued ordinary share capital of Premier Farnell and, where the context admits, any subsequent revision, variation, extension or renewal of such takeover offer;
Takeover Offer Document	should the Acquisition be implemented by means of a Takeover Offer, the document to be sent to Premier Farnell Shareholders which will contain, inter alia, the terms and conditions of the Takeover Offer;
Third Party	each of the following: government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution or any other similar body or person whatsoever in any jurisdiction;
Trustee	the trustee of the Premier Farnell UK Pension Scheme;
UK or United Kingdom	the United Kingdom of Great Britain and Northern Ireland;
UKLA	the FCA in its capacity as the authority for listing in the United Kingdom;

uncertificated or in uncertificated form	a share or other security recorded on the relevant register as being held in uncertificated form in CREST;
US or United States	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof;
US Exchange Act	the US Securities Exchange Act of 1934, as amended;
US Shareholders	holders of Premier Farnell Shares ordinarily resident in the United States or with a registered address in the United States, and any custodian, nominee or trustee holding Premier Farnell Shares for persons in the United States or with a registered address in the United States;
Voting Record Time	6.00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting, in each case excluding any day that is not a business day;
Wider Avnet Group	Avnet and its subsidiary undertakings, associated undertakings and any other undertaking in which Avnet and/or such undertakings (aggregating their interests) have a significant interest; and
Wider Premier Farnell Group	Premier Farnell and its subsidiary undertakings, associated undertakings and any other undertaking in which Premier Farnell and/or such undertakings (aggregating their interests) have a significant interest.

For the purposes of this document, “**subsidiary**”, “**subsidiary undertaking**” and “**undertaking**” have the respective meanings given thereto by the Companies Act and “**associated undertaking**” has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 other than paragraph 19(1)(b) of Schedule 6 to those Regulations which shall be excluded for this purpose.

All references to “**pounds**”, “**pounds Sterling**”, “**Sterling**”, “**£**”, “**pence**”, “**penny**” and “**p**” are to the lawful currency of the United Kingdom.

All references to “**US Dollar**”, “**US\$**” and “**\$**” are to the lawful currency of the United States.

All the times referred to in this document are London times unless otherwise stated.

References to the singular include the plural and vice versa.

PART NINE
NOTICE OF COURT MEETING

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
REGISTRAR BARBER**

CR-2016-004459

IN THE MATTER OF PREMIER FARNELL PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS GIVEN that, by an order dated 18 August 2016 made in the above matters, the Court has directed that Premier Farnell plc (the **Company**) be permitted to convene a meeting of the holders of Scheme Shares (as defined in the Scheme of Arrangement referred to below) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made between the Company and the holders of Scheme Shares and that such meeting will be held at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AD at 11.00 a.m. on 12 September 2016 at which place and time all holders of Scheme Shares are requested to attend.

A copy of the said Scheme of Arrangement and a copy of the statement required to be furnished pursuant to section 897 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

Holders of Scheme Shares may vote in person at the meeting or they may appoint another person as their proxy to attend, speak and vote in their stead. A proxy need not be a member of the Company. A holder of Scheme Shares may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that holder. A blue Form of Proxy for use at the meeting is enclosed with this notice. Premier Farnell Shareholders with Scheme Shares held through CREST may also appoint a proxy or proxies using CREST by following the instructions set out on pages 23 to 24 of this document. Completion and return of a Form of Proxy, or the appointment of proxies through CREST, will not preclude a holder of Scheme Shares from attending and voting in person at the meeting, or any adjournment of such meeting.

In the case of joint holders of Scheme Shares the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

It is requested that forms appointing proxies (together with any power of attorney or other authority under which they are signed, or a notarially certified copy of such authority) be lodged with the Company's registrar, Computershare Investor Services PLC, in accordance with the instructions printed thereon not later than 48 hours before the start of the meeting excluding any part of a day that is not a business day.

Entitlement to attend and vote at the meeting and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company at 6.00 p.m. on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two days before the date of such adjourned meeting, in each case excluding any day that is not a business day (the **Voting Record Time**). Changes to the register of members after such time will be disregarded.

By the said order, the Court has appointed Val Gooding, or failing her, any other director of the Company to act as chairman of the meeting and has directed the chairman to report the result of the meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 19 August 2016

ALLEN & OVERY LLP [RKJB / CLCC]

One Bishops Square
London E1 6AD

Solicitors for the Company

Notes:

1. Pursuant to the Company's articles of association and Regulation 41 of the Uncertificated Securities Regulations 2001 (the **Regulations**), only holders of Scheme Shares in the capital of the Company at the Voting Record Time (each, a **Scheme Shareholder**) are entitled to attend, speak and vote at this meeting and may appoint a proxy to attend, speak and vote instead of them. Changes to entries on the register of members after that time shall be disregarded in determining the rights of any person to attend and vote at this meeting. Voting on all resolutions will be by way of a poll. Each Scheme Shareholder present at this meeting will be entitled to one vote for every Scheme Share registered in his or her name and each corporate representative or proxy will be entitled to one vote for each Scheme Share which he/she represents. Scheme Shareholders who submit a proxy form with voting instructions in advance of this meeting specifying the chairman of the Company as their proxy, but who attend this meeting in person, need not complete a poll card unless they wish to change their vote.
2. A blue form of proxy is enclosed for use at this meeting. To be valid, completed forms of proxy should be completed and returned in accordance with their instructions, along with the power of attorney or other authority, if any, under which they are signed or a notarially certified or office copy of such power or authority, so as to arrive at the offices of the Company's registrar, Computershare Investor Services PLC (**Computershare Investor Services**), not later than 11.00 a.m. on 12 September 2016, or if the meeting is adjourned, at least 48 hours before the start of the adjourned meeting, excluding any part of a day that is not a business day. If the proxy form is not returned by the relevant time, it may be handed to Computershare Investor Services, on behalf of the Chairman of the meeting, before the start of the meeting.
3. A Scheme Shareholder entitled to attend, speak and vote at this meeting is entitled to appoint one or more proxies to attend, speak and vote instead of him/her. A Scheme Shareholder may appoint more than one proxy in relation to this meeting, provided that each proxy is appointed to exercise the rights attaching to a different share or shares held by him/her. A proxy need not be a Scheme Shareholder but must attend this meeting to represent him/her. A separate proxy form should be used for each proxy appointment. If you intend appointing additional proxies, please contact Computershare Investor Services on 0370 707 1648 (calls to this number from the UK will be charged at the standard national rate plus network extras) or on +44 (0) 370 707 1648 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate) to obtain (an) additional proxy form(s). Computershare Investor Services may record calls to both numbers for security purposes and to monitor the quality of its services. Alternatively, you may photocopy the enclosed proxy form. A Scheme Shareholder appointing more than one proxy should indicate the number of shares for which each proxy is authorised to act on his/her holding and mark the box indicating that the proxy instruction is one of multiple instructions being given. Failure to specify the number of shares to which each proxy form relates or specifying a number which, when taken together with the number of shares set out in the other proxy appointments, is in excess of the number of shares held by the Scheme Shareholder may result in the proxy appointment being invalid. If the proxy form is returned without an indication as to how the proxy shall vote on any particular matter, the proxy will exercise his discretion as to whether, and if so how, he votes. A Shareholder must inform Computershare Investor Services in writing of any termination of the authority of a proxy. If more than one valid proxy appointment is received, the appointment received last before the latest time for the receipt of the proxies will take precedence.
4. A Scheme Shareholder may, if he/she wishes, register the appointment of a proxy or proxies, and give voting instructions for this meeting, electronically by logging on to www.investorcentre.co.uk/eproxy. He/she will need to use the series of numbers made up of his/her Control Number, Shareholder Reference Number and PIN printed on his/her proxy form. Full details of the procedure are given on the website. The proxy appointment and/or voting instructions must be received by Computershare Investor Services at least 48 hours before the appointed time of this meeting, that is to say, no later than 11.00 a.m. on 12 September 2016 or, if the meeting is adjourned, at least 48 hours before the start

of the adjourned meeting, in each case excluding any part of a day that is not a business day. Please note that any electronic communication sent to the Company or Computershare Investor Services that is found to contain a computer virus will not be accepted. The use of the internet service in connection with this meeting is governed by Computershare Investor Services' conditions of use set out on the website, www.investorcentre.co.uk/eproxy, and may be read by logging on to that site.

5. Scheme Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for this meeting or any adjournment of this meeting by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual available via www.euroclear.com/CREST. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service providers, who will be able to take the appropriate action on their behalf.
6. In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with Euroclear UK and Ireland Limited's (**Euroclear**) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Computershare Investor Services (ID 3RA50) not later than 11.00 a.m. on 12 September 2016 or, if the meeting is adjourned, at least 48 hours before the start of the adjourned meeting, excluding any part of a day that is not a business day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Computershare Investor Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
7. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Regulations.
8. Completion and return of a form of proxy, or the appointment of proxies through CREST, will not preclude a Scheme Shareholder from attending and voting in person at this meeting, or any adjournment of this meeting.
10. In the case of joint holders of ordinary shares the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding (the first named being the most senior).
11. You may not use any electronic address provided either in this notice or in any related documents (including the enclosed proxy form) to communicate with the Company for any purposes other than those expressly stated.
12. A member of the Company which is a corporation may authorise a person or persons to act as its representative(s) at this. In accordance with the provisions of the Companies Act 2006 (as amended by the Companies (Shareholders' Rights) Regulations 2009), each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same shares.
13. As at 17 August 2016 (being the latest business day before publication of this notice), the Company's issued share capital consisted of 371,924,733 ordinary shares, carrying one vote each. The Company does not hold any ordinary shares in treasury, and therefore the total voting rights in the Company as at 17 August 2016 were 371,924,733.

14. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a **nominated person**) may, under an agreement between him/her and the member by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for this meeting. If a nominated person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.
15. The statements of the rights of Scheme Shareholders in relation to the appointment of proxies in this notice do not apply to nominated persons. Those rights can only be exercised by Scheme Shareholders. If you are receiving this notice as such a nominated person, you are reminded that your main contact in terms of your investment remains as it was (the registered shareholder, or perhaps custodian or broker, who administers the investment on your behalf). Therefore any changes or queries relating to your personal details and holding (including any administration of it) must continue to be directed to your existing contact at your investment manager or custodian. The Company cannot guarantee dealing with matters which are directed to it in error. The only exception to this is where the Company, in exercising one of its powers under the Companies Act 2006, writes to you directly for a response.
16. The venue is wheelchair accessible. Please let the Company know in advance if any attendee will need wheelchair assistance or has any other needs to ensure appropriate arrangements are in place. Anyone accompanying a member in need of assistance will be admitted to this meeting. Other guests will only be admitted at the discretion of the Company.
17. The Company thanks the attendees in advance for their co-operation with the security staff at the venue and kindly requests that each attendee provides one piece of identification, such as photographic ID or a bank card. The Company does not permit cameras or recording equipment at this meeting and should be grateful if attendees would ensure that they switch off their mobile telephone before the start of this meeting. The Company does not permit behaviour which may interfere with anyone's safety or the orderly conduct of this meeting.

PART TEN
NOTICE OF GENERAL MEETING
PREMIER FARNELL PLC

Notice is given that a general meeting of Premier Farnell plc (the **Company**) will be held at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AD at 11.15 a.m. on 12 September 2016 (or as soon thereafter as the meeting of the holders of Scheme Shares (as defined in the Scheme as referred to in the resolution set out below) convened for 11.00 a.m. on the same day and at the same place, by an order of the High Court of Justice, shall have concluded or been adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution.

SPECIAL RESOLUTION

THAT for the purpose of giving effect to the scheme of arrangement dated 19 August 2016 (as amended or supplemented) between the Company and the holders of Scheme Shares (as defined in said scheme of arrangement), a print of which has been produced to this meeting and for the purposes of identification signed by the chairman of this meeting, in its original form or subject to such modification, addition, or condition as may be agreed between the Company and Avnet Bidco Limited and approved or imposed by the Court (the **Scheme**):

- (A) the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (B) with effect from the passing of this resolution, the articles of association of the Company be and are amended by the adoption and inclusion of the following new article 135:

“Scheme of Arrangement

- (i) In this article, references to the **Scheme** are to the Scheme of Arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme dated 19 August 2016 (as amended or supplemented)) and as approved by the holders of the Scheme Shares at the meeting convened by the Court (as defined in the Scheme) and as may be modified or amended in accordance with its terms, and expressions defined in the Scheme shall have the same meanings in this article.
- (ii) Notwithstanding either any other provision of these articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues any ordinary shares (other than to Avnet Bidco Limited (**Bidco**) or its nominee(s)) on or after the adoption of this article and on or before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or any subsequent holder or holders of such ordinary shares shall be bound by the Scheme accordingly.
- (iii) Notwithstanding any other provision of these articles, if any ordinary shares are issued to any person (other than Bidco or its nominee(s)) (the **New Member**) after the Scheme Record Time, such New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) will, provided the Scheme shall have become effective, be obliged to transfer immediately all the ordinary shares held by the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) (the **Disposal Shares**) to Bidco (or as Bidco may otherwise direct) who shall be obliged to acquire all of the Disposal Shares in consideration of and conditional on the payment by or on behalf of Bidco to the New Member of an amount in cash for each Disposal Share equal to the consideration that the New Member would have been entitled to had each Disposal Share been a Scheme Share.
- (iv) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per Disposal Share to be paid under paragraph (iii) above shall be adjusted by the directors in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be fair and reasonable to reflect such reorganisation or alteration. References in this article to ordinary shares shall, following such adjustment, be construed accordingly.

- (v) To give effect to any transfer required by this article, the Company may appoint any person as attorney for the New Member to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of Bidco and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest the Disposal Shares in Bidco and pending such vesting to exercise all such rights to the Disposal Shares as Bidco may direct. If an attorney is so appointed, the New Member shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of Bidco) be entitled to exercise any rights attaching to the Disposal Shares unless so agreed by Bidco. The Company may give good receipt for the purchase price of the Disposal Shares and may register Bidco as holder of the Disposal Shares and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for any Disposal Shares. Bidco shall send a cheque drawn on a UK clearing bank (or shall procure that such a cheque is sent) in favour of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the purchase price of such Disposal Shares within 14 days of the date on which the Disposal Shares are issued to the New Member.
- (vi) If the Scheme shall not have become effective by the date referred to in clause 6(B) of the Scheme (or such later date, if any, as Bidco and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this article shall be of no effect.
- (vii) Notwithstanding any other provision of these articles, both the Company and the directors may refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the effective date of the Scheme.”

19 August 2016

By Order of the Board

Steven Webb

Company Secretary

Registered Office:

Farnell House
Forge Lane
Leeds
LS12 2NE

Registered in England and Wales No. 876412

Notes:

1. Pursuant to the Company's articles of association and Regulation 41 of the Uncertificated Securities Regulations 2001 (the **Regulations**), only holders of ordinary shares of 5 pence in the capital of the Company (each, a **Shareholder**) are entitled to attend, speak and vote at this meeting and may appoint a proxy to attend, speak and vote instead of them. Changes to entries on the register of members after that time shall be disregarded in determining the rights of any person to attend and vote at this meeting. Voting on all resolutions will be by way of a poll. Each Shareholder present at this meeting will be entitled to one vote for every ordinary share registered in his/her name and each corporate representative or proxy will be entitled to one vote for each ordinary share which he/she represents. Shareholders who submit a proxy form with voting instructions in advance of this meeting specifying the chairman of the Company as their proxy, but who attend this meeting in person, need not complete a poll card unless they wish to change their vote. Shareholder may appoint more than one proxy in relation to this meeting provided that each proxy is entitled to exercise the rights attaching to a different share or shares held by that member. A proxy need not be a member of the Company.
2. A yellow form of proxy is enclosed for use at this meeting. To be valid, completed forms of proxy should be returned in accordance with their instructions, along with the power of attorney or other authority, if any, under which they are signed or a notarially certified or office copy of such power or authority, so as to arrive at the offices of the Company's registrar, Computershare Investor Services PLC (**Computershare Investor Services**), not later than 11.15 a.m. on 12 September 2016, or if the meeting is adjourned, at least 48 hours before the start of the adjourned meeting, excluding any part of a day that is not a business day. If the form of proxy is not lodged by the relevant time, it will be invalid.
3. A Shareholder entitled to attend, speak and vote at this meeting is entitled to appoint one or more proxies to attend, speak and vote instead of him/her. A Shareholder may appoint more than one proxy in relation to this meeting, provided that each proxy is appointed to exercise the rights attaching to a different share or shares held by him/her. A proxy need not be a Shareholder but must attend this meeting to represent him/her. A separate proxy form should be used for each proxy appointment. If you intend appointing additional proxies, please contact Computershare Investor Services on 0370 707 1648 (calls to this number from the UK will be charged at the standard national rate plus network extras) or on +44 (0) 370 707 1648 from outside the UK (calls to this number from outside the UK will be charged at the applicable international rate) to obtain (an) additional proxy form(s). Computershare Investor Services may record calls to both numbers for security purposes and to monitor the quality of its services. Alternatively, you may photocopy the enclosed proxy form. A Shareholder appointing more than one proxy should indicate the number of shares for which each proxy is authorised to act on his/her holding and mark the box indicating that the proxy instruction is one of multiple instructions being given. Failure to specify the number of shares to which each proxy form relates or specifying a number which, when taken together with the number of shares set out in the other proxy appointments, is in excess of the number of shares held by the Shareholder may result in the proxy appointment being invalid. If the proxy form is returned without an indication as to how the proxy shall vote on any particular matter, the proxy will exercise his discretion as to whether, and if so how, he votes. A Shareholder must inform Computershare Investor Services in writing of any termination of the authority of a proxy. If more than one valid proxy appointment is received, the appointment received last before the latest time for the receipt of the proxies will take precedence.
4. A Shareholder may, if he/she wishes, register the appointment of a proxy or proxies, and give voting instructions for this meeting, electronically by logging on to www.investorcentre.co.uk/eproxy. He/she will need to use the series of numbers made up of his/her Control Number, Shareholder Reference Number and PIN printed on his/her proxy form. Full details of the procedure are given on the website. The proxy appointment and/or voting instructions must be received by Computershare Investor Services at least 48 hours before the appointed time of this meeting, that is to say, no later than 11.15 a.m. on 12 September 2016 or, if the meeting is adjourned, at least 48 hours before the start of the adjourned meeting, in each case excluding any part of a day that is not a business day. Please note that any electronic communication sent to the Company or Computershare Investor Services that is found to contain a computer virus will not be accepted. The use of the internet service in connection with this meeting is governed by Computershare Investor Services' conditions of use set out on the website, www.investorcentre.co.uk/eproxy, and may be read by logging on to that site.

5. Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for this meeting or any adjournment of this meeting by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual available via www.euroclear.com/CREST. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service providers, who will be able to take the appropriate action on their behalf.
6. In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with Euroclear UK and Ireland Limited's (**Euroclear**) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Computershare Investor Services (ID 3RA50) not later than 11.15 a.m. on 12 September 2016 or, if the meeting is adjourned, at least 48 hours before the start of the adjourned meeting, excluding any part of a day that is not a business day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Computershare Investor Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
7. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Regulations.
8. Completion and return of a form of proxy, or the appointment of proxies through CREST, will not preclude a Shareholder from attending and voting in person at this meeting, or any adjournment of this meeting.
9. In the case of joint holders of ordinary shares the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding (the first named being the most senior).
11. You may not use any electronic address provided either in this notice or in any related documents (including the enclosed proxy form) to communicate with the Company for any purposes other than those expressly stated.
12. A member of the Company which is a corporation may authorise a person or persons to act as its representative(s) at this. In accordance with the provisions of the Companies Act 2006 (as amended by the Companies (Shareholders' Rights) Regulations 2009), each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same shares.
13. As at 17 August 2016 (being the latest business day before publication of this notice), the Company's issued share capital consisted of 371,924,733 ordinary shares, carrying one vote each. The Company does not hold any ordinary shares in treasury, and therefore the total voting rights in the Company as at 17 August 2016 were 371,924,733.
14. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a **nominated person**) may, under an agreement between him/her and the member by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for this meeting. If a nominated person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.

15. The statements of the rights of Shareholders in relation to the appointment of proxies in this notice do not apply to nominated persons. Those rights can only be exercised by Shareholders. If you are receiving this notice as such a nominated person, you are reminded that your main contact in terms of your investment remains as it was (the registered shareholder, or perhaps custodian or broker, who administers the investment on your behalf). Therefore any changes or queries relating to your personal details and holding (including any administration of it) must continue to be directed to your existing contact at your investment manager or custodian. The Company cannot guarantee dealing with matters which are directed to it in error. The only exception to this is where the Company, in exercising one of its powers under the Companies Act 2006, writes to you directly for a response.
16. The venue is wheelchair accessible. Please let the Company know in advance if any attendee will need wheelchair assistance or has any other needs to ensure appropriate arrangements are in place. Anyone accompanying a member in need of assistance will be admitted to this meeting. Other guests will only be admitted at the discretion of the Company.
17. The Company thanks the attendees in advance for their co-operation with the security staff at the venue and kindly requests that each attendee provides one piece of identification, such as photographic ID or a bank card. The Company does not permit cameras or recording equipment at this meeting and should be grateful if attendees would ensure that they switch off their mobile telephone before the start of this meeting. The Company does not permit behaviour which may interfere with anyone's safety or the orderly conduct of this meeting.
18. Under Section 319A of the Companies Act 2006, any Shareholder attending this meeting has the right to ask questions. The Company must answer any such question relating to the business being dealt with at this meeting but no such answer need be given if:
 - (a) to do so would interfere unduly with the preparation for the this meeting or involve the disclosure of confidential information;
 - (b) the answer has already been given on a website in the form of an answer to a question; or
 - (c) it is undesirable in the interests of the Company or the good order of this meeting that the question be answered.
19. A copy of this notice, and other information required by section 311A of the Companies Act 2006, can be found at <http://www.premierfarnell.com/investors>.

