

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT TO THE Settlement Agreement (this “**Amendment**”) entered into and effective as of April 23, 2020 (the “Effective Date”), by and among Plaintiffs Chip-Tech, Ltd., Dependable Component Supply Corp., eIQ Energy, Inc., and Walker Component Group, Inc. (together, the “Direct Purchaser Plaintiffs” or “Plaintiffs”), by and through the Joseph Saveri Law Firm, Inc. (“Class Counsel”) and AVX Corporation (“AVX”)

RECITALS

WHEREAS, Direct Purchaser Plaintiffs and AVX previously entered into the Settlement Agreement on March 12, 2020;

WHEREAS, Paragraph 44 of the Settlement Agreement permits the parties to modify or amend the Settlement Agreement by a writing executed by Class Counsel and AVX; and

WHEREAS, the parties desire to amend the Settlement Agreement as set forth herein.

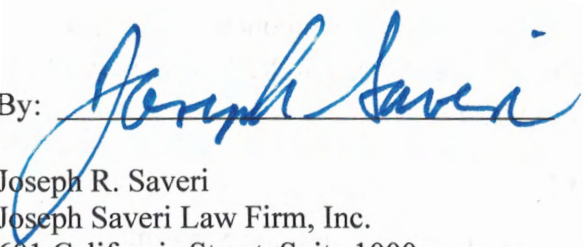
NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions, paragraph w., shall be amended to provide as follows:

"Settlement Amount" means the sum of sixty-five million dollars (\$65,000,000) payable in lawful money of the United States as set forth in Paragraph 18 below.

2. Except as set forth in this Amendment, the Settlement Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Settlement Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this Settlement Agreement as of the Effective Date

By: 

Joseph R. Saveri
Joseph Saveri Law Firm, Inc.
601 California Street, Suite 1000
San Francisco, CA 94108

**Class Counsel
for Direct Purchaser Plaintiffs**



By: _____

Bruce D. Sokler
Mintz, Levin, Cohn, Ferns,
Glovsky and Popeo, P.C
701 Pennsylvania Ave. NW, Suite 900
Washington, DC 20004

Counsel for AVX Corporation