

**SECOND AMENDMENT TO THE AGREEMENT DATED MARCH 27, 2011 (as amended)**

**BETWEEN:**

**Nexans S.A.**, a *société anonyme* incorporated and organized under the laws of France, having its registered office at 8, rue du Général Foy, 75008 Paris, France, registered with the *Registre du commerce et des sociétés de Paris* under number 393 525 852 (*Nexans*); and

**Invexans S.A. (formerly Madeco)**, a *sociedad anonima* incorporated and organized under the laws of Chile, having its registered office at San Francisco, 4760, San Miguel, Santiago, Chile, registered under RUT number 91.021.000-9 and registered with the Commerce Registry of Santiago under page 1099 n°946 in the year 1994 (*Invexans*),

Each a *Party* and together, the *Parties*.

**WHEREAS:**

(A) The Parties have entered into an agreement dated 27 March 2011 setting out the rights and obligations of the Parties in relation to Invexans' shareholding in Nexans, as amended pursuant to an amendment agreement dated 26 November 2012 (together, the *Agreement*);

(B) Taking into account the terms of the letter that Invexans intends to address to Nexans, Nexans and Invexans have now agreed to enter into this amendment to terminate the Agreement (the *Second Amendment*). Prior to the execution of this Second Amendment, the draft Second Amendment was submitted to the board of directors of Nexans, who approved it during a meeting held on 22 May 2014.

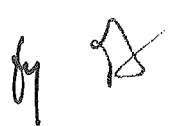
**THE PARTIES HAVE AGREED AS FOLLOWS:**

**Article 1 – Definitions**

Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned to such term in the Agreement. In this Second Amendment, the term Second Amendment means this second amendment to the Agreement.

**Article 2 – Termination of the Agreement**

Article 2.1 - Agreement. The Parties agree to terminate the Agreement with immediate effect from the execution of this Second Amendment



Article 2.2 - Acknowledgment. The Parties acknowledge that, upon execution of this Second Amendment and, consequently, the termination of the Agreement both Parties are released from, and have no obligations whatsoever under the Agreement, save for all rights and obligations which have accrued prior to termination of the Agreement.

**Article 3 – Miscellaneous Provisions**

Article 3.1 – References to the Agreement

All references to the Agreement in the Second Amendment or in any other document executed or delivered in connection therewith, shall, from the date hereof, be deemed as reference to the Agreement as amended by this Second Agreement, unless the context otherwise requires.

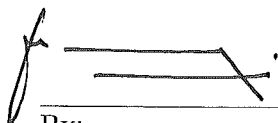
Article 3.2 – Effectiveness

This Second Amendment shall be effective as of the date hereof.

Executed in Paris, on May 22, 2014, in two original copies,

**NEXANS S.A.**

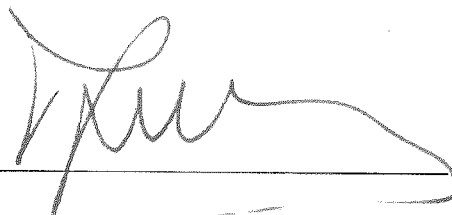
**INVEXANS S.A.**



By:

Name: Frédéric Vincent

Title: Président-Directeur Général



By:

Name: Felipe Joannon

Title: Chairman