

MG01

Particulars of a mortgage or charge



129148/221
IRIS
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

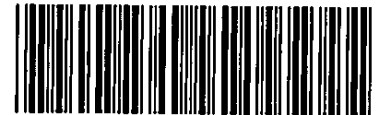
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

WEDNESDAY



LZCWLEA1

LD4

21/10/2009

37

COMPANIES HOUSE

1

Company details

Company number 0 5 9 0 0 8 5 3

Company name in full CEVA Group plc (the "Chargor")

6

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 0 6 1 0 2 0 0 9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Fixed and floating security document (the "**Debenture**") dated 6 October 2009 between, amongst others, the Chargor and Law Debenture Trust Company of New York for itself and in its capacity as collateral agent for the benefit of the Trustee and the Holders (each as defined in the attached continuation sheet) and their respective successors and assigns (the "**Collateral Agent**").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The "**Secured Obligations**", which are defined in the Debenture as meaning, with respect to the Chargor, any principal, interest, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any indebtedness (other than fees or indemnifications in favour of the Trustee and other third parties other than the Holders of the obligations under the October 2009 Indenture and CEVA Group plc's 11.625% senior secured notes due 2016 issued under the October 2009 Indenture on or after 6 October 2009) and, for the avoidance of doubt, the Secured Obligations include the Guarantee.

Continuation page

Please use a continuation page if you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name Law Debenture Trust Company of New York

Address 400 Madison Avenue, 4th floor, New York

United States of America

Postcode N Y 1 0 0 1 7

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars Please see attached continuation pages.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Lanklaters LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Paul Doe

Company name Linklaters LLP

Address One Silk Street
Please return via CH London Courier

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS. DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

CEVA GROUP PLC 05900853

CONTINUATION PAGE (1)

1. FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Secured Obligations (whether of that or any other Chargor), charged in favour of the Collateral Agent, its successors and permitted assigns (for itself and as trustee for the ratable benefit of the Holders):

(a) by way of legal mortgage, all Material Real Property in England and Wales (including that described in Schedule 3 (*Material Real Property*) of the Debenture) now belonging to it at the date of the Debenture, subject, in the case of leasehold property, as the case may be, to the consent or waiver in Clause 6.4 (*Leasehold Restricting Charging*) of the Debenture being obtained;

(b) by way of fixed equitable charge, all other Real Property (to the extent the same is not the subject of an effective legal mortgage under paragraph (a) above) belonging to it at the date of the Debenture and all Real Property acquired by it in the future subject, in the case of leasehold property, as the case may be, to the consent or waiver in Clause 6.4 (*Leasehold Restricting Charging*) of the Debenture being obtained; and

(c) by way of fixed charge, all its present and future:

(i) Book Debts;

(ii) Bank Accounts;

(iii) Investments (including the Group Shares described in Schedule 4 (*Investments and Group Shares*) of the Debenture);

(iv) uncalled capital;

(v) goodwill;

(vi) Intellectual Property (subject, as the case may be, to the consent or waiver in Clause 6.5 (*Intellectual Property Restricting Charging*) of the Debenture being obtained) (including that described in Schedule 5 (*Intellectual Property*) of the Debenture);

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>CEVA GROUP PLC 05900853</p> <p>CONTINUATION PAGE (2)</p> <p>(vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Debenture);</p> <p>(viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits; and</p> <p>(ix) rights, title and benefit in and to each present and future Acquisition Document (including any claim or action thereunder).</p> <p>2. FLOATING CHARGE</p> <p>2.1 Creation</p> <p>The Chargor, with full title guarantee and as security for the payment of all Secured Obligations (whether of that or any other Chargor), charged in favour of the Collateral Agent, its successors and permitted assigns (as trustee for the ratable benefit of the Holders) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (<i>Fixed charges</i>) of the Debenture or assigned by Clause 5 (<i>Assignment</i>) of the Debenture).</p> <p>3. ASSIGNMENT</p> <p>3.1 Assignment</p> <p>The Chargor, with full title guarantee, hereby assigns, by way of assignment, absolutely to the Collateral Agent, its successors and permitted assigns (as trustee for the ratable benefit of the Holders) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to any Chargor and any claims, awards and judgments in favour of, receivable or received by any Chargor, under or in connection with pursuant to the Assigned Contracts.</p> <p>3.2 Assignment of proceeds</p> <p>To the extent that any such right, title, interest or benefit described in Clause 5.1 (<i>Assignment</i>) of the Debenture is not assignable or capable of assignment, such assignment purported to be effected by Clause 5.1 (<i>Assignment</i>) of the Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit or income which the Chargor may derive from such Assigned Contracts or be awarded or entitled to in respect of such Assigned Contracts as continuing security for the payment, discharge and performance of the Secured Obligations (whether of that or any other Chargor) at any time owed or due to the Holders (or any of them).</p>	

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Short particulars	<p>CEVA GROUP PLC 05900853</p> <p>CONTINUATION PAGE (3)</p> <p>Note (1): In this Form, except to the extent that the context requires otherwise:</p> <p>"Acquisition Agreements" means the Apollo Acquisition Agreement and the EGL Acquisition Agreement (each as defined in the October 2009 Indenture).</p> <p>"Acquisition Documents" means the Acquisition Agreements and any other document entered into in connection therewith, in each case as amended, supplemented or modified from time to time prior to August 13, 2007 or thereafter (so long as any amendment, supplement or modification after August 13, 2007, together with all other amendments, supplements and modifications after August 13, 2007, taken as a whole, is not more disadvantageous to the Holders of the Securities (as defined in the October 2009 Indenture) in any material respect than the Acquisition Documents as in effect on August 13, 2007).</p> <p>"Apollo Acquisition Agreement" means that certain agreement for the sale and purchase of all the issued and outstanding shares in the capital of TNT Logistics Holdings B.V. and the SNCF Business, dated August 23, 2006.</p> <p>"Assigned Contracts" means the contracts, agreements, instruments, notes or other documents listed in Schedule 6 (<i>Assigned Contracts</i>) of the Debenture and the Intercompany Loans.</p> <p>"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances at the date of the Debenture or in the future standing to the credit of or accrued or accruing on those accounts (including interest). "Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Debenture or in the future due, owing or payable to it in the ordinary course of business and the benefit of all related negotiable instruments, rights, Liens, guarantees and indemnities of any kind.</p> <p>"Chargors" means each of the companies listed in schedule 1 of the Debenture.</p> <p>"Company" means CEVA Group plc.</p> <p>"EGL Acquisition Agreement" means that certain agreement and plan of merger, dated as of May 24, 2007, among the Company, CEVA Texas Holdco Inc., and EGL, Inc., as amended, supplemented or modified from time to time on or prior to August 13, 2007.</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.</p> <p>"Group Shares" means all shares in any directly-owned Subsidiary, or when used in relation to the Chargor, such of those shares as are specified against its name in Part II of Schedule 4 (<i>Investments and Group Shares</i>) of the Debenture.</p>	

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CONTINUATION PAGE (4)

"Guarantee" means any guarantee of the obligations of the Chargor under the October 2009 Indenture and the Securities by any Person in accordance with the provisions of the October 2009 Indenture.

"Guarantor" means the guarantors listed on Schedule A of the October 2009 Indenture and any other Person that incurs a Guarantee; provided that upon the release or discharge of each such Person from its Guarantee in accordance with the October 2009 Indenture, such Person ceases to be a Guarantor.

"Holder" means the Person in whose name a Security is registered on the registrar's books.

"Insolvency Act" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002.

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Debenture or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest but excluding any directors and officers insurance.

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it at the date of the Debenture or in the future owns or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) (including those specified in schedule 5 (*Intellectual Property*) of the Debenture).

"Intercompany Loans" means each of the present and future loans made to any of the Company or any Subsidiary of the Company (or other debts owed by the Company or any Subsidiary of the Company) to which the Chargor is a party in its capacity as creditor (including those specified in Schedule 6 (*Assigned Contracts*) of the Debenture).

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CONTINUATION PAGE (5)

"Investments" of the Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Debenture or in the future owned by it legally or beneficially or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest including any Group Shares, but, for the avoidance of any doubt, excluding the shares held by the Chargor(formerly Louis No.1 plc) in Louis No. 2 Limited.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any other agreement to give a security interest and any filing of or agreement to give any financing statement under the Uniform Commercial Code (as defined in the October 2009 Indenture) (or equivalent statutes) of any jurisdiction); provided that in no event shall an operating lease be deemed to constitute a Lien.

"Material Real Property" means Real Property of the Chargor having (i) in respect of existing Material Real Property, a value of at least €3,000,000; and (ii) in respect of future Material Real Property, a value of at least €5,000,000.

"October 2009 Indenture" means the indenture dated 6 October 2009 between, amongst others, the Chargor as the Company (as defined therein), the Guarantors listed in the October 2009 Indenture and the Trustee.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

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CONTINUATION PAGE (6)

"**Securities**" means the Chargor's 11.625% senior secured notes due 2016 issued under the October 2009 Indenture on or after 6 October 2009.

"**Subsidiary**" has the meaning given to it in the October 2009 Indenture.

"**Trustee**" means The Bank of New York Mellon.

Note (2): Schedule 3 of the Debenture provides:

Material Real Property

CHARGOR	MATERIAL REAL PROPERTY	TITLE NUMBERS
CEVA Group plc	None at the date of the Debenture	N/A

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CONTINUATION PAGE (7)

Note (3): Schedule 4 of the Debenture provides:

Investments and Group Shares

Investments

CHARGOR	DETAILS OF EACH INVESTMENT
CEVA Group plc	None at the date of the Debenture

Group Shares

CHARGOR	NAME OF COMPANY IN WHICH GROUP SHARES ARE HELD
CEVA Group plc	CEVA Limited and Paintblend Limited

Note (4): Schedule 5 of the Debenture provides that:

Intellectual Property

The Chargors

Patents

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

Registered Designs

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS	OWNER
None	N/A	N/A	N/A	N/A	N/A

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CONTINUATION PAGE (8)

Note (5): the Debenture provides that:

1 Security

The Chargor shall not create or permit to subsist any Lien over any Charged Asset, nor do anything else prohibited by the October 2009 Indenture, except for the First-Priority Liens, the Second-Priority Liens or as permitted by the October 2009 Indenture.

2 Disposal

The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except in connection with the First-Priority Liens, the Second-Priority Liens or as expressly permitted by the October 2009 Indenture.

3 Conversion by notice

The Collateral Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically):

- 3.1 if it reasonably considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- 3.2 while an Enforcement Event is continuing.

4 Automatic conversion

If:

- 4.1 the Chargor takes any step to create any Lien in breach of clause 6.1 (*Security*) of the Debenture over any of the Charged Assets not subject to a fixed Charge; or
- 4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

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Short particulars	<p>CEVA GROUP PLC 05900853</p> <p>CONTINUATION PAGE (9)</p> <p>For the purposes of this Note (5):</p> <p>"August 2007 Debenture" means the fixed and floating charge document dated 13 August 2007 between the Chargors listed therein and The Bank of New York Mellon as Collateral Agent.</p> <p>"August 2007 Second-Priority Liens" means the Liens created or expressed to be created by or pursuant to the August 2007 Debenture.</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.</p> <p>"Charges" means all or any of the Liens created or expressed to be created by or pursuant to the Debenture.</p> <p>"Enforcement Event" means an Event of Default.</p> <p>"Event of Default" has the meaning given to it in the October 2009 Indenture.</p> <p>"First-Lien Intercreditor Agreement" means the lien subordination and intercreditor agreement dated 6 October 2009 (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, Credit Suisse as Intercreditor Agent, the Trustee, the Chargor as the Company (as defined therein) and each Subsidiary of the CEVA Group plc listed on Schedule I of the thereto.</p> <p>"First-Priority Liens" means Liens granted to any Secured Senior Agent or the Senior Lenders (as defined in the First-Lien Intercreditor Agreement) on the Security Property (as defined in the Intercreditor Agreement).</p> <p>"Intercreditor Agreement" has the meaning given to it in the October 2009 Indenture.</p> <p>"July 2009 Debenture" means the fixed and floating charge document dated 22 July 2009 between the Chargors listed therein and Law Debenture Trust Company of New York as Collateral Agent.</p> <p>"July 2009 Second-Priority Liens" means the Liens created or expressed to be created by or pursuant to the July 2009 Debenture.</p> <p>"Second-Lien Intercreditor Agreement" means the lien subordination and intercreditor agreement dated 13 August 2007 (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, Credit Suisse as Intercreditor Agent, the Collateral Agent, the Chargor as the Company (as defined therein) and each Subsidiary of the Chargor listed on schedule 1 thereto.</p> <p>"Second-Priority Liens" means the August 2007 Second-Priority Liens and the July 2009 Second-Priority Liens.</p> <p>"Secured Senior Agent" has the meaning given to it in the Intercreditor Agreement.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5900853
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 6 OCTOBER 2009 AND CREATED BY CEVA
GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LAW DEBENTURE TRUST
COMPANY OF NEW YORK UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 OCTOBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES