

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

☐ **What this form is for**
You cannot use this form to register
a statement of satisfaction in full or in
part of a fixed charge or a fixed
company registered do this, please use

FRIDAY



A14 "AQQCEIMK" 26/03/2010 16
COMPANIES HOUSE

ase
uk

1 Company details

Company number 05900853

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

Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 13/08/2007

Description Second lien fixed and floating security document (the "Debenture")

Date of registration 31/08/2007

**You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'**
**The date of registration may be
confirmed from the certificate.**

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name The Bank of New York

Address One Canada Square, London, United Kingdom

Postcode E14 5AL

Name

Address

Postcode

Name

Address

Postcode

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

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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

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full.
☐ In part.

① Please tick one box only.

6

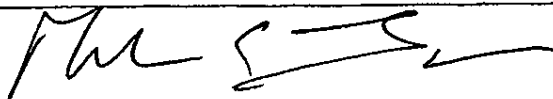
Signature

Please sign the form here

Signature

Signature

X



X

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

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4		Short particulars of all the property mortgaged or charged																																				
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Short particulars	<p>Note (5) Schedule 5 of the Debenture provides</p> <p>INTELLECTUAL PROPERTY</p> <p>The Chargors</p> <p>Patents</p> <table border="1"> <thead> <tr> <th>TITLE</th> <th>APPLICATION NO</th> <th>GRANT NO</th> <th>JURISDICTIONS</th> <th>STATUS</th> </tr> </thead> <tbody> <tr> <td>None</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table> <p>Registered Designs</p> <table border="1"> <thead> <tr> <th>TITLE</th> <th>APPLICATION NO</th> <th>GRANT NO</th> <th>JURISDICTIONS</th> <th>STATUS</th> </tr> </thead> <tbody> <tr> <td>None</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table> <p>Trade Marks</p> <table border="1"> <thead> <tr> <th>MARK</th> <th>NUMBER</th> <th>CLASS(ES)</th> <th>JURISDICTION</th> <th>STATUS</th> <th>OWNER</th> </tr> </thead> <tbody> <tr> <td>None</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>						TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS	None	N/A	N/A	N/A	N/A	TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS	None	N/A	N/A	N/A	N/A	MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS	OWNER	None	N/A	N/A	N/A	N/A	N/A
TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS																																		
None	N/A	N/A	N/A	N/A																																		
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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

GROUP SHARES

CHARGOR

NAME OF COMPANY IN WHICH GROUP SHARES ARE HELD

CEVA Group plc

CEVA Limited

CEVA Limited

CEVA Supply Chain Solutions Limited, CEVA Logistics Holding Italy S p A CEVA Logistics Holdings B V, CEVA Logistics US Holdings Inc, CEVA Logistics CEE Holding GmbH, CEVA Logistics Dutch Holdco B V, Newsagents Wholesale Corp Ltd (dormant), CEVA Logistics Holdings Spain S L

CEVA Supply Chain Solutions Limited

CEVA Showfreight Limited, CEVA Network Logistics Limited, CEVA Logistics limited (33.15%), Newspaper Transport Ltd (dormant) and CEVA Logistics NI Ltd (dormant)

CEVA Network Logistics Limited

CEVA Container Logistics Limited

CEVA Container Logistics Limited

CEVA Distribution Limited and CEVA Logistics Limited (66.85%)

CEVA Logistics Limited

None at the date of this Deed

Eagle Global Logistics (UK) Limited

None at the date of this Deed

EGL (UK) Holding Company Limited

EGL (UK) Holdings Limited

EGL (UK) Holdings Limited

EGL Eagle Global Logistics (UK) Limited

EGL Eagle Global Logistics (UK) Limited

Eagle Global Logistics (UK) Limited and FJ Tytherleigh & Co Limited

F J Tytherleigh & Co Limited

F J Tytherleigh (USA) Inc, F J Tytherleigh (NZ) Limited and F J Marketing Services PTY Limited

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4		Short particulars of all the property mortgaged or charged	
		Please give the short particulars of the property mortgaged or charged.	
Short particulars	Note (4) Schedule 4 of the Debenture provides		
	INVESTMENTS AND GROUP SHARES		
	INVESTMENTS		
	CHARGOR	DETAILS OF EACH INVESTMENT	
	CEVA Group plc	None at the date of this Deed	
	CEVA Limited	None at the date of this Deed	
	CEVA Supply Chain Solutions Limited	None at the date of this Deed	
	CEVA Network Logistics Limited	None at the date of this Deed	
	CEVA Container Logistics Limited	None at the date of this Deed	
	CEVA Logistics Limited	None at the date of this Deed	
	Eagle Global Logistics (UK) Limited	None at the date of this Deed	
	EGL (UK) Holding Company Limited	None at the date of this Deed	
	EGL (UK) Holdings Limited	None at the date of this Deed	
	EGL Eagle Global Logistics (UK) Limited	None at the date of this Deed	
	F J Tytherleigh & Co Limited	None at the date of this Deed	

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4	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged.	
Note (3) Schedule 3 of the Debenture provides		TITLE NUMBERS
CHARGOR	MATERIAL REAL PROPERTY	
CEVA Group plc	None at the date of this Deed	N/A
CEVA Limited	None at the date of this Deed	N/A
CEVA Supply Chain Solutions Limited	None at the date of this Deed	N/A
CEVA Network Logistics Limited	None at the date of this Deed	N/A
CEVA Container Logistics Limited	None at the date of this Deed	N/A
CEVA Logistics Limited	(I) The Airfield, Norwich Road, Mendlesham	(I) SK 196777
	(II) Unit 9, Links Road, Finedon Road Industrial Estate, Wellingborough	(II) NN 131257
	(III) Land and buildings on the south side of Earlstrees Road, Corby	(III) NN 180590
	(IV) 48c Pipers Road, Park Farm Industrial Estate	(IV) HW 112545
	(v) Plots 9 and 10, The Flarepath, Elsham Wold Industrial Estate, Elsham	(v) HS 256604
Eagle Global Logistics (UK) Limited	None at the date of this Deed	N/A
EGL (UK) Holding Company Limited	None at the date of this Deed	N/A
EGL (UK) Holdings Limited	None at the date of this Deed	N/A
EGL Eagle Global Logistics (UK) Limited	Logistics Centre, Erskine Harbour, Erskine, Renfrewshire, Scotland PA8 SAP	REN100852
F J Tytherleigh & Co Limited	None at the date of this Deed	N/A

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Investments" of the Chargor means</p> <p>(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments</p> <p>(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</p> <p>(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,</p> <p>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 CEVA Group Plc (formerly Louis No 1 plc) in Louis No 2 limited.</p> <p>"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.</p> <p>"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</p> <p>"Obligations" has the meaning given to it in the Indenture and, for the avoidance of doubt, includes the Guarantee.</p> <p>"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)</p> <p>"Second Lien Intercreditor Agreement" means a lien subordination and intercreditor agreement dated on or about the date of the Debenture and entered into between, amongst others, Credit Suisse as Intercreditor Agent, the Collateral Agent, CEVA Group Plc as the Company (as defined therein) and each Subsidiary of CEVA Group pPc listed on schedule 1 thereto.</p> <p>"Secured Obligations" means, with respect to the Chargor, its Obligations under the Indenture and the Securities (as defined in the Indenture) and, for the avoidance of doubt, includes the Guarantee.</p> <p>"Secured Senior Agent" has the meaning given to it in the Intercreditor Agreement</p> <p>"Subsidiary" has the meaning given to it in the Indenture</p>

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Short particulars	<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 (Investments and Group Shares)</p> <p>"Guarantee" has the meaning given to it in the Indenture</p> <p>"Guarantor" has the meaning given to it in the Indenture.</p> <p>"Holder" has the meaning given to it in the Indenture</p> <p>"Indenture" means the Indenture dated on or about the date of the Debenture and entered into between, amongst others, CEVA Group plc as the Company (as defined therein), the Guarantors listed therein, The Bank of New York as Trustee and BNY Financial Services plc as Irish paying agent and transfer agent.</p> <p>"Insolvency Act" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002</p> <p>"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.</p> <p>"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)</p> <p>"Intercreditor Agent" has the meaning given to it in the Second Lien Intercreditor Agreement</p> <p>"Intercreditor Agreement" has the meaning given to it in the Indenture.</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Note (2) In this Form, except to the extent that the context requires otherwise</p> <p>"Acquisition Agreement" means the 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 23 August 2006.</p> <p>"Acquisition Document" means the collective reference to the Acquisition Agreement, all material exhibits and schedules thereto and all agreements expressly contemplated thereby</p> <p>"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.</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)</p> <p>"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>"Charges" means all or any of the Liens created or expressed to be created by or pursuant to the 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>"Chargors" means each of the companies listed in schedule 1 of the Debenture.</p> <p>"Collateral Agent" means The Bank of New York acting for itself and in its capacity as collateral agent for the benefit of the Holders and their respective successors and assigns.</p> <p>"Enforcement Event" means an Event of Default</p> <p>"Event of Default" has the meaning given to it in the Indenture</p> <p>"First-Priority Lien" means Liens granted to any Secured Senior Agent or the Senior Lenders (as defined in the Second Lien Intercreditor Agreement) on the Security Property (as defined in the Intercreditor Agreement)</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.</p>

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Note (1) The Debenture provides that</p> <p>2.2 Qualifying Floating Charge</p> <p>(a) The floating Charge created by the Chargor pursuant to clause 4 1 (Creation) of the Debenture is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture and the Administrative Agent may appoint an Administrator of the Chargor pursuant to that paragraph</p> <p>2.3 Ranking</p> <p>The floating Charge created by the Chargor ranks</p> <p>(a) behind all the fixed Charges created by the Chargor, but</p> <p>(b) In priority to any other Lien over the Charged Assets of the Chargor except for Lien ranking in priority in accordance with paragraph (f) of schedule 2 (Rights of Receivers) of the Debenture</p> <p>2.4 Conversion by notice</p> <p>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)</p> <p>(a) 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</p> <p>(b) while an Enforcement Event is continuing</p> <p>2 5 Automatic conversion</p> <p>If</p> <p>(a) 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</p> <p>(b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>2.6 Security</p> <p>The Chargor shall not create or permit to subsist any lien over any Charged Asset, nor do anything else prohibited by the Indenture, except for the First-Priority Liens or as permitted by the Indenture</p> <p>2 7 Disposal</p> <p>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 First-Priority Liens or as expressly permitted by the Indenture</p>

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Short particulars	<p>1 FIXED CHARGES</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 (for itself and as trustee for the rateable benefit of the Holders)</p> <p>(a) by way of legal mortgage, all Matenal Real Property in England and Wales (including that described in schedule 3 (Material Real Property) of the Debenture) 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,</p> <p>(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</p> <p>(c) by way of fixed charge, all its present and future</p> <ul style="list-style-type: none"> (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), (vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of clause 3 of the Debenture), (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and (ix) rights, title and benefit in and to each present and future Acquisiton Document (including any claim or action thereunder) <p>2 FLOATING CHARGE</p> <p>2.1 Creation</p> <p>The Chargor, with full title guarantee and as secunty 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 rateable 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 (Fixed charges) of the Debenture or assigned by Clause 5 (Assignment) of the Debenture)</p>

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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. The contact information you give will be visible to searchers of the public record.

Contact name Viviane Cotes

Company name Akin Gump LLP

Address Eighth Floor

Ten Bishops Square

Post town London

Country/Region

Postcode E 1 6 A G

Country United Kingdom

DX

Telephone 020 7012 9600



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form.



Important information

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



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