

# M

COMPANIES FORM No. 395

196335/52

## Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[8][1][1][1]

04439718

Name of company

\* E2V TECHNOLOGIES PLC (the **Pledgor**)

Date of creation of the charge

25 July 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

A French law financial instruments account pledge agreement (Acte de nantissement de compte d'instruments financiers) dated 25 July 2006 between (among others) the Pledgor and the Security Agent (as defined below) (the **Financial Instruments Account Pledge Agreement**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Pledgor (as Borrower and as Guarantor) to the Finance Parties (or any of them) under and in relation to each or any of the Finance Documents together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the **Secured Liabilities**).

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc, 25 Gresham Street, London (the **Security Agent**)

Postcode EC2V 7HN

Presentor's name address and  
reference (if any):

Allen & Overy LLP  
40 Bank Street  
Canary Wharf  
London E14 5NR

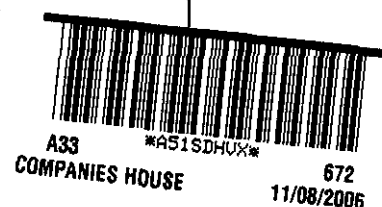
DJC/MNW/BK:4770709.1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See continuation sheets.

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

*Allen & Overy LLP*

Date

*9* August 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

*† delete as  
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

### 1. PLEDGE

- (a) As security for the payment and discharge in full of the Secured Liabilities, the Pledgor has pledged in favour of the Beneficiaries and in accordance with article L.431-4 of the Code (as modified by the *ordonnance* dated 24 February 2005), the Financial Instruments Account, the Financial Instruments, the Bank Account and the Credit Balance.
- (b) For the avoidance of doubt, the scope of the Pledge (*assiette du gage*) shall comprise in accordance with article L.431-4 of the Code (as modified by the *ordonnance* dated 24 February 2005):
  - (i) any Substituted Financial Instruments and the Pledgor undertakes to credit such Substituted Financial Instruments directly to the Financial Instruments Account immediately upon becoming the owner of such Substituted Financial Instruments, without any such operation constituting in any manner a novation of the rights and security granted to the Beneficiaries under the Financial Instruments Account Pledge Agreement; and
  - (ii) any Cash Distributions and the Pledgor shall procure that the Account Holder pays all such Cash Distributions to the Pledgor by directly crediting the Bank Account.
- (c) In accordance with article L.431-4 I of the Code (as modified by the *ordonnance* dated 24 February 2005), any financial instrument and any sum subsequently recorded in the Financial Instruments Account and the Bank Account (as the case may be), as a guarantee of the Secured Liabilities are governed by the same terms and conditions as those initially recorded and are considered as having been recorded at the date of the initial Statement of Pledge.

### 2. UNDERTAKINGS

The Pledgor undertakes to the Beneficiaries that, throughout the Security Period:

- (a) it will not take any action whereby the rights attaching to the Financial Instruments, the Financial Instruments Account, the Credit Balance or the Bank Account are altered or the Pledge is affected; and
- (b) it will not allow any Security Interest (other than the Pledge constituted pursuant to the Financial Instruments Account Pledge Agreement) to be created or to subsist on the Financial Instruments Account, the Financial Instruments, the Bank Account or the Credit Balance.

### 3. INTERPRETATION

#### Definitions

In this Companies Form 395:

**Accession Agreement** means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and the Pledgor may agree.

**Account Holder** means the Company.

**Acquisition** means the acquisition by the Purchaser of the Target Shares on the terms of the Acquisition Agreement.

**Acquisition Agreement** means the share purchase agreement dated on or around the date of the Credit Agreement relating to the sale and purchase of the Target Shares and made between the Purchaser and the Vendor.

**Additional Borrower** means a member of the Group which becomes a Borrower after the date of the Credit Agreement.

**Additional Guarantor** means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

**Administrative Party** means an Arranger, Facility Agent or the Security Agent.

**Affiliate** means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

**Arrangers** means each of Barclays Bank PLC, HSBC Bank plc, Lloyds TSB Bank plc and ABN AMRO Bank N.V.

**Bank Account** means the special bank account (*compte bancaire spécial*) number 3036 8000 9800 9866 Y000 692 opened in the name of the Pledgor with the Account Holder of the Bank Account and pledged in favour of the Beneficiaries as part of the Pledge created by the Statement of Pledge in accordance with article L.431-4 of the Code (as modified by the *ordonnance* dated 24 February 2005) and to which all Cash Distributions are, at any time, credited pursuant to the terms of the Financial Instruments Account Pledge Agreement.

**Beneficiaries** means the Finance Parties.

**Borrower** means an Original Borrower or an Additional Borrower.

**Cash Distributions** means any amount payable in respect of the Financial Instruments (*fruits et produits*) including, without limitation, any dividends, interest or other cash distributions.

**Closing Date** means the date on which Completion occurs.

**Code** means the French Monetary and Financial Code (*Code monétaire et financier*).

**Company** means E2V TECHNOLOGIES SAS, a company incorporated under the laws of France as a *société par actions simplifiée*, with a share capital of EUR 37,000, whose registered office is at Route de Gisy Parc Burospace Bâtiment 16, 91570 Bièvres, France, registered with the Trade and Companies Registry (*Registre du Commerce et des Sociétés*) of Evry under number 443 132 204.

**Completion** means completion of the Acquisition in accordance with clause 2.3 of the Acquisition Agreement.

**Credit Agreement** means the £150,000,000 credit agreement dated 12 July 2006 between (among others) the Pledgor and the Security Agent.

**Credit Balance** means any and all sums from time to time standing to the credit of the Bank Account.

**Facility Agent** means Lloyds TSB Bank plc.

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Pledgor setting out the amount of certain fees referred to in the Credit Agreement.

**Finance Document** means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) a Fee Letter;
- (d) a Transfer Certificate;
- (e) an Accession Agreement;
- (f) a Resignation Request;
- (g) a Hedging Document; or
- (h) any other document designated as such by the Facility Agent and the Pledgor.

**Finance Party** means a Lender, a Hedge Provider or an Administrative Party.

**Financial Instruments** means:

- (a) the Shares; and
- (b) the Substituted Financial Instruments.

**Financial Instruments Account** means the financial instrument account (*compte spécial d'instruments financiers*) as opened in the books of the Account Holder in the name of the Pledgor, under number 1 bis, and pledged under the Financial Instruments Account Pledge Agreement in favour of the Beneficiaries in accordance with article L.431-4 of the Code (as modified by the *ordonnance* dated 24 February 2005) and the terms and conditions of the Financial Instruments Account Pledge Agreement and of the Statement of Pledge and to which the Financial Instruments are, at any time, credited in accordance with the terms of the Financial Instruments Account Pledge Agreement.

**Group** means the Pledgor and its Subsidiaries including, after the Closing Date, the Target Group.

**Guarantor** means the Pledgor, an Original Guarantor or an Additional Guarantor, unless that person has ceased to be a Guarantor in accordance with the terms of the Credit Agreement.

**Hedge Provider** means any Lender or any Affiliate of a Lender which becomes a Hedge Provider in accordance with Clause 29.8 (Hedge Providers) of the Credit Agreement.

**Hedging Document** means each ISDA master agreement and each other document entered into by an Obligor and a Hedge Provider.

**Holding Company** of any other person, means a company in respect of which that other person is a Subsidiary.

**Initial Security Document** has the meaning given in Part 1 of Schedule 2 (Documentary Conditions precedent documents) to the Credit Agreement.

**Lender** means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement.

**Obligor** means a Borrower or a Guarantor.

**Original Borrower** means the Original Borrowers listed in Schedule 1 (Original Parties) to the Credit Agreement.

**Original Guarantor** means the Original Guarantors listed in Schedule 1 (Original Parties) to the Credit Agreement.

**Original Lender** means each of Barclays Bank PLC, HSBC Bank plc, Lloyds TSB Bank plc and ABN AMRO Bank N.V.

**Pledge** means the pledge (*nantissement*) created over the Financial Instruments Account, the Financial Instruments, the Bank Account and the Credit Balance pursuant to the Financial Instruments Account Pledge Agreement and the related Statement of Pledge.

**Purchaser** means e2v technologies S.A.S. (a *société par actions simplifiée*) a company registered in France with identification number 443 132 204 RCS Evry.

**Resignation Request** means a letter in the form of Schedule 9 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent and the Pledgor may agree.

**Security Document** means:

- (a) each Initial Security Document; and

- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

**Security Period** means the period beginning on the date of the Financial Instruments Account Pledge Agreement and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Shares** means the 1000 shares held by the Pledgor at the date of the Financial Instruments Account Pledge Agreement and representing 100 per cent. of the issued share capital of the Company.

**Statement of Pledge** means the statement of pledge (*déclaration de gage*) made by the Pledgor on the date of the Financial Instruments Account Pledge Agreement substantially in the form of Schedule 1 to the Financial Instruments Account Pledge Agreement, a translation of which, for information purposes only, is attached as Schedule 2 to the Financial Instruments Account Pledge Agreement.

**Subsidiary** means:

- (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise; and
- (b) and in relation to a company incorporated under the laws of France, an entity of which a person has **control**, and control for this purpose has the meaning given to it in Article L. 233-3 of the French Commercial Code.

**Substituted Financial Instruments** means, in accordance with article L.431-4 of the Code (as modified by the *ordonnance* dated 24 February 2005), any financial instruments (*instruments financiers*) within the meaning of article L. 211-1-I of the Code:

- (a) credited to the Financial Instruments Account, at any time, after the date of this Statement of Pledge; or
- (b) derived from the Shares or which may, by any means, during the Security Period be substituted for, received or be in addition to the Shares including, without limitation, any financial instruments resulting from a share exchange, a regrouping, a free issue of shares, a subscription in cash or otherwise (with or without exercise of the preferential subscription right (*droit préférentiel de souscription*)).

**Target** means Atmel Grenoble S.A.S. (a *société par actions simplifiée*) a company registered in France with identification number 341 470 656 RCS Grenoble.

**Target Group** means the Target and its Subsidiaries.

**Target Shares** means all of the shares of the Target.

**Transfer Certificate** means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Pledgor.

**Vendor** means Atmel Paris S.A.S. (a *société par actions simplifiée*) a company registered in France with identification number 430 081 117 RCS Aix-en-Provence.



FILE COPY



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY No. 04439718

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FINANCIAL INSTRUMENTS ACCOUNT PLEDGE AGREEMENT DATED THE 25th JULY 2006 AND CREATED BY E2V TECHNOLOGIES PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (AS BORROWER AND AS GUARANTOR) TO THE FINANCE PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2006.

*Handwritten signature*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES