

MG01

Particulars of a mortgage or charge



iris  
LASERFORM

005426/13 ✓

**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  
particulars of a charge for  
company. To do this, please  
use form MG01s.

THURSDAY



LD3

\*LUZY4GGC\*

07/01/2010

342

COMPANIES HOUSE

1

**Company details**

Company number

4 4 3 9 7 1 8

Company name in full

e2v Technologies PLC (Pledgor)

i o

→ **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

d3 d1 m1 m2 y2 y0 y0 y9

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

A stock pledge agreement dated December 31 2009 between the Chargor and  
the Agent (as defined below) (Stock Pledge Agreement).

4

**Amount secured**

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

Amount secured

The following in any manner (whether existing at the date of the  
Stock Pledge Agreement or thereafter arising) and in any currency or  
currencies and whether future, actual or contingent, whether incurred  
solely or jointly with any other person and whether as principal or  
surety, together with all interest accruing on such obligations:

(a) the Loans and all other amounts payable under the Finance  
Documents;

(b) all other obligations of the Pledgor and the other Obligors  
under the Finance Documents;

(c) all obligations of the Pledgor under the Stock Pledge  
Agreement; continued...

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****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 Lloyds TSB Bank plc, as security agent for the Secured

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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

**1. PLEDGE**

As security for the prompt and complete payment and performance of the Secured Obligations when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Lenders to make the Loans, the Pledgor pledged to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a continuing security interest in, the Pledged Collateral.

**2. UNDERTAKINGS**

The Pledgor agreed that it would maintain sole legal and beneficial ownership of the Pledged Collateral and would at all times warrant and defend its title to, and the Agent's Lien on, the Pledged Collateral against all Liens other than the Agent's Lien and any Permitted Liens. The Pledgor agreed that it would not sell, convey, exchange, dispose of, assign, transfer, pledge, or encumber, or grant any option, warrant, or right with respect to, any of the Pledged Collateral, or agree or contract to do any of the foregoing.

**3. FURTHER ASSURANCES**

The Pledgor agreed that at any time and from time to time upon the request of the Agent, the Pledgor would execute and deliver such further documents and instruments and do such other acts as the Agent may reasonably request in order to effect fully the purposes of the

# MG01

## Particulars of a mortgage or charge

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

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 Addleshaw Goddard LLP X

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

# MG01

## Particulars of a mortgage or charge



### 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 WULWB/SEVEN/13845-1046

Company name Addleshaw Goddard LLP

Address Box 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX London

Telephone



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

(d) all amounts owed under any amendments, modifications, renewals, extensions or novations of any of the foregoing obligations; and

(e) any of the foregoing that arises after the filing of a petition by or against the Pledgor or any other Obligor under the U.S. Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under section 362 of the U.S. Bankruptcy Code or otherwise.

(Secured Liabilities)

#### Definitions

**Facilities Agreement** means a facilities agreement dated 29 October 2009, entered into between, inter alios, the Pledgor as Original Borrower and Original Guarantor, The Royal Bank of Scotland plc, Barclays Capital, HSBC Bank plc and Lloyds TSB Bank plc Corporate Markets as Arrangers, the Financial Institutions listed in schedule 1 thereto as Original Lenders, and Lloyds TSB Bank plc as Facility Agent and Security Agent (each as defined in the Facilities Agreement)

#### Finance Document means

- (a) the Facilities 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
- (h) an Ancillary Facility Document or
- (i) any other document designated as such by the Facility Agent and the Company

**Loan** means, unless otherwise stated in the Facilities Agreement, the principal amount of each borrowing under the Facilities Agreement or the principal amount outstanding of that borrowing excluding for the avoidance of doubt any Ancillary Debt or Hedging Debt

**Obligor** means a Borrower or a Guarantor

# MG01 - continuation page

Particulars of a mortgage or charge

5

## Mortgagee(s) or person(s) entitled to the charge

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

Name Parties party to the Facility Agreement (Agent)

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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

Short particulars

Stock Pledge Agreement, to create, perfect, maintain, and preserve a first-priority security interest in the Pledged Collateral in favour of the Agent for the benefit of the Secured Parties, to facilitate any sale of or other realization upon Pledged Collateral and to make any sale of or other realization upon Pledged Collateral valid, binding, and in compliance with applicable law.

#### Definitions

**Agent's Lien** means the security interest granted to the Agent for the benefit of the Secured Parties under Clause 2.1 (Grant) of the Stock Pledge Agreement.

**Lender** means:

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

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

**Lien** means any security interest, lien, mortgage, pledge, encumbrance, charge, assignment, hypothecation, agreement or arrangement having the effect of conferring security, adverse claim, claim, or restriction on assignment, transfer or pledge.

**Permitted Lien** means any Lien permitted under the Facilities Agreement.

**Pledged Collateral** means:

- (a) the Pledged Shares;
- (b) all additional shares, securities, and interests in the Issuer, and all warrants, rights, and options to purchase or receive shares, securities, or interests in the Issuer, in which the Pledgor at any time has or obtains, any interest; and
- (c) all dividends, interest, revenues, income, securities entitlements (as defined in Articles 8 and 9 of the UCC), distributions, and proceeds of any kind, whether cash, instruments, securities, or other property, received by or distributable to the Pledgor in respect of, or in exchange for, the Pledged Shares or any other Pledged Collateral.

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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

Short particulars

**Pledged Shares** means the shares of capital stock of the Issuer described in Schedule 1 (Pledged Shares) to the Stock Pledge Agreement (as set out below in Schedule 1 to this Form MG01).

**Secured Parties** means a Finance Party

#### Schedule 1

1,000 shares of common stock, \$.01 par value in E2V Holdings Inc. a Delaware corporation with certificate no. 3.

1,000 shares of common stock, \$.01 par value in E2V Holdings Inc. a Delaware corporation with certificate no. 4





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

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

**COMPANY NO. 4439718  
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STOCK PLEDGE AGREEMENT  
DATED 31 DECEMBER 2009 AND CREATED BY E2V  
TECHNOLOGIES PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE PLEDGOR AND THE OTHER  
OBLIGORS ON ANY ACCOUNT WHATSOEVER 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  
7 JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2010**



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**