

# MR01

## Particulars of a charge

233455/13



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Please see 'How to pay' on the last page

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Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

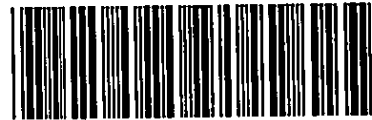
**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form MR08

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record



\*L32EPUZ4\*  
LD3 24/02/2014 #51  
COMPANIES HOUSE

MONDAY

### 1 Company details

Company number 0 2 0 9 6 5 2 0

Company name in full SOPHOS LIMITED

26 For official use

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

### 2 Charge creation date

Charge creation date d0 d7 m0 m2 y2 y0 y1 y4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name DEUTSCHE BANK AG NEW YORK BRANCH  
(AS COLLATERAL AGENT)

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

**MR01**  
Particulars of a charge

**4**

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

None

**5**

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

**Yes**

**No**

**6**

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

**Yes** Continue

**No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

**Yes**

**7**

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

**Yes**

**No**

# MR01

## Particulars of a charge

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### Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

① This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X

*Alle L@very LLP*

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name LLEW/JMB/0033351-0002533

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone +44 (0)20 3088 0000



### 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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
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 [enquires@companieshouse.gov.uk](mailto:enquires@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)



**FILE COPY**

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

Company number 2096520

Charge code. 0209 6520 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2014 and created by SOPHOS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2014

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Given at Companies House, Cardiff on 26th February 2014



**Companies House**



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

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO SECTION 859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

EXECUTION VERSION

ALLEN & OVERY LLP

*Allen & Overy LLP*

*24/02/14*

**TRANSFER OF CONTRACT AND AMENDMENT  
AGREEMENT**  
(*VERTRAGSUBERNAHME- UND ANDERUNGSVERTRAG*)

DATED 07 FEBRUARY 2014

between

**DEUTSCHE BANK AG NEW YORK BRANCH**  
as Collateral Agent

and

**JPMORGAN CHASE BANK, N.A.**  
as Existing Collateral Agent

and

**RBC EUROPE LIMITED**  
(PREVIOUSLY: ROYAL BANK OF CANADA EUROPE LIMITED)  
as Previous Collateral Agent

and

**THE OTHER SECURED PARTIES**

and

**THE SECURITY GRANTORS**

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS TRANSFER OF CONTRACT AND AMENDMENT AGREEMENT (the Agreement)** is made on 07 February 2014

**BETWEEN**

- (1) **DEUTSCHE BANK AG NEW YORK BRANCH**, a branch of Deutsche Bank AG duly-licensed by the New York State Department of Finance, having its main office at 60 Wall Street, New York, New York 10005, United States of America as collateral agent and for the benefit of the Other Secured Parties (as defined below)

(the **Collateral Agent**), and

- (2) **JPMORGAN CHASE BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America having its main office at 1111 Polaris Parkway, Columbus, Ohio 43240, with a branch office at 270 Park Avenue, New York, NY 10017, as previous collateral agent

(the **Existing Collateral Agent**), and

- (3) **RBC EUROPE LIMITED** (previously Royal Bank of Canada Europe Limited), a credit institution organised under the laws of England and Wales having its official seat in London, England, with business address at Riverbank House, 2 Swan Lane, London EC4R 3BF with corporate identity number 995939 as the collateral agent which was replaced by the Existing Collateral Agent

(the **Previous Collateral Agent**); and

- (4) the **OTHER SECURED PARTIES** as defined under Clause 1.1 below, and

- (5) **SOPHOS HOLDINGS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mainz, Germany, under registration number HRB 25901, with registered office at Wiesbaden, Federal Republic of Germany as security grantor

(the **Original Security Grantor 1**), and

- (6) **SOPHOS LIMITED**, a private limited company organised under the laws of England and Wales with registered number 02096520 and having its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire OX14 3YP, as security grantor

(the **Original Security Grantor 2**), and

- (7) **SOPHOS ASTARO HOLDINGS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mannheim under HRB 712881 and having its registered office at Amalienbadstraße 41, Bau 52, 76227 Karlsruhe, Germany, as security grantor

(the **Original Security Grantor 3**), and



- (8) **ASTARO TRADING AG**, a stock company organised under the laws of Switzerland, domiciled at Blumenaustrasse 28, 8200 Schaffhausen, Switzerland, with registration number CHE-115 662 794 as security grantor

(the **Original Security Grantor 4**)

The Original Security Grantor 1, the Original Security Grantor 2, the Original Security Grantor 3 and the Original Security Grantor 4 are hereinafter collectively referred to as the **Original Security Grantors** and each as an **Original Security Grantor**

The Collateral Agent, the Other Secured Parties, the Existing Collateral Agent, the Previous Collateral Agent and the Security Grantors (as defined below) are hereinafter collectively referred to as the **Parties**

## **BACKGROUND**

- (A) Pursuant to the Resignation, Waiver, Consent and Appointment Agreement (as defined below), the Existing Collateral Agent resigns as, *inter alia*, administrative agent and collateral agent under the Loan Documents (as defined in the Third Amended and Restated Credit Agreement) and the Collateral Agent is appointed as, *inter alia*, administrative agent and collateral agent
- (B) In order for the Existing Collateral Agent to transfer all of its contractual rights and obligations under the Existing Pledge Agreements (as defined below) to the Collateral Agent, the Existing Collateral Agent and the Collateral Agent have agreed to a transfer of contract (*Vertragsubernahme*) under this Agreement. The Existing Collateral Agent and the Collateral Agent have also agreed to assign any claim of the Existing Collateral Agent which has arisen under the Further Previous Pledge Agreements to the Collateral Agent
- (C) In addition, this Agreement is supplemental to and amends and supplements a security trust agreement originally dated 29 October 2010, as further amended and supplemented on 21 September 2011, and as further amended and supplemented on 11 May 2012 and made between, amongst others, certain of the Original Security Grantors, the Previous Collateral Agent and the Existing Collateral Agent pursuant to which, *inter alia*, the Existing Collateral Agent has been appointed to act as trustee (*Treuhand*) in relation to any German law governed security document entered into in connection with, *inter alia*, the Original Credit Agreement (as defined below) and granted and/or to be granted by, *inter alios*, any Security Grantor (the **Security Trust Agreement**),
- that has been entered into in connection with
- (D) the New York law governed credit agreement originally dated 15 June 2010, as amended and restated on 13 July 2010, as further amended on 9 September 2010 and 4 May 2011, as supplemented by an incremental agreement on 30 June 2011, and as amended and restated on 10 May 2012 and made between, amongst others, Holdings, the Parent, the Borrowers, and the Existing Collateral Agent (the **Original Credit Agreement**)
- (E) The Original Credit Agreement shall be amended and restated pursuant to the Amendment No 4
- (F) The Parties have consented to the amendments and supplements to the Security Trust Agreement in connection with the Amendment No 4 (as defined below)

- (G) The Parties are aware that the Previous Collateral Agent has become a party to this Agreement only in view of the fact that it is a party to the Security Trust Agreement, and as such must be a party to any agreement amending this Security Trust Agreement. The Security Trust Agreement shall be amended in this Agreement such that the Previous Collateral Agent will cease to be a party to it upon this Agreement entering into effect.

**IT IS AGREED** as follows

**1. INTERPRETATION**

**1.1 Definitions**

Capitalised terms defined in the Third Amended and Restated Credit Agreement (as defined below) and/or the Security Trust Agreement have, unless expressly defined in this Agreement otherwise, the same meaning in this Agreement as therein. In case the same capitalised term has been given different meanings in the Third and Amended and Restated Credit Agreement and the Security Trust Agreement, respectively, the meaning given to it in the Security Trust Agreement shall prevail.

**Administrative Agent** means Deutsche Bank AG New York Branch, a branch of Deutsche Bank AG duly-licensed by the New York State Department of Finance, having its main office at 60 Wall Street, New York, New York 10005, United States of America in its capacity as administrative agent under the Loan Documents.

**Amendment No. 4** means the amendment no. 4 dated 31 January 2014 amending and restating the Original Credit Agreement and made between Holdings, the Original Borrowers, the Administrative Agent and the Collateral Agent for the purpose of, *inter alia*, refinancing certain term loans under the Original Credit Agreement and replacing the revolving commitments under the Original Credit Agreement.

**Existing Pledge Agreements** means all German law governed security agreements entered into in connection with the Original Credit Agreement or previous versions of that credit agreement prior to the date of this Agreement which are still in effect including but not limited to the agreements set out under Schedule 2Part 1 (Existing Pledge Agreements) to this Agreement.

**Further Previous Pledge Agreements** means all German law governed security agreements entered into in connection with the Original Credit Agreement or previous versions of that credit agreement prior to the date of this Agreement which are no longer in effect including but not limited to the agreements set out under Schedule 2Part 2 (Further Previous Pledge Agreements) to this Agreement.

**Other Secured Parties** means the Administrative Agent and any Supplemental Administrative Agent.

**Third Amended and Restated Credit Agreement** means the New York law governed credit agreement originally dated 15 June 2010, as amended and restated on 13 July 2010, as further amended on 9 September 2010 and 4 May 2011, as further supplemented by the Incremental Agreement, as further amended and restated on 10 May 2012 and as further amended and restated by the Amendment No. 4 and made between, amongst others, Holdings, the Borrowers, and the Collateral Agent.

1 2 **Construction**

The principles of construction set out in the Third Amended and Restated Credit Agreement and the Security Trust Agreement will have effect as if set out in this Agreement, with the latter prevailing over the former in the case of a conflict between the principles

2. **TRANSFER OF CONTRACT (*VERTRAGSUBERNAHME*)**

2 1 The Existing Collateral Agent hereby transfers all contractual rights and contractual obligations (*schuldrechtliche Rechte und Pflichten*) under the Existing Pledge Agreements (including any parallel debt claim created thereunder) by way of transfer of contract (*Vertragsubernahme*) to the Collateral Agent. The Collateral Agent accepts such transfer

2 2 For the avoidance of doubt, the pledges created under the Existing Pledge Agreements shall remain in force and shall not be affected by these transfer of contracts (*Vertragsubernahmen*)

2 3 The Parties to this Agreement (other than the Previous Security Agent and the Security Grantor 4) expressly consent to the transfer of contracts (*Vertragsubernahme*) set out in this Clause 2

3. **ASSIGNMENT OF CLAIMS (*ABTRETUNG VON FORDERUNGEN*)**

To the extent the Existing Collateral Agent holds any claims which have arisen under the Further Previous Pledge Agreements, the Existing Collateral Agent hereby assigns such claims to the Collateral Agent. The Collateral Agent accepts such assignment

4. **AMENDMENTS**

4 1 Subject as set out below, the Parties agree that the Security Trust Agreement will be amended and supplemented with immediate effect so that it reads as set out in Schedule 1 (Amended and Restated Form of the Security Trust Agreement)

4 2 The Parties (other than the Previous Security Agent) agree that with immediate effect any and all references to the Security Trust Agreement in any of the Loan Documents (as defined in the Third Amended and Restated Credit Agreement) shall be references to the Security Trust Agreement as amended and supplemented pursuant to this Agreement

5. **THE PREVIOUS COLLATERAL AGENT**

The Parties agree that upon this Agreement entering into effect, the Previous Security Agent shall cease to be a party to this Agreement

6. **REPRESENTATIONS**

6 1 **Representations**

The representations set out in this Clause are made by each Original Security Grantor on the date of this Agreement to the Collateral Agent

6 2 **Powers and authority**

Each Original Security Grantor has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of this Agreement and the transactions contemplated by this Agreement

**6.3 Legal validity**

Subject to any general principles of law limiting its obligations, this Agreement constitutes each Original Security Grantor's legally binding, valid and enforceable obligation and is in the proper form for enforcement in Germany.

**6.4 Non-conflict**

The entry into and performance by each Original Security Grantor of, and the transactions contemplated by, this Agreement do not and will not conflict with

- (a) any law or regulation applicable to the relevant Original Security Grantor,
- (b) the relevant Original Security Grantor's constitutional documents, or
- (c) any document which is binding upon the relevant Original Security Grantor or any of its assets

**6.5 Authorisations**

All authorisations required by each Original Security Grantor in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected (as appropriate) and are in full force and effect

**7. SEVERABILITY**

If a term of this Agreement or any part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement, and
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Agreement

**8. MISCELLANEOUS**

- (a) This Agreement is a Loan Document under the Third Amended and Restated Credit Agreement
- (b) Subject to the terms of this Agreement, the Security Trust Agreement will remain in full force and effect and with immediate effect the Security Trust Agreement and this Agreement will be read and construed as one document

**9. GOVERNING LAW**

This Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany

**10. JURISDICTION**

The place of jurisdiction (including any non-contractual obligations arising out of or in connection with this Agreement) for all parties shall be Frankfurt am Main, Germany. The Collateral Agent and the Existing German Security's Beneficiaries, however, shall also be

entitled to take legal action against a Security Grantor before any other competent court of law having jurisdiction over that Security Grantor or any of its assets

**SCHEDULE 1**

**AMENDED AND SUPPLEMENTED FORM OF THE SECURITY TRUST AGREEMENT**

EXECUTION VERSION

SCHEDULE 1

**AMENDED AND SUPPLEMENTED FORM OF THE  
SECURITY TRUST AGREEMENT**

**ORIGINALLY DATED 29 OCTOBER 2010,  
AS AMENDED AND SUPPLEMENTED ON 21 SEPTEMBER 2011, AND  
AS FURTHER AMENDED AND SUPPLEMENTED ON 11 MAY 2012**

**DATED 07 FEBRUARY 2014**

**between**

**DEUTSCHE BANK AG NEW YORK BRANCH  
as Collateral Agent**

**and**

**THE OTHER EXISTING SECURED PARTIES**

**and**

**THE SECURITY GRANTORS**

**ALLEN & OVERY**

Allen & Overy LLP

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THIS SECURITY TRUST AGREEMENT (the Agreement) is made on 07 February 2014

**BETWEEN**

- (1) **DEUTSCHE BANK AG NEW YORK BRANCH**, a branch of Deutsche Bank AG duly-licensed by the New York State Department of Finance, having its main office at 60 Wall Street, New York, New York 10005, United States of America as collateral agent  
  
(the Collateral Agent), and
- (2) the other **EXISTING SECURED PARTIES** as defined under Clause 1.1 below, and
- (3) **SOPHOS HOLDINGS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mainz, Germany, under registration number HRB 25901, with registered office at Wiesbaden, Federal Republic of Germany as security grantor  
  
(the Original Security Grantor 1), and
- (4) **SOPHOS LIMITED**, a private limited company organised under the laws of England and Wales with registered number 02096520 and having its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire OX14 3YP, as security grantor  
  
(the Original Security Grantor 2),
- (5) **SOPHOS ASTARO HOLDINGS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mannheim under HRB 712881 and having its registered office at Amalienbadstraße 41, Bau 52, 76227 Karlsruhe, Germany, as security grantor  
  
(the Original Security Grantor 3), and
- (6) **ASTARO TRADING AG**, a stock company organised under the laws of Switzerland, domiciled at Blumenaustrasse 28, 8200 Schaffhausen, Switzerland, with registration number CHE-115 662 794 as security grantor  
  
(the Original Security Grantor 4).

The Original Security Grantor 1, the Original Security Grantor 2, the Original Security Grantor 3, and the Original Security Grantor 4 are hereinafter collectively referred to as the **Original Security Grantors** and each as an **Original Security Grantor**

The Collateral Agent, the other Existing Secured Parties and the Original Security Grantors are hereinafter collectively referred to as the **Parties**

**WHEREAS**

- (A) The Original Lenders have agreed to make available to the Borrowers certain term loan facilities and a revolving credit facility on the terms of and subject to the Third Amended and Restated Credit Agreement (each as defined below).

- (B) It is a condition to the Original Lenders (as defined below) making or, as the case may be, continuing to make the credit facilities available to the Borrowers (as defined below) that the Original Security Grantors enter into this Agreement
- (C) This Agreement is entered into in the context of an amendment and restatement of the Original Credit Agreement (as defined below) pursuant to the Amendment No. 4 (as defined below)
- (D) Pursuant to the Resignation, Waiver, Consent and Appointment Agreement (as defined below) the Existing Collateral Agent has resigned as, *inter alia*, administrative agent and collateral agent under, amongst others, the Original Credit Agreement (as defined below), and the Collateral Agent has been appointed as, *inter alia*, administrative agent and collateral agent
- (E) Unlike in the case of the Existing German Security Documents (as defined below), the German law governed security agreements entered into under the Third Amended and Restated Credit Agreement create security in favour of the Collateral Agent only

**IT IS AGREED** as follows

## **1. INTERPRETATION**

### **1.1 Definitions**

In this Agreement

**Additional Borrower** means any member of the Group which becomes a borrower under the Third Amended and Restated Credit Agreement after the date of this Agreement

**Additional Guarantor** means any member of the Group which becomes a guarantor under the Guaranty by executing a guaranty supplement after the date of this Agreement

**Administrative Agent** means Deutsche Bank AG New York Branch, a branch of Deutsche Bank AG duly-licensed by the New York State Department of Finance, having its main office at 60 Wall Street, New York, New York 10005, United States of America in its capacity as administrative agent under the Loan Documents

**Affiliate** means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified

**Amendment No. 4** means the amendment no 4 dated 31 January 2014 amending and restating the Original Credit Agreement and made between Holdings, the Original Borrowers, the Administrative Agent and the Collateral Agent for the purpose of, *inter alia*, refinancing certain term loans under the Original Credit Agreement and replacing the revolving commitments under the Original Credit Agreement

**Beneficiaries** means each Existing German Security's Beneficiary and each New German Security's Beneficiary

**BGB** means the German Civil Code (*Bürgerliches Gesetzbuch*)

**Borrower** means each Original Borrower and each Additional Borrower

**Business Day** means any day that is not a Saturday, Sunday or other day on which commercial banks in London, Luxembourg or New York City are authorized or required by law to remain

closed, provided that when used in connection with an Eurocurrency rate loan (a) denominated in Euro, the term Business Day shall also exclude any day on which the Target payment system is not open for the settlement of payments in Euro and (b) denominated in dollars, the term Business Day shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market

**Collateral Document** means any document evidencing or creating security over any asset of any Loan Party to secure any obligation of any Loan Party to a Secured Party under any Loan Document referred to under (a) to (b) and (d) to (h) of the definition of the term Loan Document

**Existing Collateral Agent** means JPMorgan Chase Bank, N A , a national banking association organized and existing under the laws of the United States of America having its main office at 1111 Polaris Parkway, Columbus, Ohio 43240, with a branch office at 270 Park Avenue, New York, NY 10017 as, amongst others, administrative agent and collateral agent under the Original Credit Agreement prior to the Resignation, Waiver, Consent and Appointment Agreement entering into effect

**Existing German Security** means any and all collateral evidenced by or created under or pursuant to an Existing German Security Document

**Existing German Security Document** means each German law governed security agreement entered into under the Original Credit Agreement or previous versions of that credit agreement which is still in effect, including but not limited to the agreements set out under no 2-14 of Schedule 3 (German Security Documents) to this Agreement

**Existing German Security's Beneficiaries** means each and any of the Existing Secured Parties other than the Collateral Agent

**Existing Secured Parties** means the Administrative Agent, the Collateral Agent, and any Supplemental Administrative Agent

**Fee Letter** means any letter between, amongst others, the Parent, Shield Finance Co S à r l, Holdings, Sophos Limited, and the Existing Collateral Agent or the Collateral Agent setting out the amount of certain fees payable in connection with the Third Amended and Restated Credit Agreement

**German Security** means Existing German Security and New German Security

**German Security Document** means any agreement, document or other arrangement governed by German law evidencing or creating security over any asset of a Loan Party or other security grantor to secure any obligation of any Loan Party to a Secured Party under the Loan Documents, including but not limited to the Existing German Security Documents and the New German Security Documents

**Governmental Authority** means any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government

**Group** means Holdings and its Subsidiaries

**Guarantor** means each Original Guarantor and each Additional Guarantor

**Guaranty** means the guarantee agreement originally dated 15 June 2010, as amended and restated on 10 May 2012 and as further amended and restated on 31 January 2014 and made between, amongst others, the Collateral Agent and the Original Guarantors with a view to guaranteeing the claims arising for the Collateral Agent and others under the Loan Documents

**Hedge Bank** means any Person that is a Lender, a Lead Arranger or an Affiliate of the foregoing at the time it enters into a Secured Hedge Agreement, in its capacity as a party thereto

**Holdings** means Shield Holdco Ltd , a company organised under the laws of England and Wales with registered number 07225356

**Incremental Agreement** means the incremental agreement dated 30 June 2011 between, *inter alia*, Holdings, the Parent, RBC Europe Limited (previously Royal Bank of Canada Europe Limited) as collateral agent, and the initial term B-2 incremental term loan lender for the purpose of, *inter alia*, increasing the incremental facilities

**Lead Arranger** means each of Deutsche Bank Securities Inc , HSBC Securities (USA) Inc , and RBC Capital Markets (it being understood that RBC Capital Markets is a marketing name for the corporate and investment activities of Royal Bank of Canada and its Subsidiaries) as sole lead arrangers under the Third Amended and Restated Credit Agreement

**L/C Issuer** means

- (a) Deutsche Bank AG New York Branch, Deutsche Bank AG, London Branch, or any of their Subsidiaries or Affiliates,
- (b) HSBC Bank USA, N A ,
- (c) Royal Bank of Canada, and
- (d) any other Lender (or any of its Subsidiaries or Affiliates) that becomes an L/C Issuer in accordance with the terms of the Third Amended and Restated Credit Agreement

**Lender** means

- (a) an Original Lender, and
- (b) any person which becomes a lender (providing for any term loan, revolving credit facility, swing line facility and/or any other facility) in accordance with the terms of the Third Amended and Restated Credit Agreement, after the date of the Third Amended and Restated Credit Agreement

**Letter of Credit** means a letter of credit (which may be a commercial letter of credit or a standby letter of credit) or a bank guarantee issued or to be issued under and in connection with the Third Amended and Restated Credit Agreement

**Letter of Credit Application** means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer

**Loan Documents** means

- (a) the Third Amended and Restated Credit Agreement,
- (b) each Note,

- (c) each Collateral Document,
- (d) the Fee Letter,
- (e) each Letter of Credit Application,
- (f) the Resignation, Waiver, Consent and Appointment Agreement,
- (g) the Amendment No 4, and
- (h) any other document designated as a "Loan Document" by the Administrative Agent and Holdings

**Loan Party** means the Parent, Holdings, each Borrower and each Guarantor

**Master Agreement** means any form of master agreement published by the International Swaps and Derivatives Association, Inc or any other master agreement

**New German Security** means any and all collateral evidenced by or created under or pursuant to a New German Security Document

**New German Security Document** means each German law governed security agreement entered into under the Third Amended and Restated Credit Agreement or later versions of that credit agreement, including but not limited to the agreements listed under no 15-19 of Schedule 3 (German Security Documents) to this Agreement

**New German Security's Beneficiaries** means each and any of the New Secured Parties other than the Collateral Agent

**New Secured Parties** means the Secured Parties

**Note** means any promissory note issued by the relevant Borrower evidencing the aggregate indebtedness of such Borrower resulting from a term loan and/or a revolving credit facility made available to such Borrower under the Third Amended and Restated Credit Agreement

**Original Borrowers** means each of the entities listed in Schedule 1 Part 1 of this Agreement

**Original Credit Agreement** means the New York law governed credit agreement originally dated 15 June 2010, as amended and restated on 13 July 2010, as further amended on 9 September 2010 and 4 May 2011, as further supplemented by the Incremental Agreement, and as further amended and restated on 10 May 2012 and made between, amongst others, Holdings, the Borrowers, and the Existing Collateral Agent

**Original Guarantor** means each of the entities listed in Schedule 1 Part 2 of this Agreement

**Original Lenders** means

- (a) Deutsche Bank AG New York Branch, and
- (b) each other lender party to the Third Amended and Restated Credit Agreement as at the date hereof

**Parent** means Sophos Holdings Limited, a private limited company organised under the laws of England and Wales with registered number 07226063 and having its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire OX14 3YP, United Kingdom

**Person** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity

**Previous Collateral Agent** means RBC Europe Limited (previously: Royal Bank of Canada Europe Limited), a credit institution organised under the laws of England and Wales having its official seat in London, England, with business address at Riverbank House, 2 Swan Lane, London EC4R 3BF with corporate identity number 995939 as the collateral agent which was replaced by the Existing Collateral Agent

**Resignation, Waiver, Consent and Appointment Agreement** means an agreement dated 31 January 2014 and entered into between, amongst others, the Original Borrowers, the Existing Collateral Agent, and the Collateral Agent, concerning, amongst others, the resignation of the Existing Collateral Agent and the appointment of the Collateral Agent

**Secured Claims** has the meaning given to that term in the respective German Security Document

**Secured Hedge Agreement** means any Swap Contract permitted under the terms of the Third Amended and Restated Credit Agreement that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank

**Secured Parties** has the meaning given to that term in the Third Amended and Restated Credit Agreement

**Security Grantors** means the Original Security Grantors and any company or person which accedes to this Agreement as a New Security Grantor as defined in and pursuant to Clause 5 of this Agreement

**Security Grantors' Agent** means the Original Security Grantor 1

**Subsidiary** of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person

**Supplemental Administrative Agent** means any additional individual or institution selected and appointed by the Administrative Agent in its sole discretion after the date of the Third Amended and Restated Credit Agreement which becomes a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent in accordance with the terms of the Third Amended and Restated Credit Agreement

**Swap Contract** means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, a Master Agreement, including any such obligations or liabilities under any Master Agreement

**Third Amended and Restated Credit Agreement** means the New York law governed credit agreement originally dated 15 June 2010, as amended and restated on 13 July 2010, as further amended on 9 September 2010 and 4 May 2011, as further supplemented by the Incremental Agreement, as further amended and restated on 10 May 2012 and as further amended and restated by the Amendment No 4 and made between, amongst others, Holdings, the Borrowers, and the Collateral Agent

1 2 In this Agreement, unless the contrary intention appears, a reference to

(a) the Collateral Agent means the Collateral Agent acting as agent for and on behalf of the other Existing Secured Parties and the other New Secured Parties unless otherwise provided herein, and

(b) promptly means promptly (*unverzüglich*) as contemplated in § 121 (1) BGB

1 3 Where the context so admits, the singular includes the plural and vice versa

1 4 Controlling and Controlled have meanings correlative thereto

1 5 The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement

1 6 Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, supplemented or novated from time to time.

1 7 Any reference to a Party or other person (including any Loan Party, Existing Secured Party and New Secured Party) includes its respective successor(s) in law (including any universal successor (*Gesamtrechtsnachfolger*) of that person by way of merger (*Verschmelzung*), any other reorganisation contemplated in the German Transformation Act (*Umwandlungsgesetz*) or otherwise) and any assign(s) and transferee(s) of that person and, to the extent legally possible, any legal provision to the contrary is waived

1 8 Unless otherwise defined herein or unless the context otherwise requires, terms defined or referred to in the Third Amended and Restated Credit Agreement or a German Security Document shall have the same meaning when used herein

1.9 In case of a conflict between a German Security Document and this Agreement, the respective German Security Document shall prevail

## 2. DECLARATION OF TRUST AND APPOINTMENT AS ADMINISTRATOR

2 1 The Collateral Agent shall

(a) hold and administer such Existing German Security which is transferred or assigned by way of security (*Sicherungseigentum/Sicherungsabtretung*) or otherwise granted under a non-accessory security right (*nicht akzessorische Sicherheit*) as trustee (*Treuhänder*) for the benefit of the Existing German Security's Beneficiaries,

(b) administer such Existing German Security which is pledged (*Verpfandung*) or otherwise granted under an accessory security right (*akzessorische Sicherheit*) to the Collateral Agent and/or the other Existing Secured Parties (if any), and

(c) act in relation to the Existing German Security in accordance with the terms and subject to the conditions of this Agreement and the Existing German Security Documents, as the case

may be Each Security Grantor (other than the Security Grantor 4) authorises the Collateral Agent to take any steps necessary and collect all information necessary or, in the Collateral Agent's discretion, desirable for the preparation and perfection of the Existing German Security Documents (*Wirksamkeit der Sicherheitenbestellung*) and, where necessary, to engage on behalf of the respective Security Grantor a German public notary for the execution of any documents required in notarial form

2 2 The Collateral Agent shall

- (a) hold and administer such New German Security which is transferred or assigned by way of security (*Sicherungseigentum/Sicherungsabtretung*) or otherwise granted under a non-accessory security right (*nicht akzessorische Sicherheit*) as trustee (*Treuhänder*) for the benefit of the New German Security's Beneficiaries,
- (b) administer such New German Security which is pledged (*Verpfandung*) or otherwise granted under an accessory security right (*akzessorische Sicherheit*) to the Collateral Agent, and
- (c) act in relation to the New German Security in accordance with the terms and subject to the conditions of this Agreement and the New German Security Documents, as the case may be Each Security Grantor authorises the Collateral Agent to take any steps necessary and collect all information necessary or, in the Collateral Agent's discretion, desirable for the preparation and perfection of the New German Security Documents (*Wirksamkeit der Sicherheitenbestellung*) and, where necessary, to engage on behalf of the respective Security Grantor a German public notary for the execution of any documents required in notarial form

The provisions set out in this Clause 2 2 represent a true third-party beneficiary contract (*echter Vertrag zugunsten Dritter*) according to section 328 of the German Civil Code (*Bürgerliches Gesetzbuch*)

2 3 Each Existing Security's Beneficiary hereby ratifies and approves all acts done by the Collateral Agent on such Existing Security's Beneficiary's behalf before execution hereof

2 4 It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trust expressed to be created by this Agreement, the relationship of the Existing German Security's Beneficiaries to the Collateral Agent and that of the New German Security's Beneficiaries to the Collateral Agent, respectively, shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the parties hereto

### 3. PURPOSE OF THE GERMAN SECURITY

The German Security has been granted with a view to providing collateral in order to secure the prompt and complete satisfaction of any and all Secured Claims

### 4. POWER OF ATTORNEY

4 1 Each of the other Existing Secured Parties herewith irrevocably authorises and grants power of attorney to the Collateral Agent to

- (a) execute for and on its behalf any and all German Security Documents and any other agreements related to the German Security, including but not limited to any New Security Grantor's Accession Agreement (as defined below), any amendment agreement to this



Agreement and any German Security Document and any substitute agreement to this Agreement,

- (b) to execute for and on its behalf any German Security Document and to make and receive all declarations and statements which are necessary or desirable in connection therewith,
- (c)
  - (i) execute for and on its behalf any release agreement in respect of the German Security Documents (or any of them) in connection with an envisaged or effected complete and full satisfaction and discharge of the Secured Claims. If, however, a particular German Security Document imposes an obligation to release part or all of the German Security, the Collateral Agent may determine which part of the German Security is to be released and shall be entitled to release that part of the German Security, and
  - (ii) to make and receive all declarations and statements which are necessary or desirable in connection with any of such release agreements,
- (d) realise such German Security which is granted under the German Security Documents in accordance with the provisions of the respective German Security Document,
- (e) make and receive all declarations and statements which are necessary or desirable in connection with the German Security or any of the German Security Documents or any of the agreements and documents relating thereto, and
- (f) take all other actions and measures which the Collateral Agent deems necessary or desirable in connection with this Agreement, the German Security or any of the German Security Documents

4.2 The Collateral Agent is exempt from the restrictions of section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)

4.3 The Collateral Agent has the power to grant sub-power of attorney including the release from the restrictions of section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)

## 5. NEW SECURITY GRANTORS

If, by legal succession, by amendment of the Third Amended and Restated Credit Agreement or otherwise, any company or person becomes a new or Additional Borrower under the Third Amended and Restated Credit Agreement or gives a guarantee in respect of the Secured Claims or becomes a provider of German Security (a **New Security Grantor**), then such New Security Grantor shall execute and deliver an accession agreement substantially in the form of Schedule 2 (the **New Security Grantor's Accession Agreement**) hereto. The Collateral Agent shall execute the New Security Grantor's Accession Agreement for itself and on behalf of the other Secured Parties. Each of the Security Grantors herewith irrevocably consents to any New Security Grantor's Accession Agreement entered into in accordance with this Agreement.

## 6. APPOINTMENT OF A SECURITY GRANTORS' AGENT

6.1 The Security Grantors hereby appoint and authorise the Security Grantors' Agent to designate a document as German Security Document.

6.2 The Security Grantors' Agent is exempt from the restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)

6.3 The Security Grantors' Agent has the power to grant sub-power of attorney including the release of the restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)

## 7. RESPONSIBILITY

The Collateral Agent is not responsible to any of the Beneficiaries for any failure in perfecting or protecting the security created by any German Security Document unless directly caused by its gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*)

## 8. POSSESSION OF DOCUMENTS

The Collateral Agent is not obliged to hold in its own possession any German Security Document, title deed or other document in connection with any asset over which security is intended to be created by a German Security Document

## 9. REALISATION

The German Security shall be realised, and any enforcement proceeds shall be distributed, in accordance with the relevant provisions of the Third Amended and Restated Credit Agreement together with the relevant provisions of the German Security Documents

## 10. LIABILITY FOR DAMAGES

The Collateral Agent shall not be liable for any loss or damage suffered by the other Existing Secured Parties and/or the other New Secured Parties save in respect of such loss or damage which is suffered as a result of the gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) of the Collateral Agent

## 11. DURATION

This Agreement shall remain in full force and effect until the full and complete payment and irrevocable satisfaction of the Secured Claims. This Agreement shall not cease to exist if any payments made in satisfaction of the Secured Claims have only temporarily discharged the Secured Claims

## 12. PARTIAL INVALIDITY; WAIVER

### 12.1 Invalidity

If any provision of this Agreement or part thereof should be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by that provision which best meets the intent of the replaced provision. This shall apply analogously in the case of gaps (*Vertragslücken*) § 139 BGB shall be disappplied

### 12.2 Waiver

No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law

**13. AMENDMENTS**

Changes to and amendments of this Agreement including this Clause 13 (Amendments) must be made in writing

**14. SUCCESSORS**

This Agreement shall be binding upon the Parties hereto and, to the extent legally possible, their respective successor(s) in law. Each Existing Secured Party and New Secured Party shall, to the extent legally possible, be entitled to assign or otherwise transfer any and all of its rights and duties pursuant to this Agreement to third parties. The Security Grantors are entitled to any such transfer with the prior written consent of the other Existing Secured Parties or New Secured Parties, as applicable, (acting through the Collateral Agent) only.

**15. NOTICES AND THEIR LANGUAGES**

**15.1 Notices**

Any notice or other communication under or in connection with this Agreement to the Collateral Agent or the other Existing Secured Parties or New Secured Parties shall be in writing and shall be delivered personally, by post or facsimile and shall be sent to the address or facsimile number of the party, and for the attention of the individual, set forth in Schedule 4 hereto or such other address or facsimile number as is notified by that Party for this purpose to the Collateral Agent from time to time.

**15.2 Language**

Unless otherwise required by statutory German law or unless otherwise agreed in writing from time to time, any notice or other communication under or in connection with this Agreement shall be made in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail (unless the document is a statutory or other official document), except that where a German translation of a legal term appears in such text, the German translation shall prevail.

**16. APPLICABLE LAW; JURISDICTION**

**16.1 Governing Law**

This Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

**16.2 Jurisdiction**

The place of jurisdiction (including any non-contractual obligations arising out of or in connection with this Agreement) for all Parties shall be Frankfurt am Main, Federal Republic of Germany. The Collateral Agent and the Beneficiaries, however, shall also be entitled to take legal action against any of the Security Grantors before any other competent court of law having jurisdiction over such Security Grantor or any of its assets.

**SCHEDULE 1**  
**LOAN PARTIES**

**PART 1**  
**ORIGINAL BORROWERS**

Shield Finance Co S À R L  
Sophos Holdings Limited  
Sophos Limited

**PART 2**  
**ORIGINAL GUARANTORS**

Shield Holdco Ltd,  
Sophos Holdings Limited  
Shield Finance Co S À R L  
Sophos Limited  
Sophos Inc (US entity)  
Sophos Inc (Canadian entity)  
Sophos GmbH  
Sophos Holdings GmbH  
Sophos Astaro Holdings GmbH  
Sophos Technology GmbH  
Sophos Schweiz AG  
Sophos B V  
Aspen Financeco S À R L

**SCHEDULE 2**

**NEW SECURITY GRANTOR'S ACCESSION AGREEMENT**

THIS ACCESSION AGREEMENT is supplemental to a Security Trust Agreement (the **Security Trust Agreement**) dated [ ] between DEUTSCHE BANK AG NEW YORK BRANCH as collateral agent (the **Collateral Agent**) and other secured parties as beneficiaries of security and Sophos Holdings GmbH and others as security grantors

Words and expressions defined in the Security Trust Agreement have the same meaning when used in this Accession Agreement.

We hereby agree with each other person who is a party to the Security Trust Agreement that with effect on and from the date hereof we will be bound by the Security Trust Agreement as a Security Grantor as if we had been party originally to the Security Trust Agreement in that capacity

[We hereby expressly ratify and approve any acts done by the Security Grantors' Agent on our behalf before execution hereof ]

We hereby agree with each other person who is a party to the Security Trust Agreement that with the effect on and from the date hereof each of the following documents is a German Security Document

- [●],
- [●], and
- [●]

This Agreement is governed by and shall be construed in accordance with German law

Place \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
[acceding party]

\_\_\_\_\_  
the Collateral Agent for itself and also  
for and on behalf of the Existing German  
Security's Beneficiaries

### SCHEDULE 3

#### GERMAN SECURITY DOCUMENTS

- 1 This Agreement,
- 2 a share pledge agreement dated 29 October 2010 between, amongst others, Sophos Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Umbrella Acquisition GmbH (legal successor Sophos Technology GmbH),
- 3 a share pledge agreement dated 29 October 2010 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH,
- 4 a share pledge agreement dated 29 October 2010 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos GmbH,
- 5 a share pledge agreement dated 21 September 2011 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Astaro Holdings GmbH,
- 6 a share pledge agreement dated 21 September 2011 between Sophos Astaro Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Astaro Holdings GmbH's shares in Sophos Astaro Software GmbH (legal successor Sophos Technology GmbH),
- 7 a second-ranking share pledge agreement dated 21 September 2011 between Sophos Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Umbrella Acquisition GmbH (legal successor Sophos Technology GmbH),
- 8 a second-ranking share pledge agreement dated 21 September 2011 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH,
- 9 a second-ranking share pledge agreement dated 21 September 2011 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos GmbH,
- 10 a second-ranking share pledge agreement dated 10 May 2012 between Sophos Limited as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Astaro Holdings GmbH,
- 11 a second-ranking share pledge agreement dated 10 May 2012 between Sophos Astaro Holdings GmbH as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Astaro Holdings GmbH's shares in Sophos Astaro Software GmbH (legal successor Sophos Technology GmbH),
- 12 a third-ranking share pledge agreement dated 10 May 2012 between Sophos Holdings GmbH as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos

Holding GmbH's shares in Umbrella Acquisition GmbH (legal successor Sophos Technology GmbH),

- 13 a third-ranking share pledge agreement dated 10 May 2012 between Sophos Limited as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH,
- 14 a third-ranking share pledge agreement dated 10 May 2012 between Sophos Limited as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Holding's shares in Sophos GmbH,
- 15 a fourth-ranking share pledge agreement dated on or about the date of this Agreement between Sophos Limited as pledgor and the Collateral Agent and the other Secured Parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH,
- 16 a fourth-ranking share pledge agreement dated on or about the date of this Agreement between Sophos Holdings GmbH as pledgor and the Collateral Agent and the other Secured Parties as pledgees in respect of Sophos Holdings GmbH's shares in Sophos GmbH,
- 17 a third-ranking share pledge agreement dated on or about the date of this Agreement between Sophos Limited as pledgor and the Collateral Agent and the other Secured Parties as pledgees in respect of Sophos Limited's shares in Sophos Astaro Holdings GmbH,
- 18 a third-ranking share pledge agreement dated on or about the date of this Agreement between Sophos Astaro Holdings GmbH as pledgor and the Collateral Agent and the other Secured Parties as pledgees in respect of Sophos Astaro Holdings GmbH's shares in Sophos Technology GmbH, and
19. an account pledge agreement dated on or about the date of this Agreement between Astaro Trading AG as pledgor and the Collateral Agent and the other Secured Parties as pledgees in respect of Astaro Trading AG's bank accounts held in the Federal Republic of Germany

## SCHEDULE 4

### ADDRESSES FOR NOTICES

[To the Original Security Grantor 1 **Sophos Holdings GmbH**

Address Gustav-Stresemann-Ring 1,  
65189 Wiesbaden, Germany

Fax number +44 (0) 1235 544181

Attn Nicholas Bray

To the Original Security Grantor 2 **Sophos Limited**

Address The Pentagon, Abingdon Science Park, Abingdon,  
Oxfordshire OX14 3YP, United Kingdom

Fax number +44 (0) 1235 544181

Attn Nicholas Bray

To the Original Security Grantor 3 **Sophos Astaro Holdings GmbH**

Address Amalienbadstraße 41, Bau 52, 76227 Karlsruhe,

Fax number +44 (0) 1235 544181

Attn Nicholas Bray

To the Original Security Grantor 4 **Astaro Trading AG**

Address Blumenaustrasse 28, 8200 Schaffhausen, Switzerland

Fax number +44 (0) 1235 544181

Attn Nicholas Bray



To the Collateral Agent  
and all other Beneficiaries **Deutsche Bank AG New York Branch**

Address 60 Wall Street  
New York, NY 10005  
United States of America

Fax number +1 212 797 5695

Attn Anca Trifan

## SCHEDULE 2

### PREVIOUS PLEDGE AGREEMENTS

#### PART 1

#### EXISTING PLEDGE AGREEMENTS

- 1 a share pledge agreement dated 29 October 2010 between, amongst others, Sophos Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Umbrella Acquisition GmbH (legal successor Sophos Technology GmbH),
- 2 a share pledge agreement dated 29 October 2010 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH,
- 3 a share pledge agreement dated 29 October 2010 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos GmbH,
- 4 a share pledge agreement dated 21 September 2011 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Astaro Holdings GmbH,
- 5 a share pledge agreement dated 21 September 2011 between Sophos Astaro Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Astaro Holdings GmbH's shares in Sophos Astaro Software GmbH (legal successor Sophos Technology GmbH),
- 6 a second-ranking share pledge agreement dated 21 September 2011 between Sophos Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Umbrella Acquisition GmbH (legal successor Sophos Technology GmbH),
- 7 a second-ranking share pledge agreement dated 21 September 2011 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH,
- 8 a second-ranking share pledge agreement dated 21 September 2011 between Sophos Limited as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos GmbH,
- 9 a second-ranking share pledge agreement dated 10 May 2012 between Sophos Limited as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Astaro Holdings GmbH,
- 10 a second-ranking share pledge agreement dated 10 May 2012 between Sophos Astaro Holdings GmbH as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Astaro Holdings GmbH's shares in Sophos Astaro Software GmbH (legal successor Sophos Technology GmbH),

- 11 a third-ranking share pledge agreement dated 10 May 2012 between Sophos Holdings GmbH as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Umbrella Acquisition GmbH (legal successor Sophos Technology GmbH),
- 12 a third-ranking share pledge agreement dated 10 May 2012 between Sophos Limited as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Limited's shares in Sophos Holdings GmbH, and
- 13 a third-ranking share pledge agreement dated 10 May 2012 between Sophos Limited as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Holding's shares in Sophos GmbH

## **PART 2**

### **FURTHER PREVIOUS PLEDGE AGREEMENTS**

- 1 a stock pledge agreement dated 29 October 2010 between Sophos Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Utimaco Safeware AG,
- 2 a stock pledge agreement dated 29 October 2010 between Umbrella Acquisition GmbH as pledgor and the Previous Collateral Agent and the other Secured Parties as pledgees in respect of Umbrella Acquisitions GmbH's (legal successor Sophos Technology GmbH) shares in Utimaco Safeware AG,
- 3 a second-ranking stock pledge agreement dated 21 September 2011 between Sophos Holdings GmbH as pledgor and the Previous Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Utimaco Safeware AG,
- 4 a second-ranking stock pledge agreement dated 21 September 2011 between Umbrella Acquisition GmbH as pledgor and the Previous Collateral Agent and the other secured parties as pledgees in respect of Umbrella Acquisitions GmbH's (legal successor Sophos Technology GmbH) shares in Utimaco Safeware AG,
- 5 a third-ranking stock pledge agreement dated 11 May 2012 between Sophos Holdings GmbH as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Sophos Holding GmbH's shares in Utimaco Safeware AG, and
- 6 a third-ranking stock pledge agreement dated on or about 11 May 2012 between Umbrella Acquisition GmbH as pledgor and the Existing Collateral Agent and other secured parties as pledgees in respect of Umbrella Acquisitions GmbH's (legal successor Sophos Technology GmbH) shares in Utimaco Safeware AG

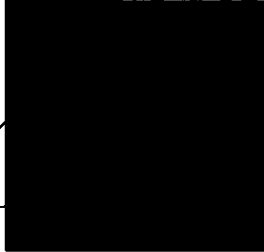
**SIGNATORIES**

**The Original Security Grantor 1**

Sophos Holdings GmbH

By. PINO V. KIERLIN

JOACHIM FROST



**The Original Security Grantor 2**

Sophos Limited

By:

\_\_\_\_\_

**The Original Security Grantor 3**

Sophos Astaro Holdings GmbH

By

JOACHIM FROST

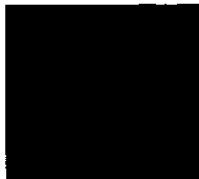


**The Original Security Grantor 4**

Astaro Trading AG

By.

JOACHIM FROST



**SIGNATORIES**

**The Original Security Grantor 1**

Sophos Holdings GmbH

By

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**The Original Security Grantor 2**

Sophos Limited

By *Nicholas Paul Stanton Bray*



**The Original Security Grantor 3**

Sophos Astaro Holdings GmbH

By

---

**The Original Security Grantor 4**

Astaro Trading AG

By *Nicholas Paul Stanton Bray*



**The Collateral Agent**

DEUTSCHE BANK AG NEW YORK BRANCH

By ANDRE MELCHERT (VIA POA)

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**The Other Secured Parties**

DEUTSCHE BANK AG NEW YORK BRANCH

By ANDRE MELCHERT (VIA POA)

\_\_\_\_\_



**The Existing Collateral Agent**

JPMORGAN CHASE BANK, N A

By

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**The Previous Collateral Agent**

RBC Europe Limited (previously Royal Bank of Canada Europe Limited)

By

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**The Collateral Agent**

DEUTSCHE BANK AG NEW YORK BRANCH

By

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**The Other Secured Parties**

DEUTSCHE BANK AG NEW YORK BRANCH

By

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**The Existing Collateral Agent**

JPMORGAN CHASE BANK, N A

By



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GOH STEW TAN  
Executive Director

**The Previous Collateral Agent**

RBC Europe Limited (previously Royal Bank of Canada Europe Limited)

By

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**The Collateral Agent**

DEUTSCHE BANK AG NEW YORK BRANCH

By

\_\_\_\_\_

**The Other Secured Parties**

DEUTSCHE BANK AG NEW YORK BRANCH

By

\_\_\_\_\_

**The Existing Collateral Agent**

JPMORGAN CHASE BANK, N A

By

\_\_\_\_\_

**The Previous Collateral Agent**

RBC Europe Limited (previously Royal Bank of Canada Europe Limited)

By

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*R. J. BEL*