

MR01

Particulars of a charge

233407/13



A fee is payable with this form.
Please see 'How to pay' on the last page.

You can use the WebFiling service to file this form online.
Please go to 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 MR02

For further information, please refer to our guidance at 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



A28 *A31M9P89* #240
13/02/2014
COMPANIES HOUSE

1 Company details

Company number: 0 2 0 9 6 5 2 0

Company name in full: SOPHOS LIMITED

2 3 For official use

→ **Filling 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: d3 d1 m0 m1 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

(AS NEW SECURITY 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

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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

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8

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)

9

Signature

Please sign the form here

Signature

Signature

X *Alto Group LP* 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 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 or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2096520

Charge code: 0209 6520 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2014 and created by SOPHOS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2014

P

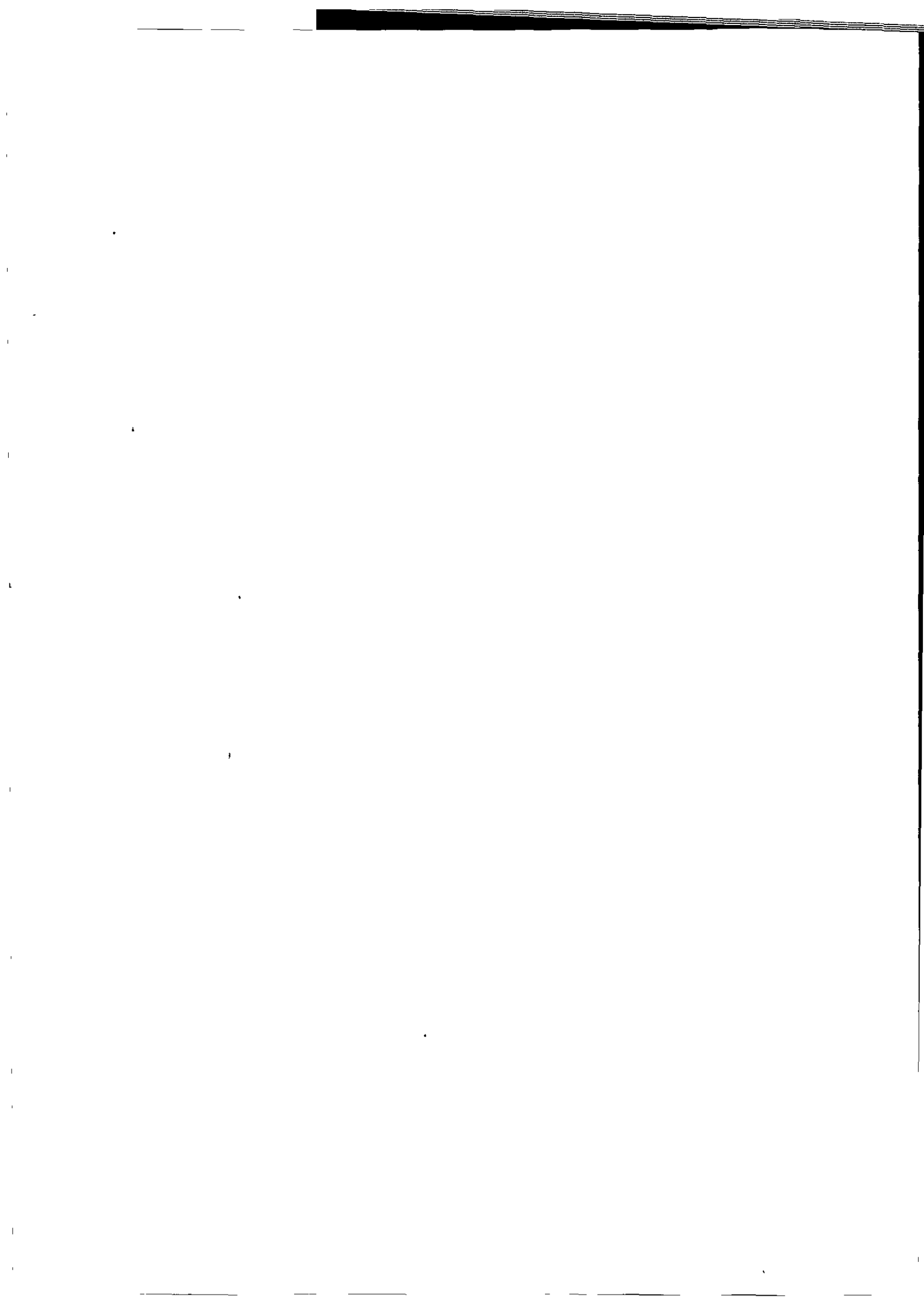
Given at Companies House, Cardiff on 17th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES





Except for the material redacted (which I have listed below), I certify that this is a correct copy of the original document

List of Redacted Materials

Date of birth of attorney on page 1,
Place of birth of attorney on page 1, and
Signature of L W J Hoppenbrouwers, civil law notary on page 19

Amsterdam, 4 February 2014





Allen & Overy LLP

Deed of pledge (second ranking) and transfer of contract Sophos B V

TJ/mh/0033351-0002533

9912 7521

**DEED OF PLEDGE AND TRANSFER OF CONTRACT
(SECOND RANKING)**

(Sophos B V)

On the thirty-first day of January two thousand and fourteen, there appeared before me, Leon Willem Johan Hoppenbrouwers, civil law notary in Amsterdam, the Netherlands _____

Alexander Frans Jacob Baron van Hovell tot Westervliet en Wezeveld, _____

redact

_____ employed by Allen & Overy LLP (Amsterdam office), Apollolaan 15, 1077 AB Amsterdam, the Netherlands, in this respect acting as attorney-in-fact of —

1 Sophos Limited, a private limited liability company under the laws of England and Wales, having its registered office and its office address at the Pentagon, Abingdon Science Park, Abingdon, Oxfordshire OX14 3YP, the United Kingdom, registered with the Companies Registration Office in Cardiff, the United Kingdom under number 02096520, as security provider (the **Security Provider**), _____

2 JPMorgan Chase Bank, N A, a national banking association organized under the laws of the United States of America, having its registered office and its main office at 1111 Palaris Parkway, Columbus, Ohio 43240, United States of America and a branch address at 270 Park Avenue, New York, New York 10017, United States of America, as original secured creditor (the **Original Security Agent**), _____

3 Deutsche Bank AG, a public limited company under the laws of the Federal Republic of Germany (*Aktiengesellschaft*), having its registered office in Frankfurt-am-Main, Federal Republic of Germany, acting through its New York Branch, having its principal business address at 60 Wall Street, New York, New York, United States of America 10005, with license issued by the New York State Department of Financial Services, as the new secured creditor (the **New Security Agent**), and _____





4 Sophos B V, a private limited liability company under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Arnhem, the Netherlands and its office address at Hoevestein 11B, 4903 SE Oosterhout, the Netherlands, registered in the Dutch Commercial Register under number 09068342, as issuer of shares (the **Company**) _____

The aforementioned proxies appear from four (4) written powers of attorney, copies of which are attached to this Deed (**Annexes**) _____

The person appearing declared the following _____

BACKGROUND _____

- (A) Pursuant to the Assignment (as defined below), the Original Security Agent assigned and transferred the Secured Liabilities (as defined in the First Ranking Deed) to the New Security Agent effective as of the Effective Time (as defined below) _____
- (B) In derogation of clause 6 (Restrictions on dealings) of the First Ranking Deed, the Security Provider and the New Security Agent explicitly agree to enter into this Deed in connection with the Credit Agreement (as defined below) _____
- (C) To the extent the various rights and obligations under the First Ranking Deed have not been transferred from the Original Security Agent to the New Security Agent as a matter of law, the parties hereto wish to transfer those rights and obligations by this Deed _____
- (D) Pursuant to the Assignment, as of the Effective Time the New Security Agent is the creditor under the parallel debt undertaking in respect of all amounts owed by the Loan Parties to each Secured Party under the Loan Documents (as defined in the Credit Agreement) _____

IT IS AGREED as follows _____

1. INTERPRETATION _____

1.1 Definitions _____

In this Deed _____

Agreed Security Principles means the "Collateral and Guarantee Requirement" as defined in the Credit Agreement _____

Assignment means the New York law resignation, waiver, consent and appointment agreement dated on or about the date of this Deed between, among others, the Original Security Agent and the New Security Agent, in relation to the assignment and transfer of, among other things, all rights and obligations of the Original Security Agent under the Credit Agreement and the First Ranking Deed to the New Security Agent, including but not limited to, the assignment and transfer of the parallel debt of the Original Security



c





Agent pursuant to clause 9 02(b) (Dutch Parallel Debt) of the Credit Agreement _____

Credit Agreement means the credit agreement originally dated the fifteenth day of June two thousand and ten between, among others, Shield Finance Co S à r.l, Sophos Holdings Limited as the parent, the Security Provider as the company and the New Security Agent as administrative agent and collateral agent, as amended and amended and restated from time to time and as most recently amended and restated on or about the date of this Deed _____

Effective Time has the meaning given to that term in the Assignment _____

Enforcement Event means the occurrence and continuance of an Event of Default in respect of which the New Security Agent has given notice of its intention to exercise its rights under this Deed _____

First Ranking Deed means the deed of pledge of shares dated the tenth day of May two thousand and twelve under which the Security Provider granted a first ranking right of pledge over the Shares in favour of the Original Security Agent _____

Secured Liabilities means each Dutch Parallel Debt as defined in Section 9 02(b) (Dutch Parallel Debt) of the Credit Agreement, provided that the Secured Liabilities do not include any liability or obligation to the extent that it (if it were included) would result in this Deed contravening any law on financial assistance. The Secured Liabilities shall extend from time to time to any (however fundamental) amendment, supplement, novation, variation, increase, extension (whether of maturity or otherwise), restatement, re-enactment, replacement, change in purpose of, or addition of or to any of the Loan Documents (including the designation of any document as a Loan Document) and/or any facility or amount made available under any of the Loan Documents _____

Security means any security created by this Deed _____

Security Assets means all assets of the Security Provider the subject of this Security _____

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full _____

Share Rights means all rights relating to a Share from time to time including _____

- (a) any dividend, interest or any other amount paid or payable in relation to it, and _____
- (b) any right, money or property accruing or offered at any time in _____





relation to it by way of redemption, substitution, exchange, bonus, reduction in nominal value or preference, under option rights, as a result of liquidation or otherwise, _____

but excluding any Voting Right _____

Share Rights Notice means a notice from the New Security Agent to the Security Provider (and with a copy to the Company) substantially in the form of Schedule 1 (Form of Share Rights Notice) _____

Shares means _____

- (a) all issued and outstanding shares in the capital of the Company comprising four thousand two hundred (4,200) registered shares (*aandelen op naam*) numbered 1 through 4,200, each share having a nominal value of forty-five Euro (EUR 45), and _____
- (b) any future share in the capital of the Company (whether existing or to be issued) to which the Security Provider will become entitled after the date of this Deed _____

Voting Rights means all rights relating to a Share which permit the holder of that Share to exercise the voting rights attached to the Shares from time to time _____

Voting Rights Notice means a notice from the New Security Agent to the Security Provider (and with a copy to the Company) which completes the passing to the New Security Agent of the Voting Rights substantially in the form of Schedule 2 (Form of Voting Rights Notice) _____

1.2 Construction _____

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed _____
- (b) The provisions in Section 1 02 (Other Interpretive Provisions) up to and including Section 1 06 (Times of Day) of the Credit Agreement apply to this Deed with all necessary changes _____
- (c) A reference to a "Loan Document" or any other agreement or instrument in a reference to that Loan Document or other agreement or instrument as amended, novated, supplemented, extended or restated however fundamental _____
- (d) Any obligation of the Security Provider under this Deed (other than a payment obligation) remains in force during the Security Period _____

2. TRANSFER OF CONTRACT _____

- (a) The Original Security Agent hereby transfers to the New Security Agent, by way of transfer of contract (*contractsoverneming*) within the meaning of Section 6 159 of the Dutch Civil Code, its legal relationship (*rechtsverhouding*) vis-à-vis the Security Provider under the First Ranking





- Deed (the **Transfer of Contract**) _____
- (b) The New Security Agent hereby accepts the Transfer of Contract as set out in paragraph 2(a) above _____
 - (c) The Transfer of Contract includes, without limitation, the *goederenrechtelijke overeenkomsten tot vestiging van het pandrecht* relating to assets that have not been acquired (*toekomstige goederen*) by the Security Provider before the Effective Time _____
 - (d) The Security Provider and the Company hereby render full co-operation (*medewerking*) to the Transfer of Contract, and agree to be bound by it _____
 - (e) The Transfer of Contract is irrevocable and unconditional and is effective as of the later of (1) the Effective Time or (2) the execution of this Deed (the **Transfer Date**) The Original Security Agent will have no further obligations, rights, title or interest whatsoever in or under the First Ranking Deed as of the Transfer of Contract being effective _____
 - (f) As result of the Transfer of Contract, the New Security Agent will replace the Original Security Agent as "Security Agent" under the First Ranking Deed as of the Transfer Date _____
 - (g) Insofar as any Voting Right remains with the Original Security Agent after the execution of this Deed, that Voting Right will expire immediately after that execution _____
 - (h) To the extent that the Original Security Agent were to continue to have any rights under clause 4.2 (Power of attorney) of the First Ranking Deed after the Transfer Date, those rights are hereby terminated _____
- 3. CREATION OF SECURITY** _____
- 3.1 Security interest** _____
- The Security Provider agrees to pledge and pledges as a disclosed pledge to the New Security Agent all its Shares and Share Rights, subject to the First Ranking Deed _____
- 3.2 General** _____
- (a) All the security created under this Deed _____
 - (i) is security for the payment of all the Secured Liabilities, and _____
 - (ii) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Secured Party _____
 - (b) If any discharge (whether in respect of this Security, the obligations of the Security Provider, any other Secured Liability or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on bankruptcy, insolvency, liquidation, moratorium or otherwise without limitation, this Security, and the obligations of the Security





Provider under this Deed, will continue, to the extent permitted under applicable law, as if the discharge or arrangement had not occurred _____

- (c) The New Security Agent accepts each pledge created under this Deed _____

4. SPECIAL STEPS FOR EACH SECURITY ASSET AND FURTHER ASSURANCES _____

4.1 General _____

Subject to the Agreed Security Principles, the Security Provider must take, at its own cost and expense, promptly, and in any event within any applicable time limit _____

- (a) whatever action is necessary, and _____

- (b) any action which the New Security Agent may require, _____ to ensure that this Security is, and will continue to be, a validly created and enforceable first priority pledge over the Security Assets _____

This includes the giving of any notice, order or direction, the making of any registration and ensuring the passing of any resolution which the New Security Agent may think expedient _____

The New Security Agent may at all times take any action referred to in this Clause 4 at the cost and expense of the Security Provider _____

4.2 Power of attorney _____

- (a) The Security Provider appoints, with the right of substitution, the New Security Agent to be its attorney by an irrevocable power of attorney, to, on its behalf, perform all acts and execute all documents in order to perfect the Security or implement the First Ranking Deed or this Deed and after (i) an Enforcement Event has occurred or (ii) failure by the Security Provider to take action reasonably necessary to perfect and/or protect the Security within ten (10) Business Days of being notified in writing by the New Security Agent requiring such action to be taken by the Security Provider, to take any action which the Security Provider must take under the First Ranking Deed or this Deed and which is necessary for the New Security Agent to create, maintain and exercise its rights under the First Ranking Deed or this Deed. The Security Provider ratifies and confirms whatever any attorney purports to do under its appointment under this Subclause _____

- (b) Notwithstanding any conflict of interest as contemplated by Section 3:68 of the Dutch Civil Code, the New Security Agent is authorised to act under the appointment made in paragraph (a) above _____

4.3 Further assurances _____

Subject to the Agreed Security Principles, the Security Provider must, at its own cost and expense, promptly, and in any event within any applicable time limit, take whatever action the New Security Agent may require for _____



- (a) protecting any security intended to be created by this Deed, or _____
- (b) facilitating the enforcement of this Security, or the exercise of any right, power or discretion exercisable, by the New Security Agent or any of its delegates or sub-delegates in respect of any Security Asset, or _____
- (c) facilitating the assignment of the New Security Agent's rights or transfer of its legal relationship under this Deed _____

This may include any registration at any public registry, the execution of any transfer, assignment or assurance of any asset and whether to the New Security Agent or its nominee, which the New Security Agent may think expedient _____

4.4 Information _____

The Security Provider must supply the New Security Agent promptly with any information it reasonably requests in respect of a Security Asset _____

5. PRESERVATION OF SECURITY _____

5.1 Waiver of defences _____

Neither this Security nor the obligations of the Security Provider under this Deed will be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice this Security or any of its obligations under this Deed (whether or not known to it or any Secured Party) This includes _____

- (a) any time or waiver granted to, or composition with, any person, _____
- (b) any release of any person under the terms of any composition or arrangement, _____
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person, _____
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security, _____
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person, _____
- (f) any transfer by a person of any of the Secured Liabilities, _____
- (g) any amendment (however fundamental) of a Loan Document or any other document or security, _____
- (h) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Loan Document or any other document or security, or _____
- (i) any insolvency or similar proceedings _____





5.2 Immediate recourse

The Security Provider waives any right it may have of first requiring the New Security Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before enforcing any Security, including under Section 3 234 of the Dutch Civil Code

5.3 Appropriations

Until the expiry of the Security Period, each Secured Party (or any trustee or agent on its behalf) may, without affecting either this Security or the liability of the Security Provider under this Deed

- (a) (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or
- (ii) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise), and
- (b) hold in an interest-bearing suspense account any moneys received from the Security Provider or on account of the Security Provider's liability under this Deed

5.4 Non-competition

The Security Provider

- (i) waives any right of subrogation, recourse, contribution or indemnity to which it may be entitled, in respect of any payment made to or moneys received by the New Security Agent or any other Secured Party as proceeds of the enforcement of this Security,
- (ii) will not claim or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any trustee or agent on its behalf), and
- (iii) will not receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party

The Security Provider must immediately pay or transfer to the New Security Agent any payment or distribution or benefit of security received by it contrary to this Subclause or as otherwise directed by the New Security Agent under this Subclause

6. REPRESENTATIONS

The representations and warranties set out in this Clause are made by the Security Provider to the New Security Agent



- 6.1 Security representations and warranties**
- (a) **Nature of security**
 This Deed creates those pledges it purports to create and is not liable to be amended or otherwise set aside on its liquidation, administration, dissolution or otherwise
- (b) **Title**
 It is authorised to create the Security and it has full and exclusive title to each of the Security Assets, free of any Liens (except for those created under this Deed or under the First Ranking Deed or as otherwise permitted under the Credit Agreement) and any other right in favour of any other person
- (c) **Ranking**
 Each pledge created under this Deed has first priority in relation to all claims of any person to a Security Asset, other than any claims of the New Security Agent secured under the First Ranking Deed
- 6.2 Times for making representations**
- (a) The representations set out in this Deed are made on the date of this Deed in respect of all Security Assets pledged under Clause 3 1 (Security interest)
- (b) Unless a representation is expressed to be given on a specific date, each representation under this Deed is deemed to be repeated by the Security Provider during the Security Period on each date
- (i) required under the Credit Agreement, and
- (ii) upon which the Security Provider acquires a Security Asset
- (c) When a representation or warranty is deemed to be repeated, it is applied to the circumstances existing at the time of repetition
- (d) A representation in relation to the Shares, is made or deemed to be repeated in relation to the shares of the Company issued (and not cancelled) on that date
- (e) Section 10 12 (Survival of Representation and Warranties) of the Credit Agreement will apply, *mutatis mutandis*, to the Pledgor during the Security Period in relation to the representations and warranties set out in this Clause 6
- 7. RESTRICTIONS ON DEALINGS**
- 7.1 No other Liens**
 The Security Provider may not create or permit to subsist any Lien on any Security Asset (except this Security or any Lien expressly permitted pursuant to Section 7 01 (Liens) of the Credit Agreement and any security created under the First Ranking Deed)
- 7.2 Other restrictions**



The Security Provider may not _____
 (a) sell, transfer or otherwise dispose of any Security Asset, _____
 (b) waive, amend or terminate, in whole or in part, any accessory or ancillary right or other right in respect of any Security Asset, or _____
 (c) take any action which might jeopardise the existence or enforceability, of any Security Asset or the Security, _____
 except as expressly allowed, in each case, under the Credit Agreement or under the First Ranking Deed or this Deed _____

8. SHARES _____

8.1 Representations – Shares _____

The Security Provider represents to the New Security Agent that _____

- (a) the Shares are fully paid, _____
- (b) the Shares represent the whole of the issued share capital of the Company, _____
- (c) each of the Shares is capable of being made subject to a pledge as contemplated by this Deed, _____
- (d) the Shares are transferable in accordance with the terms of the Company's articles of association (the **Articles**) and not subject to any restriction under Section 2 22(a) (1) of the Dutch Civil Code or otherwise, _____
- (e) it has no rights to subscribe for shares which have not been exercised as on the date of this Deed, _____
- (f) there are no holders of depositary receipts of shares in the capital of the Company and there are no persons that have the right to attend and address shareholder meetings (*vergaderrecht*) other than the shareholder(s), _____
- (g) the Shares currently owned by the Security Provider were acquired as follows by a transfer under title of sale, effected by deed executed on the second day of July two thousand and nine, before A J Wiggers, civil law notary in Amsterdam, the Netherlands, and—
- (h) there is no restriction on the conditional passing of the Voting Rights (except for any restriction applicable as a matter of mandatory law and included in the Articles) _____

8.2 Changes to rights _____

The Security Provider must not take or allow the taking of any action on its behalf which may result in the Shares, or any Share Right or Voting Right being altered or further shares in the Company being issued to the extent prohibited under the Credit Agreement _____

8.3 Calls _____





- (a) The Security Provider must pay all calls and any other payments due and payable in respect of any Share it acquires after the date of this Deed ———
- (b) If the Security Provider fails to do so, the New Security Agent may pay those calls or make those other payments on behalf of the Security Provider. The Security Provider must, immediately on request, reimburse the New Security Agent for any payment made by the New Security Agent under this paragraph ———
- 8.4 Other obligations in respect of Shares** ———
- (a) The Security Provider must comply with all conditions and obligations assumed by it in respect of any Shares, Share Rights or Voting Rights ———
- (b) The Security Provider must not agree to any court or out-of-court settlement in respect of any Share, Share Right or Voting Right to the extent that any such settlement would adversely affect the interests of the Secured Parties or this Security ———
- 8.5 Voting Rights and Share Rights** ———
- (a) Subject to the First Ranking Deed and the condition precedent in paragraph (b) below, the Security Provider passes (*toekennen*) the Voting Rights to the New Security Agent ———
- (b) After an Enforcement Event occurs, the New Security Agent may deliver a Voting Rights Notice to the Security Provider (with a copy to the Company). The passing of the Voting Rights becomes effective on the date of the Voting Rights Notice ———
- (c) The New Security Agent may, if it deems it necessary to ensure that a passing of the Voting Rights is effective, require the Security Provider to procure that the appropriate corporate body or bodies of the Company approve the conditional passing (*overgang*) of the Voting Rights ———
- (d) Before delivery of a Voting Rights Notice by the New Security Agent, the Security Provider may exercise the Voting Rights in any manner which would not adversely affect the Security (including, without limitation, in favour of any change in the terms of the Shares) or which is consistent with the terms of any of the Loan Documents and the New Security Agent will not have the rights which may be exercised by a person who is the holder of depositary receipts of shares with the right to attend shareholder meetings —
- (e) After delivery of a Voting Rights Notice in accordance with this Deed, the New Security Agent may exercise any Voting Right and any other right which may be exercised by any person who is the holder of depositary receipts of shares with the right to attend shareholder meetings ———
- (f) Subject to the First Ranking Deed, the New Security Agent consents to all Share Rights, including the right to receive dividends or any other amount





paid or payable in relation to any Share or Share Right, being paid, or offered, directly to the Security Provider under Section 3:246 of the Dutch Civil Code, unless the payment of such dividends or other distributions is or becomes prohibited by any Loan Document _____

- (g) After an Enforcement Event occurs, the New Security Agent may withdraw that consent by delivering a Share Rights Notice to the Security Provider (with a copy to the Company) and all Share Rights must, with effect from the date of the Share Rights Notice, be paid, or offered, directly to the New Security Agent or as it may direct _____

8.6 Shareholder's Resolution _____

- (a) The Security Provider, acting in its capacity as sole shareholder of the Company, adopts the following resolution, taken outside a meeting in accordance with the articles of association of the Company _____
the Security Provider approves the creation of security over the Security Assets as contemplated by this Deed and the passing (*overgang*) of the Voting Rights to the New Security Agent under Clause 8.5 (Voting Rights and Share Rights) _____
- (b) The management board of the Company has confirmed that there are no persons with the right to attend and address shareholder meetings (*vergaderrecht*) other than the shareholder(s) _____
- (c) The member of the Company's management board has been given the opportunity to advise on the resolution referred to in this Subclause _____

9. WHEN SECURITY BECOMES ENFORCEABLE _____

This Security will become immediately enforceable if _____

- (a) an Enforcement Event occurs, and _____
- (b) there is a default (*verzuim*) in the performance of any of the Secured Liabilities _____

10. ENFORCEMENT OF SECURITY _____

10.1 General _____

- (a) After this Security has become enforceable, the New Security Agent may after given not less than ten (10) days prior written notice to the Security Provider, in its absolute discretion but subject to the First Ranking Deed, exercise any right under _____
 - (i) applicable law, or _____
 - (ii) this Deed, _____
 to enforce all or any part of the Security in respect of any Security Asset in any manner it sees fit or as the Required Lenders may direct _____
- (b) In particular, without any further consent or authority on the part of the Security Provider and irrespective of any direction given by it, the New





Security Agent may to the extent permitted by applicable law and subject to the First Ranking Deed _____

- (i) sell any Security Asset, in whole or in part, _____
- (ii) give notice to any person in connection with enforcing this Security, _____
- (iii) seize, collect or claim all amounts payable in respect of any Security Asset, or _____
- (iv) enforce any Security Asset by way of proceedings or otherwise _____

10.2 Sale _____

(a) The New Security Agent need not give notice of a sale in respect of any Security Asset to _____

- (i) the Security Provider, _____
- (ii) any Loan Party, _____
- (iii) any holder of a limited right *in rem* (*beperkt recht*), or _____
- (iv) any person who has made an attachment (*beslag*) on a Security Asset, _____

as referred to in Sections 3 249 and 3 252 of the Dutch Civil Code _____

(b) The Security Provider waives its right to file a request with any relevant district court for a sale of any Security Asset in a manner which deviates from a public auction as referred to in Section 3 251 (1) of the Dutch Civil Code _____

10.3 Transfer _____

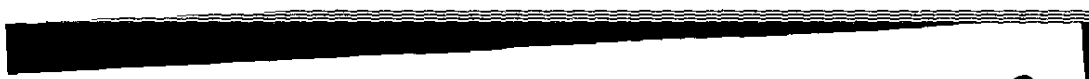
(a) The transfer restrictions in the Company's articles of association apply to any transfer by the New Security Agent of the Shares _____

(b) The New Security Agent must comply with the Security Provider's obligations and will have the rights, as provided by statute or in the Company's Articles, in relation to the sale and transfer of the Shares _____

10.4 Scope of Obligations _____

The New Security Agent _____

- (a) may not be held liable for any action taken, or not taken, in connection with collecting any receivable or enforcing any Security Asset or this Security except for any loss caused directly by its own wilful misconduct or gross negligence, _____
- (b) may not be held liable for, and need not make, any payment under any Security Asset except for any loss caused directly by its own wilful misconduct or gross negligence, _____
- (c) need not make any enquiries as to the nature or sufficiency of any payment received in respect of a Security Asset, _____
- (d) need not perform any obligation of the Security Provider, and _____
- (e) need not present or file any claim or take any other action to collect _____





or enforce the payment of any amount to which it may be entitled under this Deed _____

10.5 Receipts after an Enforcement Event _____

If, after an Enforcement Event has occurred, the Security Provider receives any proceeds relating to a Security Asset, it must immediately transfer an amount equal to those proceeds to the New Security Agent, if the New Security Agent so directs. This is without prejudice to any right the New Security Agent may have against the person who made that payment _____

10.6 Contingencies _____

- (a) Without prejudice to any other right the New Security Agent may have, if the proceeds of enforcement of this Security are received at a time when no amount is due under the Loan Documents but at a time when amounts may or will become due, the New Security Agent may pay the proceeds of any recoveries effected by it into a designated suspense account _____
- (b) If the bank at which the security account is held is the New Security Agent, it may exercise any right of set-off it may have in respect of the Secured Liabilities against that amount _____

11. APPLICATION OF PROCEEDS _____

Subject to Section 8 04 (Application of Funds) of the Credit Agreement and subject to the First Ranking Deed, any moneys received by the New Security Agent after this Security has become enforceable must be applied in the following order of priority _____

- (a) **first**, in or towards payment of or provision for all costs and expenses incurred by the New Security Agent in connection with the enforcement of this Security, _____
- (b) **second**, in or towards payment of or provision for the Secured Liabilities, and _____
- (c) **third**, in payment of the surplus (if any) to the Security Provider or any other person entitled to it _____

This Clause is subject to the payment of any claims having priority over this Security _____

12. EXPENSES AND INDEMNITY _____

Article 3 (Taxes, Increased Costs Protection and Illegality), Section 10 04 (Attorney Costs and Expenses) and Section 10 05 (Indemnification by the Borrower) of the Credit Agreement (with any necessary consequential amendments) shall apply to all costs and expenses (including legal fees and notarial costs, if any) incurred by the New Security Agent, any other Secured Party, attorney, delegate, sub-delegate, agent or other person appointed by the New Security Agent in accordance with this Deed in





connection with this Deed or the enforcement or preservation of this Security _____

13. DELEGATION _____

- (a) The New Security Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Deed _____
- (b) Any such delegation may be made upon any terms (including power to sub-delegate or with a right of substitution) which the New Security Agent may think fit _____
- (c) The New Security Agent will not be in any way liable or responsible to the Security Provider for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate _____

14. EVIDENCE AND CALCULATIONS _____

In the absence of manifest error, the records of the New Security Agent are conclusive evidence (*dwingend bewijs*) of the existence and the amount of the Secured Liabilities _____

15. CHANGES TO THE PARTIES _____

15.1 Security Provider _____

The Security Provider may not assign or transfer any of its rights or obligations under this Deed without the consent of the New Security Agent _____

15.2 New Security Agent _____

- (a) The New Security Agent may assign its rights under this Deed or transfer its legal relationship under this Deed by way of transfer of contract together with the Secured Liabilities as permitted under the Credit Agreement _____
- (b) In advance the Security Provider and the Company _____
 - (i) consents to any assignment under this Subclause, and _____
 - (ii) co-operates (within the meaning of Section 6:159 of the Dutch Civil Code) to any transfer of its legal relationship under this Subclause —
- (c) If the New Security Agent assigns its rights or transfers its legal relationship to a person as permitted under paragraph (a) above, the Security Provider must promptly ensure that the conditional passing of the Voting Rights to that person is approved in accordance with Section 2:198(3) of the Dutch Civil Code _____

16. MISCELLANEOUS _____

17. RELEASE _____

- (a) At the end of the Security Period, the New Security Agent must, at the written request and cost of the Security Provider, take whatever action is necessary to evidence the release by operation of law of the Security Assets from this Security _____



- (b) The New Security Agent may at any time terminate (*opzeggen*) in whole or in part any of this Security by giving notice to the Security Provider _____

18. NOTICES _____

- (a) Any communication in connection with this Deed must be given in accordance with Section 10 02 (Notices and Other Communications, Facsimile Copies) of the Credit Agreement _____

19. LANGUAGE _____

- (a) Any notice given in connection with this Deed must be in English _____
- (b) Any other document provided in connection with this Deed must be _____
- (i) in English, or _____
- (ii) (unless the New Security Agent otherwise agrees) accompanied by a certified English translation In this case, the English translation prevails unless the document is a statutory or other official document _____

20. WAIVER _____

The Security Provider irrevocably waives any right it may have at any time to _____

- (a) suspend (*opschorten*) any obligation under this Deed under Sections 6 52, 6 262 and 6 263 of the Dutch Civil Code or any other applicable law, or _____
- (b) rescind (*ontbinden*) this Deed in whole or in part under Section 6 265 of the Dutch Civil Code or any other applicable law _____

21. GOVERNING LAW _____

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by Dutch law _____
- (b) If a party to this Deed is represented by one or more attorneys in connection with the execution of this Deed or any agreement or document pursuant hereto, and the relevant power of attorney is expressed to be governed by Dutch law, such choice of law is hereby accepted by each other party, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency of the fourteenth day of March nineteen hundred seventy-eight _____

22. ENFORCEMENT _____

22.1 Jurisdiction _____

- (a) The courts of Amsterdam, the Netherlands, judging in the first instance, have exclusive jurisdiction to settle any dispute including any dispute relating to non-contractual obligations arising out of or in connection with this Deed _____
- (b) This Subclause is for the benefit of the New Security Agent only To the extent allowed by law, the New Security Agent may take _____



- (i) proceedings in any other court, and _____
- (ii) concurrent proceedings in any number of jurisdictions _____

22.2 Election of domicile _____
 (a) The Security Provider irrevocably elects domicile (*woonplaats*) under this Deed at the offices of Sophos B V with its registered address at Hoevestein 11B, 4903 SE Oosterhout, the Netherlands), for service of process in any proceedings before the Amsterdam courts _____

(b) This Subclause does not affect any other method of service allowed by law - _____

22.3 Waiver of immunity _____
 The Security Provider irrevocably and unconditionally to the extent permitted under applicable law _____

- (a) agrees not to claim immunity from proceedings brought by the New Security Agent against it in relation to this Deed and to ensure that no such claim is made on its behalf, _____
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and _____
- (c) waives all rights of immunity in respect of it or its assets _____

23. POSITION OF CIVIL LAW NOTARY _____
 The civil law notary who executes this Deed is a civil law notary holding office with Allen & Overy LLP, the New Security Agent's legal adviser. The Parties acknowledge that they have been informed of the existence of the Ordinance Containing Rules of Professional Conduct and Ethics (*Verordening beroeps- en gedragsregels*) of the Royal Professional Organisation of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*) and expressly agree and acknowledge that _____

- (a) Allen & Overy LLP may advise and act on behalf of the New Security Agent with respect to _____
 - (i) this Deed and any agreement related to this Deed (including, without limitation, the Loan Documents), and _____
 - (ii) any dispute related to or resulting from this Deed and any such related agreements, and _____
- (b) a civil law notary holding office with Allen & Overy LLP may execute this Deed _____

24. COMPANY'S DECLARATION _____
 The Company declares that _____

- (a) it acknowledges the Security, _____
- (b) it has notice of the terms of this Deed and it undertakes to comply with its terms, _____
- (c) it is not aware of any fact or circumstance which would cause any of _____





- the Security Provider's representations and warranties under this Deed to be incorrect or misleading, _____
- (d) all authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed, have been obtained or effected (as appropriate) and are in full force and effect, _____
- (e) it will register in the Company's shareholders' register the replacement of the Original Security Agent by the New Security Agent as pledgee of the pledges created by the First Ranking Deed, -
- (f) it will register in the Company's shareholders' register the creation of a second-ranking pledge in favour of the New Security Agent in respect of the Shares giving, subject to a condition precedent set out in Clause 8.5 (Voting Rights and Share Rights), the Voting Rights to the New Security Agent, _____
- (g) after title to any Share has passed to the Security Provider, it will register in the Company's shareholders' register the creation of a second-ranking pledge in favour of the New Security Agent in respect of those Shares giving, subject to a condition precedent set out in Clause 8.5 (Voting Rights and Share Rights) and subject to the First Ranking Deed, the Voting Rights to the New Security Agent, _____
- (h) it is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands and is registered in the trade register under number 09068342 and the information contained in the trade register is correct and complete as on the date of this Deed,
- (i) on the date of this Deed _____
- (i) it has not been dissolved (*ontbonden*), _____
- (ii) no resolution to dissolve the Company has been approved, —
- (iii) no petition to dissolve the Company has been filed, and —
- (iv) it has not received a notice from the chamber of commerce under Section 2.19a (3) of the Dutch Civil Code, and _____
- (j) on the date of this Deed _____
- (i) it has not been declared bankrupt (*failliet verklaard*), _____
- (ii) it has not suspended making payments on any of its debts or announced an intention to do so, _____
- (iii) no moratorium (*surseance van betaling*) has been granted to it, _____
- (iv) no step has been taken with a view to a composition or



- similar arrangement with any of its creditors, _____
- (v) no person has presented a petition or filed a document with a court or any registry for its bankruptcy or dissolution, and—
 - (vi) no other analogous step or procedure has been taken in any jurisdiction _____

Close _____

The person appearing is known to me, civil law notary _____

This Deed was executed in Amsterdam on the date first above written. Before reading out, a concise summary and an explanation of the contents of this Deed were given to the person appearing. The person appearing then declared that he had taken note of and agreed to the contents of this Deed and did not want the complete Deed to be read to him. Thereupon, after limited reading, this Deed was signed by the person appearing and by me, civil law notary _____

ISSUED



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