

MR01

Particulars of a charge

233408/13



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

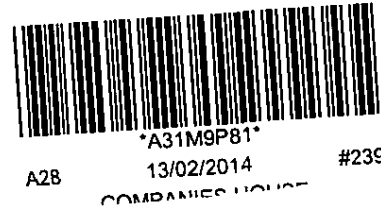
What this form is for
You may use this form to register a charge created or evidenced by an instrument

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 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. This must be scanned and placed on the public record.



1 Company details

Company number: 0 2 0 9 6 5 2 0

Company name in full: SOPHOS LIMITED

22 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 NEW YORK BRANCH
(AS COLLATERAL AGENT)

Name: _____
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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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

1) Freehold property known as Land lying to the south of Audlett Drive, Abingdon, The Pentagon, Abingdon Science Park, Barton Lane, Abingdon OX14 3YP registered at HM Land Registry under title number ON218110

2) Freehold property known as Land lying on the north side of Barton Lane, Abingdon, The Pentagon, Abingdon Science Park, Barton Lane, Abingdon OX14 3YP registered at HM Land Registry under title number ON223185

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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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 Allie & Overy LP

X

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

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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 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 2096520

Charge code 0209 6520 0023

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

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

CERTIFIED A TRUE COPY

Except for material redacted
pursuant to s 859G of the
Companies Act 2006 I certify
that this is a correct copy of the
original document

Allen & Overy LLP

EXECUTION VERSION

CONFIRMATORY SECURITY AGREEMENT

relating to a Security Agreement dated 10 December 2010, a Confirmatory Security Agreement dated
30 June 2011 and a Confirmatory Security Agreement dated 11 May 2012

31 JANUARY 2014

Between

SOPHOS LIMITED
as Chargor

and

DEUTSCHE BANK AG NEW YORK BRANCH
as Collateral Agent

ALLEN & OVERY

Allen & Overy LLP

0033351-0002533 BK.26362753 5

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THIS DEED is dated 31 January 2014 and made

BETWEEN.

- (1) **SOPHOS LIMITED** a private limited company incorporated in England and Wales with registered number 02096520 and with registered address The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire OX14 3YP (the **Chargor**); and
- (2) **DEUTSCHE BANK AG NEW YORK BRANCH** (the **Collateral Agent**), as collateral agent for the benefit of the Secured Parties.

BACKGROUND:

- (A) Pursuant to a security agreement dated 10 December 2010 (the **Original Security Agreement**) and a confirmatory security agreement dated 30 June 2011 (the **First Confirmatory Security Agreement**) each between the Chargor and Royal Bank of Canada Europe Limited (the **Original Collateral Agent**) and a confirmatory security agreement dated 11 May 2012 (the **Second Confirmatory Security Agreement**) between the Chargor and JPMorgan Chase Bank, N.A. (the **Second Collateral Agent**), the Chargor created liens over certain of its assets as security for, among other things, the Liabilities
- (B) Pursuant to a resignation, waiver, consent and appointment agreement dated on or about the date of this Deed, each of the Lenders and each Loan Party have consented to the removal of the Second Collateral Agent as successor administrative agent and successor collateral agent under each of the Loan Documents and, effective as of the Third Amendment and Restatement Effective Date, have appointed the Collateral Agent as administrative agent and collateral agent under each of the Loan Documents.
- (C) Pursuant to an amendment agreement dated on or about the date of this Deed (the **Amendment Agreement**) in relation to the credit agreement originally dated 15 June 2010 (as amended and restated on 13 July 2010, as amended on 9 September 2010, as further amended on 4 May 2011 (and effective as of 30 June 2011), as supplemented by an incremental agreement dated 30 June 2011, as further amended and restated on 10 May 2012 and otherwise as amended from time to time) between, among others, the Chargor, Sophos Holdings Limited (formerly Shield Bidco Limited), Shield Holdco Ltd, Shield Finance Co S à r.l., the other Loan Parties from time to time party thereto and the Lenders named therein (the **Original Credit Agreement**), the parties thereto intend to amend and restate the Original Credit Agreement, the Original Credit Agreement, as amended by the Amendment Agreement, being the **Amended Credit Agreement**.
- (D) The Chargor and the Collateral Agent consider that the liens created by the Chargor under each of the Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement secure payment of the Liabilities (as defined below) but are entering into this Deed in case they do not
- (E) This Deed is supplemental to each of the Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement.
- (F) This Deed is a Loan Document.
- (G) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Capitalised terms defined in the Original Security Agreement (as amended by this Deed) whether directly or by reference to the Credit Agreement (as defined below) have, unless expressly defined in this Deed, the same meaning in this Deed.
- 1.2 The provisions of clauses 1.2 (Construction) and 1.3 (Third Party Rights) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Original Security Agreement shall be deemed to be references to this Deed

2. CREATION OF COLLATERAL

- (a) All the security interests created under this Deed:
- (i) are created in favour of the Collateral Agent,
 - (ii) are collateral for the payment, discharge and performance of all the Liabilities,
 - (iii) are created in case the security interests created by the Original Security Agreement, the First Confirmatory Security Agreement or the Second Confirmatory Security Agreement do not secure all of the Liabilities (including, in particular, but without limitation, arising under, and by operation of, the Amendment Agreement and the Amended Credit Agreement); and
 - (iv) are created in addition to and do not affect the security interests created by each of the Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement.
- (b) Where this Deed purports to create a first fixed security interest, that security interest will be a fourth ranking security interest ranking subject to the equivalent security interests created by each of the Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement until such time as the Collateral created and/or supplemented by each of the Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement ceases to have effect.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement, the First Confirmatory Security Agreement or the Second Confirmatory Security Agreement and the same asset or right is expressed to be assigned again under this Deed, that fourth assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement, the First Confirmatory Security Agreement or the Second Confirmatory Security Agreement ceases to have effect at a time when this Deed still has effect.

3. CHARGE AND INCORPORATION

The provisions of clauses 2 (Undertaking to Pay) to 27 (Rights, Waivers and Determinations) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed, except that references to:

- (a) the **Administrative Agent** shall be deemed to be references to that term as defined in the Amended Credit Agreement;

- (b) the **Collateral Agent** shall be deemed to be references to that term as defined in the Amended Credit Agreement;
- (c) the **Credit Agreement** shall be deemed to be references to the Amended Credit Agreement;
- (d) **Liabilities** shall be deemed to be references to the Obligations (including, for the avoidance of doubt, those obligations and liabilities arising under, and by operation of, the Amendment Agreement and the Amended Credit Agreement);
- (e) the Original Security Agreement shall be deemed to be references to this Deed;
- (f) any action required to be taken by the Chargor on or following, or any representation required to be made by the Chargor on or by reference to, the date of the Original Security Agreement shall be deemed to be required to be taken or to be made on, following or by reference to (as the case may be) the date of this Deed;
- (g) JPMorgan Chase Bank, N.A. shall be deemed to be references to Deutsche Bank AG New York Branch; and
- (h) 1111 Fannin Street, Floor 10, Houston, TX 77002-6925, USA shall be deemed to be references to 60 Wall Street, New York, New York 10005.

4. **FIXED CHARGES**

The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as security for the payment of all Liabilities, charges in favour of the Collateral Agent (for the benefit of the Secured Parties).

- (a) by way of first legal mortgage, all Material Real Property in England and Wales (including that described in Schedule 1 (Real Property)) now belonging to it; and
- (b) by way of first fixed equitable charge, all other Material Real Property now belonging to it and all Material Real Property acquired by it in the future, in each case, not effectively charged by paragraph (a) above,

where:

Material Real Property of the Chargor means all freehold Real Property of the Chargor with a book value in excess of US\$5,000,000 and each parcel of real property of the Chargor listed on Schedule 1 (Real Property), subject to the Agreed Security Principles, and

Real Property means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

5. **H M LAND REGISTRY**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Material Real Property registered at H.M Land Registry

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated

2014 in favour of Deutsche Bank AG referred to in the charges register or their conveyancer”.

6. CONFIRMATION

The Chargor agrees that the Liabilities as defined (including by reference to another document) in each of the Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement include all Liabilities as defined in the Amended Credit Agreement as amended, novated, supplemented extended, restated (however fundamentally and whether or not more onerous) or replaced from time to time and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Secured Document or other agreement or instrument.

7. MISCELLANEOUS

The Original Security Agreement, the First Confirmatory Security Agreement and the Second Confirmatory Security Agreement each remain in full force and effect.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

9. GOVERNING LAW AND ENFORCEMENT

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a Dispute)
- (c) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (d) This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
REAL PROPERTY

Freehold/Leasehold	Description
Freehold	Title number. ON218110 Land lying to the south of Audlett Drive, Abingdon The Pentagon Abingdon Science Park Barton Lane Abingdon OX14 3YP United Kingdom
Freehold	Title number: ON223185 Land on the north side of Barton Lane, Abingdon The Pentagon Abingdon Science Park Barton Lane Abingdon OX14 3YP United Kingdom

SIGNATORIES

**SIGNED as a DEED by SOPHOS LIMITED acting
by NICHOLAS PAUL SEPTON ISLAM**

a director in the presence of

[Redacted]

Signature of witness

[Redacted]

Name: **DERBIE PERCY**

Address: [Redacted]

Occupation: **EXECUTIVE ASSISTANT**

SIGNED by



Anca Trifan
Managing Director

Title

SIGNED by



Kirk L. Tashjian
Vice President

Title

for and on behalf of **DEUTSCHE BANK AG NEW YORK BRANCH**

