

MG01

Particulars of a mortgage or charge



230616/13

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



"L1A0120X"
LD5 30/05/2012 #89

COMPANIES HOUSE

For official use

1 Company details

Company number 0 2 0 9 6 5 2 0

Company name in full Sophos Limited (the **Security Provider**)

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→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 1 0 5 2 0 1 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A deed of pledge of shares dated 10 May 2012 between the Security Provider and JPMorgan
Chase Bank, N A (the **Security Agent**) with Sophos B V (the **Company**) (the **Deed**)

(Plus po)

4 Amount secured

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

Amount secured See continuation sheet 1

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

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

Name JPMorgan Chase Bank, N A

Address 1111 Fannin Street, Floor 10

Houston, TX 77002-6925, United States of America

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars See continuation sheets

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature


Signature


X Alex Quig LLP X


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

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 Presenter information	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Matt Verrell 0033351-0002533
Company name	Allen & Overy LLP
Address	One Bishops Square
Post town	London
County/Region	
Postcode	E 1 6 A D
Country	
DX	
Telephone	020 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:
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register
<input checked="" type="checkbox"/> You have included the original deed with this form
<input checked="" type="checkbox"/> You have entered the date the charge was created
<input checked="" type="checkbox"/> You have supplied the description of the instrument
<input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee
<input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge
<input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged
<input checked="" type="checkbox"/> You have signed the form
<input checked="" type="checkbox"/> You have enclosed the correct fee

 Important information
Please note that all information on this form will appear on the public record.

 How to pay
A fee of £13 is payable to Companies House in respect of each mortgage or charge.
Make cheques or postal orders payable to 'Companies House'

 Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
For companies registered in Northern Ireland: The Registrar of Companies, Companies House, 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

4	Amount secured
Amount secured 7	<p data-bbox="311 380 1149 425">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="311 436 1516 571">(a) For the purpose of the Deed only, the Security Provider hereby irrevocably and unconditionally undertakes to pay to the Administrative Agent (as defined below) amounts equal to any amounts owing from time to time <u>by the Security Provider to the Security Agent under any Loan Document (as defined below) as and when those amounts are due</u></p> <p data-bbox="311 582 1516 907">(b) The Security Provider and the Administrative Agent acknowledge that the obligations of the Security Provider under paragraph (a) are several and are separate and independent from, and shall not in any way affect, the corresponding obligations of the Security Provider to the Security Agent under any Loan Document (the Dutch Corresponding Debt), provided that (i) the amounts for which the Security Provider is liable under paragraph (a) (the Dutch Parallel Debt) shall be decreased to the extent that its Dutch Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged, and (ii) the Dutch Corresponding Debt of the Security Provider shall be decreased to the extent that its Dutch Parallel Debt has been irrevocably paid or (in the case of guarantee obligations) discharged, and (iii) the Dutch Parallel Debt of the Security Provider shall not exceed its Dutch Corresponding Debt</p> <p data-bbox="311 929 1516 1153">(c) provided that the Secured Liabilities (as defined below) 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,</p> <p data-bbox="311 1176 718 1220">(together the Secured Liabilities)</p>

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Amount secured

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

Amount secured

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 Security interest The Security Provider agrees to pledge and pledges as a disclosed pledge to the Security Agent all its Shares (as defined below) and Share Rights (as defined below)</p> <p>1.2 General</p> <p>(a) All the security created under the Deed</p> <p>(i) is security for the payment of all the Secured Liabilities, and</p> <p>(ii) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Secured Party (as defined below)</p> <p>(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 the Deed, will continue, to the extent permitted under applicable law, as if the discharge or arrangement had not occurred</p> <p>(c) The Security Agent accepts each pledge created under the Deed</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>2.1 No other Liens The Security Provider may not create or permit to subsist any Lien (as defined below) on any Security Asset (as defined below) (except this Security or any Lien expressly permitted pursuant to Section 7 01 (Liens) of the Credit Agreement)</p> <p>2.2 Other restrictions The Security Provider may not</p> <p>(a) sell, transfer or otherwise dispose of any Security Asset,</p> <p>(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</p> <p>(c) take any action which might jeopardise the existence or enforceability, of any Security Asset or the Security (as defined below),</p> <p>except as expressly allowed, in each case, under the Credit Agreement (as defined below) or under the Deed</p> <p>3. SHARES</p> <p>3.1 Representations – Shares The Security Provider represents to the Security Agent that</p> <p>(a) the Shares are fully paid,</p>	

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Short particulars	<p data-bbox="323 421 1013 452">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"><li data-bbox="443 488 1460 555">(b) the Shares represent the whole of the issued share capital of the Company,<li data-bbox="443 562 1460 629">(c) each of the Shares is capable of being made subject to a pledge as contemplated by the Deed,<li data-bbox="443 636 1460 741">(d) the Shares are transferable in accordance with the terms of the Company's articles of association and not subject to any restriction under Section 2 22(a) (1) of the Dutch Civil Code or otherwise,<li data-bbox="443 748 1460 815">(e) it has no rights to subscribe for shares which have not been exercised as on the date of the Deed,<li data-bbox="443 822 1460 965">(f) there are no holders of depositary receipts of shares in the capital of the Company and there are no holders of the rights conferred by law upon holders of depositary receipts issued with a company's cooperation for shares in its capital,<li data-bbox="443 972 1460 1115">(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 June two thousand and nine, before A J Wiggers, civil law notary in Amsterdam, the Netherlands, and<li data-bbox="443 1122 1460 1265">(h) there is no restriction on the passing of the Voting Rights (as defined below) (except for any restriction applicable as a matter of mandatory law and included in the articles of association of the Company) and there is no ground to suspend the Voting Rights <p data-bbox="347 1272 678 1303">3.2 Changes to rights</p> <p data-bbox="443 1310 1460 1444">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</p> <p data-bbox="347 1451 518 1482">3.3 Calls</p> <ul style="list-style-type: none"><li data-bbox="347 1489 1460 1556">(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 the Deed<li data-bbox="347 1563 1460 1706">(b) If the Security Provider fails to do so, the 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 Security Agent for any payment made by the Security Agent under this paragraph <p data-bbox="347 1713 949 1744">3.4 Other obligations in respect of Shares</p> <ul style="list-style-type: none"><li data-bbox="347 1751 1460 1818">(a) The Security Provider must comply with all conditions and obligations assumed by it in respect of any Shares, Share Rights or Voting Rights<li data-bbox="347 1825 1460 1960">(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 this Security

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3.5 Voting Rights and Share Rights

- (a) Subject to the condition precedent in paragraph (b) below, the Security Provider passes (*toekennen*) the Voting Rights to the Security Agent
- (b) After an Enforcement Event (as defined below) occurs, the Security Agent may deliver a Voting Rights Notice (as defined below) 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 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 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 Security Agent will not have the rights which may be exercised by a person who is the holder of depositary receipts of shares issued with a company's co-operation
- (e) After delivery of a Voting Rights Notice in accordance with the Deed, the 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 issued with a company's co-operation in relation to the Shares
- (f) The 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 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 Security Agent or as it may direct

3.6 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 the Deed and the passing (*overgang*) of the

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Short particulars	<p style="text-align: center;">Voting Rights to the Security Agent under Clause 3 5 (Voting Rights and Share Rights)</p> <p>(b) The management board of the Company has confirmed that there is no person who holds rights conferred by law upon a holder of depositary receipts of shares issued with a company's co-operation</p> <p>(c) The member of the Company's management board has been given the opportunity to advise on the resolution referred to in this Subclause</p> <p>In this MG01:</p> <p>Administrative Agent means JPMorgan Chase Bank, N A</p> <p>Credit Agreement means the second amended and restated credit agreement dated on or about the date of the Deed between (among others) Shield Finance Co S à r l , Shield Bidco Limited as the parent, the Security Provider as the company and the Security Agent as administrative agent and collateral agent</p> <p>Enforcement Event means the occurrence and continuance of an Event of Default (as defined in the Credit Agreement) in respect of which the Security Agent has given notice of its intention to exercise its rights under the Deed</p> <p>Loan Documents means, collectively, (a) the Credit Agreement, (b) the Notes, (c) the Collateral Documents, (d) the Fee Letters, (e) each Letter of Credit Application and (f) any other document designated as a "Loan Document" by the Administrative Agent and Shield Holdco Limited, in each case as amended (each as defined in the Credit Agreement)</p> <p>Lien means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, deemed trust, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease (as defined in the Credit Agreement) having substantially the same economic effect as any of the foregoing)</p> <p>Secured Parties means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Hedge Banks, the Cash Management Banks, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time (each as defined in the Credit Agreement)</p> <p>Security means any security created by the Deed</p>	

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Short particulars	<p>Security Assets means all assets of the Security Provider the subject of this Security</p> <p>Security Period means the period beginning on the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full</p> <p>Share Rights means all rights relating to a Share including</p> <ul style="list-style-type: none">(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, <p>but excluding any Voting Right</p> <p>Share Rights Notice means a notice from the Security Agent to the Security Provider (and with a copy to the Company)</p> <p>Shares means</p> <ul style="list-style-type: none">(a) all issued and outstanding shares in the capital of the Company comprising four thousand two hundred (4,200) registered shares (<i>aandelen op naam</i>) 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 the Deed <p>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</p> <p>Voting Rights Notice means a notice from the Security Agent to the Security Provider (and with a copy to the Company)</p>	



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

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

**COMPANY NO. 2096520
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF PLEDGE OF SHARES
CREATED OUTSIDE OF THE UNITED KINGDOM OVER
PROPERTY SITUATED OUTSIDE OF THE UNITED KINGDOM
DATED 10 MAY 2012 AND CREATED BY SOPHOS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO JPMORGAN CHASE BANK, N.A. UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
30 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2012

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