

MG01

Particulars of a mortgage or charge



230619/13

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 to re-
particulars of a charge for a S
company To do this, please u
form MG01s

WEDNESDAY



LD5 30/05/2012 #86
COMPANIES HOUSE

1 Company details

Company number 0 2 0 9 6 5 2 0

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

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 Date of creation of charge

Date of creation ^d1 ^d1 ^m0 ^m5 ^y2 ^y0 ^y1 ^y2

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 confirmatory security agreement dated 11 May 2012 (the **Confirmatory Security Agreement**) between
the **Company** (the **Chargor**) and JPMorgan Chase Bank, N A (the **Collateral Agent**) relating to a security
agreement dated 10 December 2010 (the **Debenture**) and a confirmatory security agreement dated 30 June
2011 (the **First Confirmatory Security Agreement**) between the **Chargor** and the Royal Bank of Canada
Europe Limited (as original collateral agent)

4 Amount secured

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

Amount secured The amount secured by the Confirmatory Security Agreement is all (a) advances
to, and debts, liabilities, obligations, covenants and duties of, any **Loan Party** (as
defined below) or other **Subsidiary** (as defined below) arising under any Loan
Document (as defined below) or otherwise with respect to any Loan (as defined
below) or Letter of Credit (as defined below), whether direct or indirect (including
those acquired by assumption), absolute or contingent, due or to become due,
now existing or hereafter arising and including interest and fees that accrue after
the commencement by or against any Loan Party or any other Subsidiary of any
proceeding under any Debtor Relief Laws (as defined below) naming such
Person (as defined below) as the debtor in such proceeding, regardless of
whether such interest and fees are allowed claims in such proceeding, (b)
obligations of any Loan Party or any other Subsidiary arising under any Secured
Hedge Agreement (as defined below), and (c) Cash Management Obligations (as
defined below) and including, for the avoidance of doubt, those obligations
arising under, and by operation of, the Amendment Agreement and the Credit
Agreement (the **Obligations**), provided that Obligations shall not include any
obligation which would constitute unlawful financial assistance under UK
Companies Act 2006 (as amended)
Please see continuation sheet

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, TX77002-6925, 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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7 Particulars as to commission, allowance or discount (if any)

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

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

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

Commission, allowance or discount Nil.

8 Delivery of instrument

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

9 Signature

Please sign the form here

Signature

Signature

X Allonkey 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 **United Kingdom**

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:

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

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

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (i) the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit commissions, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party or any other Subsidiary under any Loan Document and (ii) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary	

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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

Sophos Limited (02096520)

Continuation Sheet

1. Fixed charges

The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as security for the payment of all Obligations, has under the Confirmatory Security Agreement, charged in favour of the Collateral Agent (for the benefit of the Secured Parties)

- (a) by way of first legal mortgage, all Maternal Real Property (as defined below) in England and Wales (including that described in Schedule 1 (Real Property) of the Confirmatory Security Agreement) now belonging to it,
- (b) by way of first fixed equitable charge, all other Maternal Real Property now belonging to it and all Maternal Real Property acquired by it in the future, in each case, not effectively charged by Clause 3(a) of the Confirmatory Security Agreement (as described in paragraph 1(a) above), and
- (c) by way of first fixed charge, all its present and future
 - (i) Book Debts (as defined below) (to the extent not effectively assigned under Clause 4 (Assignments) of the Confirmatory Security Agreement (as described in paragraph 2(c) below)),
 - (ii) Bank Accounts (as defined below),
 - (iii) Investments (as defined below) (including the shares described in Schedule 3 (Investments) of the Confirmatory Security Agreement) other than any Excluded Investments (as defined below),
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property (as defined below),
 - (vi) beneficial interest in any pension fund,
 - (vii) Assigned Contracts (as defined below) (to the extent not effectively assigned under Clause 4 (Assignments) of the Confirmatory Security Agreement (as described in paragraph 2(a) below)),
 - (viii) plant and machinery (except that mortgaged or charged by Clause 3(a) or 3(b) of the Confirmatory Security Agreement (as described in paragraph 1(a) and 1(b) above)), and
 - (ix) Insurances (as defined below) and all related proceeds, claims of any kind, returns of premium and other benefits (including that described in Schedule 5 (Insurances) of the Confirmatory Security Agreement) (to the extent not effectively assigned under Clause 4 (Assignments) of the Confirmatory Security Agreement (as described in paragraph 2 below))

2 Assignments

The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as security for the payment of all Obligations, has under the Confirmatory Security Agreement, assigned in favour of the Collateral Agent (for the benefit of the Secured Parties)

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) Assigned Contracts its right, title and interest in and to the Assigned Contracts, including all moneys payable to the Company, and any claims, awards and judgments in favour of, or receivable or received by, the Company under or in connection with or pursuant to the Assigned Contracts,

(b) Insurances its right, title and interest in and to all Insurances and all proceeds (other than in respect of third party Insurances) in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances), and

(c) Book Debts its right, title and interest in and to all Book Debts

3 Floating charge

3 1 Creation

The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as security for the payment of all Obligations, has under the Confirmatory Security Agreement, charged in favour of the Collateral Agent (for the benefit of the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (Fixed Charges) of the Confirmatory Security Agreement (as described in paragraph 1 above))

3 2 Qualifying Floating Charge

(a) The floating Charge (as defined below) created by the Company pursuant to Clause 5 1 (Creation) of the Confirmatory Security Agreement (as described in paragraph 3 1 above) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act (as defined below)

(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the floating Charge created pursuant to Clause 5 1 (Creation) of the Confirmatory Security Agreement (as described in paragraph 3 1 above) and the Collateral Agent may appoint an Administrator (as defined below) of the Company pursuant to that paragraph

3.3 Ranking

The floating Charge created by the Company ranks

(a) behind all the fixed Charges created by the Company, but

(b) in priority to any other Liens (as defined below) over the Charged Assets (as defined below) of the Company except for

(i) Liens ranking in priority in accordance with paragraph (f) of Schedule 1 (Rights of Receivers) of the Confirmatory Security Agreement, and

(ii) Liens permitted under the Credit Agreement (as defined below)

3 4 Conversion by notice

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

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Short particulars

The Collateral Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)

- (a) on or after an Enforcement Event (as defined below), or
- (b) if formal proceedings have commenced to effect any expropriation, attachment, sequestration, distress or execution against any Charged Assets which would give rise to an Event of Default (as defined below) and the Collateral Agent (acting reasonably) considers it necessary to do so in order to protect or preserve the Charges over the relevant Charged Asset

3 5 Automatic conversion

The floating Charge over the relevant Charged Assets shall automatically be converted into a fixed Charge

- (a) immediately prior to any actual expropriation, attachment, sequestration, distress or execution against any Charged Asset which is the subject of any proceedings which would, upon such expropriation, attachment, sequestration, distress or execution occurring give rise to an Event of Default (whether or not the Collateral Agent has served notice pursuant to Clause 5 4(b) (Conversion by notice) of the Confirmatory Security Agreement (as described in paragraph 4 4 above)), or
- (b) immediately upon the Company taking any step to create any Liens in breach of Clause 6 1 (Liens) of the Confirmatory Security Agreement (as described in paragraph 6 below) over any of the Charged Assets not subject to a fixed Charge

4 Excluded Assets

- (a) Unless otherwise expressly agreed in writing by the Company after the date on which it becomes a party to the Confirmatory Security Agreement, there shall be excluded from the Charges created pursuant to Clause 5 of the Confirmatory Security Agreement (as described in paragraph 3 above) and from the operation of any further assurance provisions contained in the Loan Documents
 - (i) assets a pledge thereof or a security interest therein is prohibited by applicable law, rule or regulation,
 - (ii) Equity Interests (as defined below) in any Person other than Wholly-Owned Subsidiaries (as defined below) of the Loan Parties to the extent not permitted by the terms of such Subsidiary's organizational or joint venture documents,
 - (iii) any lease, license or other agreement or any property subject to a purchase money security interest, capital lease obligation or similar arrangements permitted by the Credit Agreement, in each case, to the extent that a pledge thereof or a security interest therein would violate or invalidate such lease, license or agreement, purchase money, capital lease or a similar arrangement permitted by the Credit Agreement, in each case, or create a right of termination in favour of any other party thereto (other than a Loan Party) after giving effect to the applicable anti-assignment provisions of applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under applicable law notwithstanding such prohibition,
 - (iv) those assets as to which the Administrative Agent (as defined below) and Parent (as defined below) reasonably agree in writing that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders (as defined below) of

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the security to be afforded thereby,

- (v) any unregistered Maternal Real Property which, if subject to any such Liens, would be required to be registered under the Land Registration Act 2002 (provided that such Maternal Real Property shall only be excluded for so long as it remains unregistered), and
 - (vi) any Real Property (as defined below) which is not Maternal Real Property
- (b) Unless otherwise expressly agreed in writing by the Company after the date on which it becomes a party to the Confirmatory Security Agreement, there shall be excluded from the Charges created pursuant to Clause 3 (Fixed Charges) and Clause 4 (Assignments) of the Confirmatory Security Agreement (as described in paragraphs 2 and 3 above) and from the operation of any further assurance provisions contained in the Loan Documents all
- (i) Excluded Assets (as defined below), and
 - (ii) any unregistered Maternal Real Property which, if subject to any such Liens, would be required to be registered under the Land Registration Act 2002 (provided that such Maternal Real Property shall only be excluded for so long as it remains unregistered)

5. Negative Pledge

The Company shall not create or permit to subsist any Liens over any Charged Asset except as permitted by the Credit Agreement

6 Disposal

The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sublicense, transfer or otherwise dispose of any Charged Asset to the extent expressly prohibited by the Credit Agreement except, in relation to any Book Debts of the Company, as permitted pursuant to paragraph (b) of Clause 8 (Book Debts) of the Confirmatory Security Agreement

7 Book Debts

Without prejudice and in addition to Clauses 6 1 (Liens), 6 2 (Disposal) and 6 3 (Further assurance) of the Confirmatory Security Agreement (as described in paragraphs 4, 5 and 6 above)

- (a) except for the Charges, the Company shall not create or permit to subsist any Liens save as permitted under the Credit Agreement, in respect of, all or any part of any of its Book Debts, and
- (b) the Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts, save as permitted under the Credit Agreement

8 Rights after enforcement

At any time on or after an Enforcement Event

- (a) the Collateral Agent or the Receiver (as defined below) shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment and receive and retain all dividends, distributions and other monies in respect of such Investments to be applied in such manner as it or he sees fit, and

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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- (b) the Company shall comply or procure the compliance with any directions of the Collateral Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Collateral Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights

9 Creation of Collateral

- (a) All the security interests created under this Confirmatory Security Agreement
- (i) are created in favour of the Collateral Agent,
- (ii) are collateral for the payment, discharge and performance of all the Obligations,
- (iii) are created in case the security interests created by the Original Security Agreement or the First Confirmatory Security Agreement do not secure all of the Obligations (including, in particular, but without limitation, arising under, and by operation of, the Amendment Agreement and the Credit Agreement), and
- (iv) are created in addition to and do not affect the security interests created by the Original Security Agreement and the First Confirmatory Security Agreement
- (b) Where this Confirmatory Security Agreement purports to create a first fixed security interest, that security interest will be a third ranking security interest ranking subject to the equivalent security interests created by the Original Security Agreement and the First Confirmatory Security Agreement until such time as the Collateral created by the Original Security Agreement and the First 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 or the First Confirmatory Security Agreement and the same asset or right is expressed to be assigned again under this Confirmatory Security Agreement, that third 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 or the First Confirmatory Security Agreement ceases to have effect at a time when this Confirmatory Security Agreement still has effect

10. Definitions

In this form MG01

Administrative Agent means JPMorgan Chase Bank, N A ,

Administrator means an administrator appointed under Schedule B1 to the Insolvency Act 1986,

Agents means, collectively, the Administrative Agent, the Collateral Agent, and the Supplemental Administrative Agents (if any),

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

Amendment Agreement means the amendment agreement dated 10 May 2012 between, amongst others, Shield Finance Co S à r l and the Administrative Agent,

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Assigned Contract of the Company means each contract detailed in Schedule 4 (Assigned Contracts) of the Confirmatory Security Agreement (if any), together with any other document which is designated by the Collateral Agent and the Company after the date of the Confirmatory Security Agreement as an Assigned Contract for the purposes of the Confirmatory Security Agreement,

Attorney Costs means and includes all reasonable fees, expenses and disbursements of any law firm or other external legal counsel,

Bank Accounts of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts including the Bank Accounts (if any) listed in Schedule 6 (Bank Accounts) of the Confirmatory Security Agreement,

Book Debts of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Liens, guarantees and indemnities of any kind,

Cash Management Obligations means obligations owed by Shield Holdco Ltd, Shield Bidco Limited or any Restricted Subsidiary (as defined in the Credit Agreement) to any Lender or any Affiliate of a Lender (each as defined in the Credit Agreement) in respect of any overdraft and related liabilities arising from treasury, depository or cash management services or any automated clearing house transfers of funds,

Charged Assets means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

Charges means all or any of the Liens created or expressed to be created by or pursuant to the Confirmatory Security Agreement,

Collateral means all the "Collateral" as defined in any Collateral Document (as defined in the Credit Agreement) or any other assets pledged to the Collateral Agent pursuant to the Collateral Documents (as defined in the Credit Agreement) and shall include the Mortgaged Properties (as defined in the Credit Agreement), but shall exclude the Excluded Assets

Credit Agreement means the credit agreement dated as of 15 June 2010 (as amended and restated as of 13 July 2010 and as further amended and restated as of 10 May 2012) between, among others, Shield Bidco Limited, Shield Holdco Ltd, Shield Finance Co S à r l, the other Loan Parties from time to time party thereto, the Lenders named therein, the Administrative Agent and the Collateral Agent as amended and restated from time to time,

Debtor Relief Laws means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally and any general principles, reservations or qualifications as to matters of law set out in any legal opinion delivered in connection with a Loan Document,

Delegate means a delegate or sub-delegate appointed under Clause 18.2 (Delegation) of the Confirmatory Security Agreement,

Enforcement Event means the occurrence and continuance of an Event of Default in respect of which the Collateral Agent has given notice of its intention to exercise its rights under the Confirmatory Security Agreement,

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Equity Interests means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities),

Event of Default has the meaning given to it in the Credit Agreement,

Excluded Assets has the meaning given to it in the Credit Agreement,

Excluded Investments means Equity Interests of any

- (a) Unrestricted Subsidiary,
- (b) Excluded Subsidiary, and
- (c) Restricted Subsidiary pledged to secure Indebtedness permitted under the Credit Agreement,
(each as defined in the Credit Agreement),

Group means Shield Holdco Ltd and its Subsidiaries,

Insolvency Act means the Insolvency Act 1986,

Insurances of the Company means any contract of insurance now or in the future taken out by or on behalf of a member of the Group or under which it now or in the future has a right to claim,

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how, database rights, domain names, logos, and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Company,

Investments of the Company means

- (a) securities and investments of any kind (including shares, stock, Confirmatory Security Agreements, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest but shall exclude any Cash Equivalents (as defined in the Credit Agreement) held by any member of the Group,

Lender has the meaning specified in the introductory paragraph to the Credit Agreement and, as the

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context requires, includes an L/C Issuer and the Swing Line Lender (each as defined in the Credit Agreement), and their respective successors and assigns as permitted hereunder, each of which is referred to as a Lender,

Letter of Credit means any letter of credit or bank guarantee issued under the Credit Agreement. A Letter of Credit may be a commercial letter of credit or a standby letter of credit,

Liens 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),

Loan means an extension of credit by a Lender to the Borrower under Article II of the Credit Agreement in the form of a Term A Loan, a Term B Loan, a Revolving Credit Loan, an Other Term Loan, and an Other Revolving Credit Loan or a Swing Line Loan (including any Incremental Loans) (each as defined in the Credit Agreement),

Loan Document means, collectively, (a) the Credit Agreement, (b) the Notes, (c) the Collateral Documents, (d) the Fee Letter and (e) each Letter of Credit Application, in each case as amended (each as defined in the Credit Agreement),

Loan Parties means, collectively, (a) the Shield Bidco Limited, (b) Shield Holdco Ltd, (c) Shield Finance Co S à r l and (d) each other Guarantor as defined in the Credit Agreement,

Material Real Property of the Company means all freehold Real Property of the Company with a book value in excess of US\$5,000,000 and each parcel of real property of the Company listed on Schedule 2 (Real Property) of the Confirmatory Security Agreement, subject to the Agreed Security Principles,

Mortgaged Properties has the meaning given to it in the Credit Agreement,

Note means a Term Note or a Revolving Credit Note (each as defined in the Credit Agreement) as the context may require,

Parent means Shield Bidco Limited,

Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority (as defined in the Credit Agreement) or other entity,

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 (as defined in the Credit Agreement) from time to time therein or thereon),

Receiver means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver,

Secured Hedge Agreement means any Swap Contract permitted under Section 7.03(g) of the Credit Agreement that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank (each as defined in the Credit Agreement),

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 coagent or sub-agent appointed by the Administrative Agent from time to time (each as defined in the Credit Agreement),

Subsidiary of a Person means a corporation, partnership, joint venture, limited liability company or other

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business entity of which a majority of the shares or securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Company (as defined in the Credit Agreement),

Supplemental Administrative Agent has the meaning given to it in the Credit Agreement, and

Wholly-Owned means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable law) are owned by such Person and/or by one or more wholly-owned Subsidiaries of such Person



**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. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CONFIRMATORY SECURITY
AGREEMENT DATED 11 MAY 2012 AND CREATED BY SOPHOS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY LOAN PARTY OR OTHER SUBSIDIARY ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE AND ALL MONIES DUE OR TO BECOME DUE
FROM SHIELD HOLDCO LTD, SHIELD BIDCO LIMITED OR ANY
RESTRICTED SUBSIDIARY TO ANY LENDER OR ANY
AFFILIATE OF A LENDER 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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES