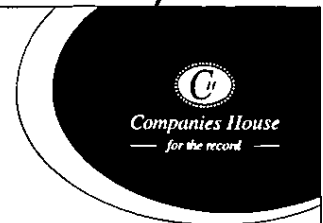


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# MG01

## Particulars of a mortgage or charge



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 for**  
You cannot use  
particulars of a  
company To do  
form MG01s

MONDAY

COMPANIES HOUSE



please  
gov.uk

<b>1 Company details</b>	
Company number	0 4 2 4 9 7 4 8
Company name in full	KASPERSKY LABS LIMITED
For official use	
<b>Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	

<b>2 Date of creation of charge</b>	
Date of creation	3 1 0 1 2 0 1 3

<b>3 Description</b>	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	An equitable charge dated 31 January 2013 between Kaspersky Lab UK Limited and Kaspersky Labs Limited (the "Company") as chargors and ING Bank N V as security agent (the "Security Agent") (such term to include any person for the time being appointed as trustee, or as an additional trustee) for the Secured Parties on the terms stated in the Facility Agreement, granting continuing security over certain accounts opened with the Lenders for the payment of the Secured Obligations (the "English Account Charge")

<b>4 Amount secured</b>	
Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Secured Obligations" means all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity)</p> <p>In accordance with Clause 2 of the English Account Charge, the Company covenants with the Security Agent to discharge each of the Secured Obligations on their due date</p> <p>Unless defined elsewhere in this Form MG01, please see attached Section 6 MG01 continuation pages for the defined terms which are used throughout this Form MG01</p>
<b>Continuation page</b> Please use a continuation page if you need to enter more details	

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Particulars of a mortgage or charge

**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

ING Bank N V

Address

Bijlmerplein 888, Amsterdam

The Netherlands

Postcode

1 1 0 2 M G

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

**1 CREATION OF FIXED CHARGE**

1 1 In Clause 3 of the English Account Charge the Company charges by way of first fixed charge, all of its rights, title and interest from time to time in and to each Deposit

"Deposit" means each credit balance from time to time

(a) on the GBP account with IBAN GB69MIDL40380434336887 (and any renewal or redesignation thereof or substitution therefor) maintained with HSBC Bank plc by the Company, and

(b) on the USD account with IBAN GB42MIDL40051571294808 (and any renewal or redesignation thereof or substitution therefor) maintained with HSBC Bank plc by the Company,

and in each case all rights, benefits and proceeds in respect of the credit balance(s) and such account(s)

1 2 The Company shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Deposit or maintain any other accounts except as previously notified in writing to the Security Agent

1 3 Upon the occurrence of an Event of Default which is continuing the Company shall not be entitled to receive, withdraw or otherwise transfer all or any part of the Deposit

(a) except with the prior written consent of the Security Agent, or

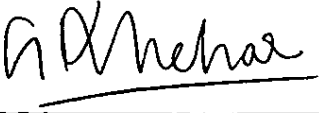
(b) as permitted pursuant to the terms of the Facility Agreement, or

(c) unless there are no remaining Secured Obligations and the Security has been discharged in full by the Security Agent

[Please see the attached continuation pages]

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Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
8	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

## MG01 - continuation page

### Particulars of a mortgage or charge

6

#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.4 Upon the occurrence of an Event of Default which is continuing, the Security Agent shall be entitled, without notice or further demand, immediately to exercise the Collateral Rights and to

- (a) demand and receive all and any monies due under or arising out of each Deposit,
- (b) exercise in relation to each Deposit all such rights as the Company was then entitled to exercise in relation to that Deposit or might, but for the terms of this Agreement, exercise, and
- (c) apply, set-off or transfer any or all of the Deposit in or towards the payment or other satisfaction of the Secured Obligations or any part of them

#### 2 FURTHER ASSURANCE

The English Account Charge contains a covenant for further assurance

Unless defined elsewhere in this Form MG01, please see attached Section 6 MG01 continuation pages for the defined terms which are used throughout this Form MG01

[Please see the attached continuation pages]

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">- DEFINITIONS -</p> <p>"Accession Letter" means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Facility Agreement</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (Changes to the Obligors) of the Facility Agreement or in accordance with the terms of the Russian Guarantee</p> <p>"Arranger" means HSBC Bank plc, ING Bank N V , Raiffeisen Bank International AG and ZAO Raiffeisenbank (whether acting individually or together)</p> <p>"Austrian Account Pledges" means each of (a) the pledge dated on or about the date of the Facility Agreement between the Borrower as pledgor and the Security Agent relating to certain accounts opened with the Lenders, and (b) the pledge dated on or about of the Facility Agreement between the Original English Guarantor as pledgor and the Security Agent relating to certain accounts opened with the Lenders</p> <p>"Borrower" means Kaspersky Labs Limited, a company established under the laws of England and Wales with its registered address at New Bridge Street House, 30-34 New Bridge Street, London, England and with registered number 04249748</p> <p>"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by the Facility Agreement or by law</p> <p>"Coordination Letter" means the letter dated 7 December 2012 between the Coordinator and the Borrower</p> <p>"Coordinator" means ING Bank N V</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"English Share Charge" means the share charge dated on or about the date of the Facility Agreement between Kaspersky Trading and the Security Agent over 50 per cent plus one of the shares in the Original English Guarantor</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 22 (Events of Default) of the Facility Agreement</p> <p>"Existing UBO" means Mr Eugeny Valentinovich Kaspersky, natural person, a citizen of the Russian Federation with passport number 45 10 946960, address Russia, Moscow, ul Fomichevoy 13, apt 69</p> <p>"Facility Agent" means ING Bank N V</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Facility Agreement" means the USD 120,000,000 facility agreement dated 28 January 2013 between, amongst others, Kaspersky Labs Limited as borrower, Kaspersky Lab UK Limited as guarantor, Kaspersky Trading Limited as chargor, the Arranger, the Facility Agent, the Security Agent and the Original Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time)</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Facility Agent and the Borrower or the Security Agent and the Borrower) setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement</p> <p>"Finance Document" means the Facility Agreement, the Coordination Letter, the Security Documents, the Personal Guarantee, the Russian Guarantee, any Fee Letter, any Accession Letter, any Resignation Letter, any Utilisation Request and any other document designated as a "Finance Document" by the Facility Agent and the Borrower</p> <p>"Guarantor" means the Original English Guarantor, the Original Russian Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (Changes to the Obligors) of the Facility Agreement or in accordance with the terms of the Russian Guarantee</p> <p>"Kaspersky Group" means OOO Kaspersky Group, a company established under the laws of the Russian Federation with its registered address at Russian Federation, Moscow, 127550, building 3, 27, Dmitrovskoye shosse and with registered number 1067760490181</p> <p>"Kaspersky Trading" means Kaspersky Lab Trading Limited, a company established under the laws of England and Wales with its registered address at New Bridge Street House, 30-34 New Bridge Street, London, England and with registered number 07886377</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (Changes to the Lenders), which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>"Obligor" means the Borrower, a Guarantor or a Security Provider</p> <p>"Original English Guarantor" means Kaspersky Lab UK Limited</p> <p>"Original Lenders" means the financial institutions listed in Part II and Part III of Schedule 1 (The Original Parties) of the Facility Agreement</p> <p>"Original Russian Guarantor" means Kaspersky Lab ZAO, a company established under the laws of the Russian Federation with its registered address at 10, Geroyev Panfilovtsev str , Moscow 125363, Russia and with registered number 1027739867473</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Party" means a party to the Facility Agreement</p> <p>"Personal Guarantee" means the guarantee dated on or about the date hereof granted by the Existing UBO in favour of the Security Agent</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Facility Agreement</p> <p>"Russian Guarantee" means the guarantee dated on or about the date hereof granted by the Original Russian Guarantor in favour of the Security Agent</p> <p>"Russian Share Pledge" means the share pledge to be entered into between Kaspersky Group and the Security Agent over 50 per cent plus one of the shares in the Original Russian Guarantor</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Provider" means each of Kaspersky Trading and Kaspersky Group</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate, the Facility Agent, each Lender and the Arranger from time to time party to the Facility Agreement</p> <p>"Security Documents" means each of</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (Changes to the Lenders) of the Facility Agreement,</p> <p>(a) the Austrian Account Pledges,</p> <p>(b) the English Account Charge, and</p> <p>(c) the English Share Charge, and</p> <p>(d) the Russian Share Pledge,</p> <p>together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Documents</p> <p>"Utilisation Request" means a notice substantially in the form set out in Part I of Schedule 3 (Requests) of the Facility Agreement</p>	

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## Particulars of a mortgage or charge



### 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 **Stephanie Mitchell**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

**Canary Wharf**

**London**

Post town

County/Region

Postcode **E 1 4 5 J J**

Country

DX

Telephone **020 7006 1000**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)





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

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

**COMPANY NO. 4249748  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN EQUITABLE CHARGE DATED 31  
JANUARY 2013 AND CREATED BY KASPERSKY LABS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
ANY OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT  
WHATSOEVER 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 11 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 FEBRUARY  
2013

DX



**Companies House**



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