

MG01

Particulars of a mortgage or charge



iris
LASERFORM

230617/13

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
register particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



L1A0120P

LD5

30/05/2012

#88

COMPANIES HOUSE

for official use

1

Company details

Company number

0 7 2 2 6 0 6 3

Company name in full

Shield Bidco Limited (the **Pledgor**)

3

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 share pledge agreement dated 11 May 2012 between the Pledgor and JPMorgan Chase Bank,
N A (the **Pledgee**) in the presence of Shield Finance Co S a r L (the **Company**) (the **Pledge
Agreement**)

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

MG01**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 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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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 Allowing W

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 00333351-0002533

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:

- ☒ 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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Amount secured

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

Amount secured

The amount secured by the Pledge 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 and liabilities 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)

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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Particulars of a mortgage or charge

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

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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>1. CREATION OF THE PLEDGE</p> <p>As continuing first ranking security for the due and full payment, discharge and performance of the Obligations, the Pledgor agrees to pledge and hereby pledges its claims, rights, title and interest in the Shares to, and in favour of, the Pledgee, who accepts the Pledge (as defined below)</p> <p>2. PERFECTION OF THE PLEDGE</p> <p>(a) The Pledgor shall cause the Pledge constituted by the Pledge Agreement to be accepted by the Company on the date of execution of the Pledge Agreement and the Company by countersigning the Pledge Agreement accepts the Pledge</p> <p>(b) The Pledgor shall procure the entry (<i>inscription</i>) of the Pledge in the register of the shareholder (<i>registre des actionnaires</i>) of the Company in the name of the Pledgee in accordance with article 5 of the act of 5 August 2005 on financial collateral contracts, as amended (the Collateral Act 2005) and provide to the Pledgee a certified copy of the register of the shareholder of the Company evidencing such registration on the date of execution of the Pledge Agreement</p> <p>(c) The Pledgor and the Company shall arrange for the wording set out hereinafter in relation to the registration of the Pledge to be inserted in the register of shareholder of the Company in accordance with clause 2(b) above</p> <p style="padding-left: 40px;">"All the shares owned from time to time by Shield Bidco Ltd, now and in the future, in Shield FinanceCo S à r l (the Company), and in particular the twenty one thousand five hundred (21,500) shares currently representing the entire share capital of the Company have been pledged in favour of the JPMorgan Chase Bank, N A as Pledgee (as defined in the Share Pledge Agreement) pursuant to a share pledge agreement dated 11 May 2012 (the Share Pledge Agreement) "</p> <p>(d) The Pledgor and the Pledgee hereby grant power of attorney to any manager of the Company, each acting individually, to proceed to the entry (<i>inscription</i>) of the Pledge in the register of the shareholder (<i>registre des actionnaires</i>) of the Company, as described under clause 2(b) above</p> <p>(e) The Pledgor undertakes to reiterate the formalities referred to in sub-clause 2(b) above each time that the security constituted by the Pledge Agreement is extended to further shares or securities of the Company</p>	

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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>3. PRESERVATION OF THE PLEDGE</p> <p>(a) The Pledge shall be a continuing security and shall not be considered as satisfied or discharged or prejudiced or waived or released by any intermediate payment, satisfaction or settlement of any part of the Obligations and shall remain in full force and effect until it has been expressly released by the Pledgee</p> <p>(b) The Pledge shall be cumulative, in addition to and independent of every other security which the Pledgee may at any time hold as security for the Obligations or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or remedy which the Pledgee may now or at any time in the future have in respect of the Obligations</p> <p>(c) The Pledge shall not be prejudiced by any time or indulgence granted to any person, or any abstention or delay by the Pledgee in perfecting or enforcing the Pledge or any security interest or rights or remedies that the Pledgee may now or at any time in the future have from or against the Pledgor or any other person</p> <p>(d) No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any of its rights under the Pledge Agreement shall operate as a waiver or release thereof, nor shall any single or partial exercise of any such right preclude any further or other exercise of that or any other rights</p> <p>(e) Neither the obligations of the Pledgor contained in the Pledge Agreement nor the rights, powers and remedies conferred upon the Pledgee by the Pledge Agreement or by law nor the Pledge created hereby shall be discharged, impaired or otherwise affected by</p> <p>(i) any amendment to, or any variation, waiver or release of, any obligation of the Loan Parties or any other person under the Credit Agreement (as defined below) or any other Loan Document or the Pledge Agreement, or</p> <p>(ii) any failure to take, or to fully take, any security contemplated by any of the Loan Documents or otherwise agreed to be taken in respect of the Loan Parties' obligations under any of the Loan Documents, or</p> <p>(iii) any failure to realise or to fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Loan Parties' obligations under any of the Loan Documents, or</p>	

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Short particulars	<p>(iv) any other act, event or omission which might operate to discharge, impair or otherwise affect any of the obligations of the Pledgor contained in the Pledge Agreement, the rights, powers and remedies conferred upon the Pledgee by the Pledge Agreement, the Pledge or by law</p> <p>(f) The Pledgor hereby waives any rights (if any) arising for it under article 2037 of the Luxembourg (as defined below) civil code or any right it may have of first requiring the Pledgee to proceed against or claim payment from, or to divide any action between and against, any other persons or enforce any guarantee or security before enforcing the Pledge</p> <p>(g) Until the end of the Security Period (as defined below), the Pledgor shall not by virtue of any payment made, security realised or security interest enforced or moneys received hereunder</p> <p>(i) be subrogated to any rights, security, security interests or moneys held, received or receivable by the Pledgee or be entitled to any right of contribution or indemnity, or</p> <p>(ii) claim, rank, prove or vote as a creditor of the Company or its estate in competition with the Pledgee</p> <p>(h) The Pledgor hereby irrevocably waives any right of recourse that it may have, whether by way of subrogation or directly or of any other nature, against the Company and/or any direct or indirect subsidiaries of the Company, as a result of an enforcement of the Pledge by any means whatsoever For the avoidance of doubt this waiver is final and will subsist after all Obligations have been unconditionally and irrevocably paid and discharged in full</p> <p>4. RIGHT TO VOTE AND DIVIDENDS</p> <p>4.1 Right to vote</p> <p>(a) Subject to clause 5 below, the Pledgor shall remain the legal owner of the Shares (as defined below) and, accordingly, the right to take part in the general meetings of the shareholders of the Company and to vote therein shall remain vested in it The Pledgor shall not, without the previous consent in writing of the Pledgee, exercise its voting powers in respect of the Shares in any manner which would adversely affect the security constituted by the Pledge Agreement (including, without limitation, in favour of any change in the terms of the Shares) or would be inconsistent with the terms of any of the Loan Documents</p>	

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(b) The Pledgor shall in addition perform any and all the obligations imposed upon it in its capacity as shareholder of the Company so as to preserve all rights conferred by the Shares</p> <p>(c) Upon the occurrence and during the continuance of an Enforcement Event (as defined below), the Pledgee shall be entitled to elect, by notice sent in writing to the Company and the Pledgor, to exercise the voting rights in relation to the Shares in any manner it deems fit for the purpose of protecting and/or enforcing its rights under the Pledge Agreement (including for the avoidance of doubt any voting rights with respect to resolutions relating to the dismissal, replacement and/or appointment of the managers of the Company) Upon such election by the Pledgee, which shall become effective immediately upon the dispatching of the above notice unless otherwise expressed therein, the Pledgor shall no longer be entitled to exercise any voting rights in relation to the Shares The Pledgor and the Company undertake to inform the Pledgee of any meeting of the shareholders of the Company, as well as of the agenda thereof The Pledgee shall furthermore be entitled to exercise all rights of the Pledgor in relation to the convening and/or holding of meetings of the shareholders or the adoption of shareholder's resolutions in writing or otherwise The Pledgee shall in particular have the right to request the board of managers of the Company to convene a meeting of the shareholders and to request items to be put on or added to the agenda, to convene such meeting itself and/or to propose and adopt resolutions in written form, to the extent permitted under applicable law The Pledgor shall upon the request of the Pledgee issue a written confirmation that the Pledgee is entitled to exercise the above rights in any manner the Pledgee deems fit for the purpose of protecting and/or enforcing its rights under the Pledge Agreement The Pledgor shall do whatever is necessary or useful in order to ensure that the exercise of these rights is facilitated and becomes possible for the Pledgee, including the issuing of a written confirmation or a proxy in any form required under applicable law</p>	
	<p>4.2 Right to dividend</p> <p>(a) Until the occurrence of an Enforcement Event, the Pledgor shall be entitled to receive the dividends and other distributions paid or payable by the Company on all or any of the Shares, unless the payment of such dividends or other distributions is or becomes prohibited by any Loan Document</p> <p>(b) Upon the occurrence and during the continuance of an Enforcement Event, the Pledgee shall be entitled to receive dividends and other distributions paid or payable by the Company on all or any of the Shares and at its sole discretion either to apply any payments so received in and towards payment and discharge of the Obligations, at the Pledgee's discretion, or to hold any such payments received as continuing security for the Obligations To this</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="333 432 1015 461">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="539 490 1445 707">effect, the Pledgor and the Pledgee agree that the Company is hereby directed (and the Company, by countersigning the Pledge Agreement, accepts), if and when an Enforcement Event occurs and is continuing and upon the service by the Pledgee of a default notice to the Company informing the Company of the occurrence of an Enforcement Event and the Pledgor to make direct payment of all such dividends and other distributions to the Pledgee</p> <p data-bbox="349 741 916 770">5. ENFORCEMENT OF THE PLEDGE</p> <p data-bbox="445 804 1445 1021">(a) Upon the occurrence of an Enforcement Event, the Pledgee shall be entitled to enforce the Pledge, provided that the Pledgee gives not less than ten (10) days prior written notice to the Pledgor of its intention to sell or otherwise dispose of any of the Shares, in its absolute discretion and exercise any right under (i) applicable law (including, without limitation, article 11 of the Collateral Act 2005), and/or (ii) the Pledge Agreement and to enforce all or any part of the Pledge in respect of the Shares in any manner it sees fit</p> <p data-bbox="539 1055 1054 1084">The Pledgee shall in particular be entitled to</p> <p data-bbox="539 1117 1445 1207">(i) cause the sale of all or any part of the Shares on a stock exchange determined by the Pledgee or by way of a public auction in a place and manner determined by the Pledgee, or</p> <p data-bbox="539 1240 1445 1330">(ii) request the Luxembourg courts that title to the Shares be assigned to the Pledgee in payment of outstanding amounts under the Obligations upon expert's determination, or</p> <p data-bbox="539 1364 1445 1778">(iii) to appropriate the Shares at the market value as determined by an independent auditor (<i>réviseur d'entreprises</i>) designated by the Pledgee on the basis of such available elements and facts as deemed relevant by the auditor. The Pledgee may, at its sole discretion, determine the date on which the appropriation becomes effective, including a date before the valuation has been completed. The Pledgee can further determine, at its sole discretion, that the right to appropriate all or part of the Shares be transferred or allocated to an entity other than the Pledgee (including a special purpose vehicle), it being understood that an appropriation of all or part of the Shares by such other entity shall be deemed to have the same effects under the Loan Documents as if the Pledgee had proceeded with such appropriation, or</p> <p data-bbox="539 1812 1445 1868">(iv) sell or cause the Shares to be sold in a private transaction at normal commercial terms (<i>conditions commerciales normales</i>), and</p>

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Particulars of a mortgage or charge

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Short particulars	<p data-bbox="331 432 1011 459">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="539 488 1460 584">(v) act generally in relation to the Shares in such manner as the Pledgee acting reasonably shall determine, to the widest extent permitted by applicable law</p> <p data-bbox="443 613 1460 835">(b) The Pledgee shall have the right to request enforcement of all or part of the Shares in its discretion. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect the Pledge as it then shall be (and in particular those Shares which have not been subject to enforcement). The Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.</p> <p data-bbox="347 864 528 891">In this MG01:</p> <p data-bbox="443 925 1460 1081">Cash Management Obligations means obligations owed by Shield Holdco Ltd, the Company 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</p> <p data-bbox="443 1113 1460 1364">Credit Agreement means the second amended and restated credit agreement dated as of 15 June 2010, as amended and restated as of 13 July 2010, as further amended on 9 September 2010 and 4 May 2011, as supplemented by an incremental amendment agreement dated 30 June 2011, as amended and restated as of 13 July 2010 and as further amended and restated as of 10 May 2012 between, among others, Shield Holdco Ltd, the Pledgor, the Company, Sophos Limited and JPMorgan Chase Bank, N A as Administrative Agent (as defined in the Credit Agreement)</p> <p data-bbox="443 1395 1460 1610">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</p> <p data-bbox="443 1641 1460 1738">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 hereunder</p> <p data-bbox="443 1769 1460 1865">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</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>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).</p> <p>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)</p> <p>Loan Parties means, collectively, (a) the Pledgor, (b) Shield Holdco Ltd, (c) Shield Finance Co S à r l and (d) each other Guarantor as defined in the Credit Agreement</p> <p>Luxembourg means the Grand Duchy of Luxembourg</p> <p>Pledge means the security interest (pledge - gage) over the Shares created and constituted by, and in accordance with, the Pledge Agreement</p> <p>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)</p> <p>Security Period means the period beginning on the date of the Pledge Agreement and ending on the earlier of</p> <ul style="list-style-type: none"> (a) the termination of the Aggregate Commitments (as defined in the Credit Agreement) and payment in full of all Obligations (other than (x) obligations under Secured Hedge Agreements not yet due and payable, (y) Cash Management Obligations not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable), and the expiration or termination of all Letters of Credit (including as a result of obtaining the consent of the applicable L/C Issuer pursuant to Section 10 01 (<i>Amendments, Etc</i>) of the Credit Agreement), (b) only with respect to the Shares sold or transferred as described in this paragraph b), any sale or other transfer by the Pledgor of any Share that is permitted under the Credit Agreement or any other Loan Document to any Person (as defined in the Credit Agreement) other than any other Loan Party, (c) the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral (as defined in the Credit Agreement) pursuant to Section 10 01 (<i>Amendments, Etc</i>), Section 9 12(a)(iii) or 9 12(b) (<i>Collateral and Guaranty Matters</i>) of the Credit Agreement,

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>(d) upon the release of the Pledgor from its obligations under the Guaranty (as defined in the Credit Agreement) pursuant to Section 4 16 (<i>Termination or Release</i>) of the Guaranty,</p> <p>(e) the granting of a security interest in the Shares to another Person by the Pledgor pursuant to Section 7 01(1) of the Credit Agreement, upon which the security interest granted to or held by the Pledgee in the Shares shall be released or subordinated to such security interest granted to such Person, or</p> <p>(f) with respect to all Shares owned by the Pledgor, the Pledgor ceasing to be a Restricted Subsidiary or a Material Subsidiary (each as defined in the Credit Agreement) pursuant to the terms of the Credit Agreement</p> <p>Shares means the twenty on thousand five hundred (21,500) shares (<i>parts sociales</i>) with a par value of one United States Dollar (USD) each in the Company representing the entire issued, fully paid-up and subscribed share capital of the Company as well as all securities acquired or offered in substitution or in addition to such shares including those which may be subscribed by the Pledgor in the case of an increase of the share capital of the Company, following exchange, merger, consolidation, division, issue of stock dividend, subscription for cash or otherwise and, generally, all such stock and shares in the capital of the Company now or at any time hereafter owned by the Pledgor and, except as otherwise provided in the Pledge Agreement, the dividends or interest thereon, redemption distribution, bonus, preference, option rights or otherwise to or in respect of any of the Shares</p> <p>Subsidiary of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of 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</p>



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7226063

CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 11 MAY 2012 AND CREATED BY SHIELD BIDCO
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, THE COMPANY 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



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES