



Registration of a Charge

Company Name: **TOTAL SECURITY LIMITED**

Company Number: **10161957**



XCXRPZJD

Received for filing in Electronic Format on the: **27/02/2024**

Details of Charge

Date of creation: **23/02/2024**

Charge code: **1016 1957 0009**

Persons entitled: **BLUE TORCH FINANCE, LLC**

Brief description: **THE INSTRUMENT INCLUDES FIXED SECURITY OVER LAND AS DESCRIBED IN CLAUSE 3.1 AND CLAUSE 3.2 OF THE INSTRUMENT. THE INSTRUMENT INCLUDES FIXED SECURITY OVER INTELLECTUAL PROPERTY AS DESCRIBED IN CLAUSE 3.10 OF THE INSTRUMENT. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ORRICK, HERRINGTON & SUTCLIFFE (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10161957

Charge code: 1016 1957 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2024 and created by TOTAL SECURITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2024 .

Given at Companies House, Cardiff on 1st March 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

We hereby certify this, save for material redacted pursuant to section 859G of the Companies Act 2006, to be a true copy of the original.

Orrick, Herrington & Sutcliffe (UK) LLP

Orrick, Herrington & Sutcliffe (UK) LLP
Date 27/02/2024

DATED 23 February 2024

**(1) THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS**

AND

**(2) BLUE TORCH FINANCE, LLC
AS ADMINISTRATIVE AGENT**

SUPPLEMENTAL DEBENTURE



TABLE OF CONTENTS

Clause		Page
1.	DEFINITIONS & INTERPRETATION.....	1
2.	COVENANT TO PAY	2
3.	GRANT OF SECURITY	2
4.	NEGATIVE PLEDGE.....	6
5.	RESTRICTIONS ON DISPOSALS.....	6
6.	FURTHER ASSURANCE.....	6
7.	DESIGNATION.....	7
8.	INCORPORATION OF TERMS FROM THE DEBENTURE.....	7
9.	THE DEBENTURE	7
10.	ACKNOWLEDGEMENT BY THE ADMINISTRATIVE AGENT.....	7
11.	COUNTERPARTS	7
12.	GOVERNING LAW.....	8
13.	JURISDICTION	8

THIS DEED is dated 23 February 2024 and made **BETWEEN**:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"); and
 - (2) **BLUE TORCH FINANCE, LLC**, a Delaware Limited liability company, as administrative agent under and pursuant to the terms of the Amended and Restated Credit Agreement (as defined below) and as collateral agent for each of the Secured Parties on the terms and conditions set out in this Deed (the "**Administrative Agent**"),
- each a "**Party**" and together, the "**Parties**".

RECITALS

- (A) This Deed is supplemental to the debenture dated 30 November 2023 (the "**Debenture**") between each Chargor and the Administrative Agent.
- (B) Each Chargor and the Administrative Agent are, amongst others, party to the Amended and Restated Credit Agreement (as defined below), which amends and restates the Credit Agreement.
- (C) The amendments made pursuant to the Amended and Restated Credit Agreement include, without limitation, the issuance of certain notes to the Holders (as defined therein) evidencing the extensions of credit by the Holders previously represented by the existing Loans.
- (D) Each Chargor and the Administrative Agent intend this document to take effect as a deed.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

- 1.1** Unless otherwise defined in this Deed or the context otherwise requires, words or expressions defined in the Debenture shall have the same meaning when used in this Deed.
- 1.2** References in the Debenture to the Credit Agreement shall be taken as references to the Amended and Restated Credit Agreement (as defined below).
- 1.3** In addition, in this Deed:

"**Amended and Restated Credit Agreement**" means the financing agreement originally dated 30 November 2023 between, among others, each Chargor and the Administrative Agent, as amended and restated on or about the date of this Deed (and as further amended, restated, supplemented and/or otherwise modified from time to time).

1.4 Construction

The provisions of clauses 1.2 (*Interpretation*) to 1.12 (*Declaration of Trust*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those

clauses to the "Debenture" and "this Deed" and other similar expressions were references to this Deed.

1.5 Limitations

Where this Deed purports to:

- (a) create first ranking fixed Security, that Security will be subject to the prior ranking equivalent Security created by the Debenture; and
- (b) assign and/or agree to assign by way of security any rights, claims, title and/or interest (whether legal or beneficial), such assignment shall be subject to any equivalent assignment by way of security under the Debenture,

in each case, until such time as the Security created by the Debenture ceases to have effect.

2. COVENANT TO PAY

- (a) Each Chargor covenants with the Administrative Agent that it shall, on demand of the Administrative Agent, pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Loan Documents pursuant to which such Secured Liabilities arise and indemnify the Administrative Agent and each of the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.
- (b) The covenants contained in this Clause 2.1 and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or Security to be unlawful or prohibited by any applicable law.

3. GRANT OF SECURITY

3.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage in favour of the Administrative Agent as trustee for the Secured Parties, its Mortgaged Property.

3.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage of Real Property*)), by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to all of its Real Property and all Related Rights.

3.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

3.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

3.5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Relevant Contracts), each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights.

3.6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to its Monetary Claims and all Related Rights (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed) and all Related Rights (to the extent not already charged under this Clause 3.6 (*Fixed charge over Monetary Claims*)).

3.7 Fixed charge over Charged Investments

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to its Charged Investments and all dividends, interest and other monies payable in respect of those Charged Investments and all dividends, interest and other monies payable in respect of those Charged Investments (including the Shares) and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

3.8 [Reserved]

3.9 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor.

3.10 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest from time to time in and to any Intellectual Property and Related Rights of that Chargor.

3.11 Assignment of Relevant Contracts

Each Chargor assigns and agrees to assign absolutely to the Administrative Agent as trustee for the Secured Parties, all of its rights, claims, title and interest (whether legal or beneficial) from time to time in and to each Relevant Contract and any other agreement to which it is party (together with all Related Rights) to the extent that it is not subject to a mortgage or a fixed charge under this Clause 4 (*Fixed Charge*).

3.12 Assignment of the proceeds of Insurance Policies

Each Chargor assigns and agrees to assign as security to the Administrative Agent as trustee for the Secured Parties, all of its rights, claims, title and interest (whether legal or beneficial) from time to time in and to the proceeds of each Insurance Policy of that Chargor (together with all Related Rights) to the extent that it is not subject to a mortgage or a fixed charge under this Clause 4 (*Fixed Charge*).

3.13 Excluded Asset

There shall be excluded from the Security created by Clause 3.1 (*Mortgage of Real Property*) to 3.12 (*Assignment of the proceeds of Insurance Policies*) any Excluded Assets; provided that if an asset constitutes an Excluded Asset due to a prohibition against the granting of Security in respect of such asset (a) each Chargor shall promptly notify the Administrative Agent of the same and the reasons thereof; (b) hold the benefit of the same on trust for the Administrative Agent as security for the payment and discharge of the Secured Liabilities; (c) use its reasonable endeavours to remove any obstacle, obtain any consent or waiver, satisfy any condition and/or remove any impediment or prohibition to enable it to create Fixed Security over such Excluded Assets; and (d) immediately upon removing the relevant obstacle and/or receipt of the relevant required consent or waiver satisfying the relevant condition or removal of any such impediment or prohibition, and with no further action required by any party, the relevant property, asset or undertaking excluded pursuant to this Clause 3.13 (*Excluded Asset*) shall stand charged to the Administrative Agent under Clause 4 (*Fixed Charge*) and no longer, for the avoidance of doubt, be an "Excluded Asset" or otherwise subject to this Clause 3.13 (*Excluded Assets*).

3.14 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Administrative Agent as trustee for the Secured Parties all present and future assets and undertaking of that Chargor.
- (b) The floating charge created pursuant to Clause 5.1(a) (Floating charge) shall be deferred in point of priority to all Fixed Security validly and effectively created by

that Chargor under the Loan Documents in favour of the Administrative Agent as security for the payment and discharge of the Secured Liabilities.

- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

3.15 Conversion by notice

The Administrative Agent may at any time, by written notice to a Chargor, convert the floating charge created pursuant to this Deed with immediate effect into a fixed charge as regards all or any of the assets of a Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Administrative Agent considers that any Secured Assets to be in danger or in jeopardy of being seized or sold under any form of legal process;
- (c) the Administrative Agent considers that it is necessary to protect the priority of the Security; or
- (d) any Chargor requests the Administrative Agent to exercise any of its powers under this Deed.

3.16 Automatic conversion

Notwithstanding Clause 3.15 (*Conversion by notice*) and without prejudice to any law which may have a similar effect, the floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert (without notice) with immediate effect into a fixed charge as regards all assets subject to it if:

- (a) except as permitted by the Loan Documents, any Chargor creates or attempts to create any Security over any of the Secured Assets or attempts to sell, lease, transfer or otherwise dispose of any Secured Assets;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;
- (c) any person presents an application to the court for the making of an administration order in relation to a Chargor or gives written notice of its intention to appoint an administrator of a Chargor or the filing of such notice with the court;
- (d) a Receiver is appointed over all or any of the Secured Assets;
- (e) a meeting is convened to consider the passing of a resolution for the voluntary winding-up of any Chargor;
- (f) a petition is presented for the compulsory winding-up of any Chargor;

- (g) a liquidator is appointed to any Chargor; or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any jurisdiction.

this Deed, shall (unless the Administrative Agent confirms otherwise to each Chargor in writing) be charged to the Administrative Agent by way of first fixed charge.

4. NEGATIVE PLEDGE

No Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Secured Assets except as otherwise permitted by the Amended and Restated Credit Agreement.

5. RESTRICTIONS ON DISPOSALS

No Chargor shall at any time during the Security Period enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets except as otherwise permitted by the Amended and Restated Credit Agreement.

6. FURTHER ASSURANCE

- (a) Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions and making all filings and registrations) as the Administrative Agent may specify (and in such form as the Administrative Agent may require) in favour of the Administrative Agent or its nominee(s):
 - (i) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Administrative Agent provided by or pursuant to this Deed or by law; and/or
 - (ii) to, when and for so long as the Security constituted by this Deed is enforceable in accordance with Clause 19 (*Enforcement of Security*) facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- (b) Any document required to be executed by a Chargor under this Clause 6 will be prepared at the cost of that Chargor.

7. DESIGNATION

This Deed is designated as a Loan Document and a Security Document.

8. INCORPORATION OF TERMS FROM THE DEBENTURE

8.1 The provisions of clause 2.2 (*Default Interest*), clause 3 (*Charging Provisions*), clause 6 (*General Security Provisions*), clause 7 (*Perfection of Security*), clause 11 (*Representations*) to clause 32 (*Release of Security*) (inclusive), the provisions of schedule 2 (*Mortgaged Property*) to schedule 10 (*Form of Notice of Assignment of Insurance Policy*) (inclusive) of the Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to "this Debenture" or "this Deed" and other similar expressions were a reference to this Deed.

8.2 Any representations and warranties made in the Debenture and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on that date and, if deemed to be repeated after the date of this Deed shall be made or deemed to be repeated by reference to the facts and circumstances existing at the date the representation or warranty is made or deemed to be repeated.

9. THE DEBENTURE

9.1 The Debenture shall remain in full force and effect as supplemented by this Deed.

9.2 To the extent that any title document, share certificate or related document thereto which is required to be delivered to the Administrative Agent or to a third party on the instructions of the Administrative Agent under this Deed has already been delivered to the Administrative Agent or the relevant third party pursuant to the terms of the Debenture, each Chargor shall not be required to deliver the same hereunder.

10. ACKNOWLEDGEMENT BY THE ADMINISTRATIVE AGENT

The Administrative Agent acknowledges and confirms that the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under the Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by each Chargor under this Deed.

11. COUNTERPARTS

11.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

11.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by email (in PDF, or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

11.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

12. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

13. JURISDICTION

13.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed ("Dispute").

13.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no Party will argue to the contrary.

13.3 Notwithstanding Clause 13.1 (*Jurisdiction*), the Administrative Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts having jurisdiction. To the extent allowed by applicable law, the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date given at the beginning of this Deed.

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number	Notice address
JDI Antarctica Sub Limited	England & Wales	15223886	16-18 Barnes Wallis Road Segensworth, Fareham, Hampshire PO15 5TT United Kingdom Attention Christopher Phillips Email: [REDACTED]
JDI Antarctica Sub II Limited	England & Wales	15229388	16-18 Barnes Wallis Road Segensworth, Fareham, Hampshire PO15 5TT United Kingdom Attention Christopher Phillips Email: [REDACTED]
Total Security Limited	England & Wales	10161957	16-18 Barnes Wallis Road Segensworth, Fareham, Hampshire PO15 5TT United Kingdom Attention Christopher Phillips Email: [REDACTED]
Host Plus Limited	England & Wales	12823147	Larch House Parklands Business Park Denmead, Hampshire PO7 6XP United Kingdom Attention Christopher Phillips Email: [REDACTED]
Protected Antivirus Limited	England & Wales	11173270	Larch House Parklands Business Park Denmead, Hampshire PO7 6XP United Kingdom Attention Christopher Phillips Email: [REDACTED]
Scanguard Antivirus Limited	England & Wales	11173771	Larch House Parklands Business Park Denmead, Hampshire PO7 6XP United Kingdom Attention Christopher Phillips Email: [REDACTED]

TotalAV Antivirus Limited	England & Wales	11173677	Larch House Parklands Business Park Denmead, Hampshire PO7 6XP United Kingdom Attention Christopher Phillips Email: [REDACTED]
PC Protect Antivirus Limited	England & Wales	11173939	Larch House Parklands Business Park Denmead, Hampshire PO7 6XP United Kingdom Attention Christopher Phillips Email: [REDACTED]
We Optimize Limited	England & Wales	14162466	Larch House Parklands Business Park Denmead, Hampshire PO7 6XP United Kingdom Attention Christopher Phillips Email: [REDACTED]

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTION PAGES

CHARGORS

EXECUTED as a **DEED** by)
JDI ANTARTICA SUB LIMITED)
acting by)
Christopher Phillips a director,)

in the presence of:
Witness signature:
Name: **Katherine Taylor**
Address:
.....
.....

Occupation: **EA**

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
JDI ANTARTICA SUB II LIMITED)
acting by)
Christopher Phillips a director,)
in the presence of:
Witness signature:
Name: **Katherine Taylor**
Address:
.....
.....
Occupation: **EA**

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
TOTAL SECURITY LIMITED)
acting by)

Christopher Phillips a director,)
in the presence of:
Witness signature:
Name: Katherine Taylor
Address:
.....
.....
Occupation: EA

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
HOST PLUS LIMITED)
acting by)
Christopher Phillips a director,)
in the presence of:
Witness signature:
Name: Katherine Taylor
Address:
.....
.....
Occupation: EA

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
PROTECTED ANTIVIRUS LIMITED)
acting by)
Christopher Phillips a director,)
in the presence of:
Witness signature:
Name: **Katherine Taylor**
Address:
.....
.....
Occupation: **EA**

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
SCANGUARD ANTIVIRUS LIMITED)
acting by)
Christopher Phillips a director,)
in the presence of:
Witness signature:
Name: **Katherine Taylor**
Address:
.....
.....
Occupation: **EA**

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
TOTALAV ANTIVIRUS LIMITED)
acting by)
Christopher Phillips a director,)
in the presence of:
Witness signature:
Name: **Katherine Taylor**
Address:
.....
.....
Occupation: **EA**

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
PC PROTECT ANTIVIRUS LIMITED)
acting by)

Christopher Phillips a director,)
in the presence of:)
Witness signature:)
Name: Katherine Taylor)
Address:)
.....
.....
Occupation: EA)

Redacted in accordance with s859G
of the Companies Act 2006.

Redacted in accordance with s859G
of the Companies Act 2006.

EXECUTED as a **DEED** by)
WE OPTIMIZE LIMITED)
acting by)
Christopher Phillips a director,)
in the presence of:)
Witness signature:)
Name:) **Katherine Taylor**
Address:)
.....
.....

Occupation:) **EA**
.....
THE ADMINISTRATIVE AGENT

EXECUTED as a **DEED** by)
BLUE TORCH FINANCE, LLC)
acting by)
....., who in)
accordance with the laws of the relevant)
territory, is acting under the authority of)
the company)

EXECUTED as a **DEED** by)
WE OPTIMIZE LIMITED)
acting by)

_____ a director,)
in the presence of:
Witness signature:
Name:
Address:
.....
Occupation:

THE ADMINISTRATIVE AGENT

EXECUTED as a **DEED** by)
BLUE TORCH FINANCE, LLC)
acting by)
Kevin Genda)
_____, who in)
accordance with the laws of the relevant)
territory, is acting under the authority of)
the company)



Redacted in accordance with s859G
of the Companies Act 2006.