In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

110948/13

IRIS Laserform

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online Please go to www companieshouse gov uk

✓ **What this form is for** You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for** You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registra** **21 days** beginning with the day after the date of creation o delivered outside of the 21 days it will be rejected unless it court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with th scanned and placed on the public record

THURSDAY

L36ZXN6G
LD3 01/05/2014 #60
COMPANIES HOUSE

For official use 2

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 4 2 4 9 7 4 8
Company name in full	Kaspersky Labs Limited
	(the "**Chargor**")

2 Charge creation date

Charge creation date	d2 d3 m0 m4 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	ING Bank N.V. as security agent for the Secured
	Parties (the "**Security Agent**")
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

N/A

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[✓] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

[✓] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

[✓] **No**

MR01
Particulars of a charge

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Laura Smallcombe 58-40539030

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4249748

Charge code: 0424 9748 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd April 2014 and created by KASPERSKY LABS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2014

Given at Companies House, Cardiff on 6th May 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

CLIFFORD
CHANCE

CLIFFORD CHANCE CIS LIMITED

EXECUTION VERSION

DATED 23 APRIL 2014

KASPERSKY LABS LIMITED

AND

KASPERSKY LAB UK LIMITED

IN FAVOUR OF

ING BANK N V
AS SECURITY AGENT

SUPPLEMENTAL DEED OF CHARGE EXECUTED IN CONNECTION WITH THE AMENDMENT AND RESTATEMENT OF A TERM FACILITY AGREEMENT DATED 28 JANUARY 2013

SUPPLEMENTAL TO A DEED OF CHARGE DATED 31 JANUARY 2013

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

Signed: Clifford Chance Date: 28 April 2014

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Contents

THIS SUPPLEMENTAL DEED OF CHARGE (the "**Supplemental Charge**") is made by way of deed on 23 April 2014

BY

(1) **KASPERSKY LABS LIMITED** registered in England and Wales with company number 04249748 ("**Kaspersky Labs**"), and

(2) **KASPERSKY LAB UK LIMITED** registered in England and Wales with company number 03654151 ("**Kaspersky UK**"), in favour of

(3) **ING BANK N.V.** as security agent for the Secured Parties on the terms and conditions set out in the Amended Facility Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Amended Facility Agreement)

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1 1 Definitions

In this Supplemental Charge

"**Amended Facility Agreement**" means the Original Facility Agreement as amended and restated by the Amendment and Restatement Agreement

"**Amended Secured Obligations**" means the Secured Obligations as defined in the Original Security Document and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of the Amendment and Restatement Agreement

"**Amendment and Restatement Agreement**" means the amendment and restatement agreement dated on or about 11 April 2014 relating to the Original Facility Agreement between, among others, Kaspersky Labs as borrower and ING Bank N V as facility agent

"**Chargor**" means each of Kaspersky UK and Kaspersky Labs

"**Original Security Document**" means the account charge dated 31 January 2013 between the Chargors and ING Bank N V as security agent

"**Original Facility Agreement**" means the facility agreement dated 28 January 2013 between, among others, Kaspersky Labs as borrower and ING Bank N V as facility agent as amended from time to time before the Effective Date of the Amendment and Restatement Agreement

"**Original Security**" means the Security created under the Original Security Document

1 2 **Terms defined in other Finance Documents**

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Security Document, the Amendment and Restatement Agreement or the Amended Facility Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge.

1.3 **Construction**

1 3 1 The rules of construction set out in clause 1.3 (*Construction*) of the Original Security Document shall apply to the construction of this Supplemental Charge.

1 3 2 In this Supplemental Charge any reference to the "**Security Agent**", a "**Chargor**", the "**Facility Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests

1 3 3 From the Effective Date the Original Security Document shall be read and construed as one document with this Supplemental Charge.

1 3 4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge.

1 4 **Third Party Rights**

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge

2 **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each Chargor confirms for the benefit of the Finance Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 4 (*Restatement*) of the Amendment and Restatement Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement).

3. **SUPPLEMENTAL SECURITY**

3 1 **Fixed Charges**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each Deposit.

4 NOTICE OF CHARGE

Each Chargor shall on the date hereof deliver to the Security Agent (or procure the delivery of) a Notice of Charge in relation to each Deposit duly executed by, or on behalf of, each Chargor and each Chargor shall use all reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Deposit is opened or maintained, an acknowledgement in the form set out in such Notice of Charge.

5. MISCELLANEOUS

5.1 Incorporation of terms

The provisions of Clauses 2 (*Covenant to Pay*), 3 2 (*Release*), 7 2 (*Undertakings*), 8 (*Further Assurance*), 9 (*Power of Attorney*), 10 (*Security Enforcement*), 11.1 (*Appointment and removal*), 11.4 (*Powers of Receivers*), 11.6 (*Protection of purchasers*), 11.7 (*Discretions*), 12 (*Effectiveness of Collateral*), 12.5 (*Implied Covenants for Title*), 13 (*Expenses, Stamp Taxes, Indemnity*), 13 6 (*Payments free of Deduction*) 14 (*Application of Proceeds*), 15 (*Other Security Interests*), 17 (*Assignment*) and 19 (*Enforcement*) of the Original Security Document are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to.

5 1 1 the "**Facility Agreement**" are references to the "Amended Facility Agreement",

5 1 2 the "**Secured Obligations**" are references to the "Amended Secured Obligations"; and

5 1 3 "**this Agreement**" are references to this Supplemental Charge.

5.2 Original Security Document

Except insofar as supplemented and amended by this Supplemental Charge, the Original Security Document shall remain in full force and effect

5.3 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge

5 4 Counterparts

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Charge

6 GOVERNING LAW

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

THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by each Chargor and is delivered by it on the date specified above.

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

Chargor

EXECUTED as a **DEED** by)
KASPERSKY LABS LIMITED)
)
in the presence of.)

[redacted] Director

Eugeny Kaspersky Name of Director

[redacted] Director/Secretary

Andrey Tikhonov Name of Director/Secretary

[redacted]

[redacted]

EXECUTED as a **DEED** by)
KASPERSKY LAB UK LIMITED)
)
in the presence of:)

[redacted] . . Director

Eugeny Kaspersky . . Name of Director

. ... [redacted] . . Witness

Andrey Tikhonov . Name of Witness

[redacted]

[redacted]

The Security Agent

SIGNED for and on behalf of
ING BANK N.V.

By [redacted]

L. Brun

[redacted]

G.B. Schinning

[redacted]

[redacted]