



**Registration of a Charge**

Company Name: **FINASTRA HOLDINGS LIMITED**

Company Number: **00874912**



XCCH3ERF

Received for filing in Electronic Format on the: **20/09/2023**

**Details of Charge**

Date of creation: **13/09/2023**

Charge code: **0087 4912 0015**

Persons entitled: **BLUE OWL CAPITAL CORPORATION, AS INTERNATIONAL SECURITY AGENT**

Brief description:

**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: **DAVIS POLK & WARDWELL LONDON LLP**



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

Company number: 874912

Charge code: 0087 4912 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2023 and created by FINASTRA HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2023 .

Given at Companies House, Cardiff on 22nd September 2023

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**

Dated 13 September 2023

**DEBENTURE**

Between:

**MISYS INTERNATIONAL LIMITED  
FINASTRA GROUP HOLDINGS LIMITED  
FINASTRA HOLDINGS LIMITED  
FINASTRA UK LIMITED**  
(as Initial Chargors)

and

**BLUE OWL CAPITAL CORPORATION**  
(as International Security Agent)

**This Deed is entered into subject to the terms of the Intercreditor Agreement dated on or around the date of this Deed**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

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**THIS DEED** is made on 13 September 2023.

**BETWEEN:**

- (1) **THE ENTITIES** listed in Schedule 1 (*Initial Chargors*) as initial chargors (the "**Initial Chargors**"); and
- (2) **BLUE OWL CAPITAL CORPORATION** as security trustee for itself and the other Secured Parties (the "**International Security Agent**").

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

**"Additional Chargor"** means any person which becomes a party to this Deed by executing a Security Accession Deed and grants Security over those of its assets as specified in such Security Accession Deed.

**"Bank Account"** means any current, deposit or other account opened or maintained by a Chargor in England and Wales from time to time and which is not an Excluded Account, including the debt or debts represented thereby and all Related Rights.

**"Charged Property"** means all the assets and undertakings which from time to time are mortgaged, charged or assigned to or subject to the Security created or expressed to be created in favour of the International Security Agent by or pursuant to this Deed and any Security Accession Deeds.

**"Chargor"** means each Initial Chargor and any Additional Chargor.

**"Chargors' Agent"** means Misys International Limited.

**"Collateral"** has the meaning given in the Credit Agreement.

**"Credit Agreement"** means the New York law governed credit agreement originally dated on or around the date of this Deed, between, among others, Holdings and the International Security Agent as administrative and collateral agent.

**"Credit Party"** has the meaning given in the Credit Agreement.

**"Declared Default"** means (i) a "Declared Default" as defined in the Credit Agreement and (ii) any equivalent provision of any Additional First Lien Credit Agreement or Second Lien Credit Agreement (each as defined in the Intercreditor Agreement).

**"Debt Document"** has the meaning given in the Intercreditor Agreement.

**"Event of Default"** means (i) an "Event of Default" as defined in the Credit Agreement and (ii) any equivalent provision of any Additional First Lien Credit Agreement or Second Lien Credit Agreement (each as defined in the Intercreditor Agreement).

**"Excluded Account"** means any account:

- (a) in which securities or other non-cash assets are or become held or are to be held;
- (b) which is or becomes subject to any cash pooling arrangement;

- (c) which is designated at any time as a collections, restricted or similar account in respect of any factoring, invoice discounting, securitisation, receivables financing or other financing arrangement;
- (d) which is designated at any time as a cash collateral or similar account in respect of any indebtedness; or
- (e) over which a Permitted Lien (as defined in the Credit Agreement) is granted in connection with any Permitted Indebtedness (as defined in the Credit Agreement), other than Permitted Indebtedness constituting Secured Obligations,

in each case, to the extent that such action, arrangement or transaction is not prohibited by the Finance Documents.

**"Finance Documents"** means the Credit Agreement, the Intercreditor Agreement, the Subordination Agreement and any Additional First Lien Credit Agreement or Second Lien Credit Agreement (each as defined in the Intercreditor Agreement).

**"Group"** has the meaning given in the Intercreditor Agreement.

**"Holdings"** means Turaz Global S.à r.l..

**"Intercreditor Agreement"** means the intercreditor agreement dated on or around the date of this Deed, between, among others, Holdings and the International Security Agent.

**"Intra-Group Debtor Notice"** means a notice substantially in the form set out in Schedule 4 (*Form of Intra-Group Debtor Notice*).

**"Intra-Group Loans"** means any intercompany receivables owed to a Chargor by any Credit Party whose shares form part of the Collateral (other than solely pursuant to a floating charge or equivalent).

**"Receiver"** has the meaning given in the Intercreditor Agreement.

**"Related Rights"** means, in relation to any asset:

- (a) the net proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds received by or paid or payable in respect of that asset.

**"Required Creditor Consent"** means, in respect to the entry into any document or any other action, any consent of any Secured Party to permit the entry into such document or the taking of such action to the extent that the entry of such document or taking of such action is otherwise prohibited under the Finance Documents (including, for the avoidance of doubt, any such consents which are deemed to be or required to be given by such Secured Party under the Finance Documents).

**"Secured Obligations"** has the meaning given in the Intercreditor Agreement.

**"Secured Parties"** has the meaning given to it in the Intercreditor Agreement.

**"Security"** means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security or arrangement having a similar effect.

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*).

**"Shares"** means, in relation to a Chargor, all shares owned by that Chargor in each Credit Party incorporated in England and Wales from time to time, including but not limited to the shares (if any) specified in Schedule 2 (*Initial Shares*) and in schedule 2 of any relevant Security Accession Deed.

**"Subordination Agreement"** means the subordination agreement dated on or around the date of this Deed, between, among others, Holdings and the International Security Agent.

**"Trust Property"** means any property held on trust by the International Security Agent pursuant to Schedule 8 (*International Security Agent*) of the Intercreditor Agreement.

## 1.2 Construction

In this Deed, unless a contrary intention appears, a reference to:

- (a) an *"agreement"* includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an *"amendment"* includes any amendment, supplement, variation, novation, modification, replacement or restatement and *"amend"*, *"amending"* and *"amended"* shall be construed accordingly;
- (c) *"assets"* includes present and future properties, revenues and rights of every description;
- (d) a *"Chargor"* in relation to any Charged Property is, if that Chargor holds any right, title or interest in that Charged Property jointly with any other Chargor, a reference to those Chargors jointly;
- (e) this *"Deed"* includes, in respect of any Chargor (other than an Initial Chargor), any Security Accession Deed hereto;
- (f) *"including"* means including without limitation and *"includes"* and *"included"* shall be construed accordingly;
- (g) *"losses"* includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and *"loss"* shall be construed accordingly;
- (h) *"person"* includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality); and
- (i) *"regulation"* includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

## 1.3 Other References and Interpretation

- (a) In this Deed, unless a contrary intention appears, a reference to:
  - (i) any *"Chargor"*, *"Credit Party"*, *"Secured Party"* or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the International Security Agent, any person for the time being appointed as International Security Agent or International Security Agents in accordance with the Finance Documents and the Intercreditor Agreement;

- (ii) any Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Debt Document;
- (iii) any Clause or Schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its Schedules;
- (iv) a Declared Default is "continuing" if it has not been revoked or otherwise ceases to be continuing in accordance with the terms of the relevant Finance Document; and
- (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) Unless otherwise defined in this Deed, words and expressions defined in the Intercreditor Agreement or the Credit Agreement shall have the same meanings when used in this Deed. In the event of any conflict or inconsistency between the terms of this Deed and the terms of the Intercreditor Agreement and/or the Credit Agreement, the terms of the Intercreditor Agreement or Credit Agreement (as applicable) will prevail.
- (e) A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (f) Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Finance Documents or where the Required Creditor Consent has been obtained and the International Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, **provided that** any reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of the International Security Agent in accordance with the Finance Documents (including section 10.03 of the Credit Agreement).
- (g) The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.
- (h) This Deed is intended to take effect as a deed notwithstanding that a party has executed it under hand only.
- (i) Notwithstanding any other provision of this Deed, the Security constituted in relation to the trusts created by this Deed and the exercise of any right or remedy by the International Security Agent hereunder shall be subject to the Intercreditor Agreement.

#### 1.4 Declaration of Trust

- (a) The International Security Agent hereby accepts its appointment as agent and trustee by the Secured Parties in accordance with Schedule 8 (*International Security Agent*) of the Intercreditor Agreement and declares (and each of the Chargors hereby acknowledges) that the Trust Property is held by the International Security Agent as a trustee for and on



behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Finance Documents and the Intercreditor Agreement.

- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the International Security Agent in relation to the trusts created by this Deed or any other Debt Document. In performing its duties, obligations and responsibilities, the International Security Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Deed, the Finance Documents and the Intercreditor Agreement.
- (c) In acting as trustee for the Secured Parties under this Deed, the International Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the International Security Agent may be treated as confidential and shall not be regarded as having been given to the International Security Agent's trustee division.

## **2. COVENANT TO PAY**

Subject to any limits on its liability specified in the Finance Documents, each Chargor covenants, as primary obligor and not only as surety, with the International Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the International Security Agent).

## **3. CHARGING PROVISIONS**

### **3.1 Fixed Security**

Subject to Clause 3.5 (*Excluded Assets*), each Chargor, as continuing security for the payment of the Secured Obligations, charges by way of first fixed charge in favour of the International Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) all of its Shares and all corresponding Related Rights;
- (b) all of its Bank Accounts and all corresponding Related Rights; and
- (c) if not effectively assigned by Clause 3.2 (*Security Assignment*), all Intra-Group Loans in respect of which it is a creditor and all corresponding Related Rights.

### **3.2 Security Assignment**

Subject to Clause 3.5 (*Excluded Assets*) and as continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely by way of security with full title guarantee to the International Security Agent all its right, title and interest from time to time in and to the Intra-Group Loans and all Related Rights, **provided that** on payment and discharge in full of the Secured Obligations the International Security Agent shall promptly re-assign the relevant Intra-Group Loans to that Chargor (or as it shall direct).

### **3.3 Floating Charge**

- (a) Subject to Clause 3.5 (*Excluded Assets*), as further continuing security for the full payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the International Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights including if not effectively charged under Clause 3.1 (*Fixed Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 3.3.

### 3.4 Conversion of a Floating Charge

- (a) The International Security Agent may, by prior written notice to the applicable Chargor or the Chargors' Agent, convert the floating charge created under this Deed or a Security Accession Deed into a fixed charge with immediate effect as regards those assets which it specifies in the notice, if a Declared Default is continuing.
- (b) The floating charge created by a Chargor under this Deed or a Security Accession Deed will automatically (without notice) and immediately be converted into a fixed charge over all assets of that Chargor charged under such floating charge if:
  - (i) such Chargor is or is deemed to be, or is declared for the purposes of any applicable law to be, unable to or admits its inability to pay its debts as they fall due;
  - (ii) such Chargor formally suspends making payments on its debts generally by reason of actual or anticipated financial difficulties; or
  - (iii) an administrator or liquidator is appointed in respect of that Chargor.
- (c) The floating charge created by a Chargor under this Deed or a Security Accession Deed will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Deed in respect of which:
  - (i) such Chargor creates (or purports to create) any Security, other than to the extent not prohibited by the Finance Documents or where Required Creditor Consent has been obtained; or
  - (ii) any person levies (or purports to levy) distress, attachment, execution or any similar remedy against that asset, **provided that** such fixed charge shall immediately be re-converted into a floating charge over that assets in that event that such distress, attachment, execution or similar remedy is dismissed or discontinued,but not, for the avoidance of doubt, any other asset of such Chargor or any other Chargor.
- (d) The obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed as the disposal or property by any Chargor or a ground for the appointment of the Receiver.

### 3.5 Excluded Assets

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the International Security Agent after the date on which it becomes a party to this Deed, there shall be excluded from the relevant Security created by this Clause 3, from the other provisions of this Deed and from the operation of any further assurance provisions contained in the Finance Documents:
  - (i) any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating the relevant Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Chargor is precluded from creating the relevant Security on or over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;

- (ii) any asset or undertaking which, if subject to any of the relevant Security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that right and for so long as such right is in existence or until a waiver of the relevant term has been received from the third party;
- (iii) any asset or undertaking situated outside England and Wales;
- (iv) any Excluded Equity Interests (as defined in the Credit Agreement);
- (v) any Excluded Account; and
- (vi) any cash constituting regulatory capital or customer cash,

**provided that**, in the case of paragraphs (i) and (ii) above:

- (A) any such prohibition or right to terminate or security was not included at the request of or otherwise procured by the relevant Chargor or any other member of the Group following the date of this Deed (or as the case may be, the date of such Chargor's execution of a Security Accession Deed (as applicable)) with the purpose of excluding that asset from the Security created by this Clause 3; and
  - (B) each relevant Chargor shall use reasonable endeavours (without incurring material costs or taking any action which adversely impacts relationships with third parties) to obtain consent to charging any asset (where otherwise prohibited) if the International Security Agent specifies prior to the date of this Deed or as the case may be, the date of such Chargor's execution of a Security Accession Deed (as applicable) that the asset is material and Holdings is satisfied that such endeavours will not involve placing relationships with third parties in jeopardy, **provided that**, if the relevant Chargor has not been able to obtain such consent, any obligation to comply with this paragraph (B) shall cease after twenty (20) Business Days; and
  - (C) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the Chargor agrees, to take all steps required pursuant to section 5.11 (*Security Interests; Further Assurances*) of the Credit Agreement (or the equivalent provision in any other Finance Document) such that the relevant asset is thereafter included in the relevant Security created by this Clause 3, but otherwise continuing to be subject to Clause 3.5.
- (b) If at any time a Chargor notifies the International Security Agent that an asset being subject to the Security created by this Clause 3 or any other provision of this Deed has a material adverse effect on the ability of the relevant member of the Group to conduct its operations and business as otherwise not prohibited by the Finance Documents or is otherwise excluded at that time by virtue of this Clause 3.5, the International Security Agent shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 3 and the other provisions of this Deed, **provided that** any reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of the International Security Agent in accordance with the Finance Documents entering into such documentation at the request of such Chargor pursuant to this Clause 3.5 shall be for the account of such Chargor. The International Security Agent is entitled to rely absolutely and without any further

investigation on any such notification from a Chargor and is irrevocably authorized by each Secured Party to enter into such documentation.

#### **4. REPRESENTATIONS AND WARRANTIES**

##### **4.1 General**

Each Initial Chargor represents and warrants to the International Security Agent as set out in this Clause 4 on the date of this Deed and, each additional Chargor, on the date of the Security Accession Deed to which it is party.

##### **4.2 Shares**

The Shares identified against its name in Schedule 2 (*Initial Shares*) or, as the case may be the Annex to the applicable Security Accession Deed, represent the entire issued share capital of the relevant Credit Party and all of those Shares are fully paid (save insofar as any such shares have been pledged or assigned to the International Security Agent by way of security).

##### **4.3 PSC**

- (a) Each Chargor has complied with any notice it has received from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Deed or, as the case may be, the Security Accession Deed.
- (b) No Chargor whose shares constitute Charged Property has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006.

#### **5. PROTECTION OF SECURITY**

##### **5.1 Bank Accounts**

- (a) If requested in writing by the International Security Agent at any time following the occurrence of a Declared Default which is continuing, each Chargor shall promptly deliver to the International Security Agent details of any material Bank Account maintained by it with any bank or financial institution (other than with the International Security Agent) as at the date of such request.
- (b) Each Chargor shall, prior to the occurrence of a Declared Default which is continuing, be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account and shall be entitled to deal with such Bank Account (including opening or closing any such Bank Account) in any manner not prohibited by the Finance Documents (including as a result of the Required Creditor Consent having been obtained).
- (c) While a Declared Default is continuing, at any time when there are Secured Obligations outstanding, no Chargor shall be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account except with the prior consent of the International Security Agent.
- (d) The International Security Agent shall, while a Declared Default is continuing, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 10 (*Application of Proceeds*).

##### **5.2 Voting and Distribution Rights**

- (a) Unless a Declared Default is continuing:

- (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from its Shares; and
  - (ii) each Chargor shall be entitled to take all steps and exercise (or refrain from exercising) all rights, powers and discretion (including voting rights) attaching to its Shares and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition, **provided that** it shall not exercise any such voting rights or powers in a manner which would materially adversely affect the validity or enforceability of the Security over the Shares or cause an Event of Default to occur.
- (b) The International Security Agent may, at its discretion, while a Declared Default is continuing, (in the name of a Chargor or otherwise and without any further consent or authority from any Chargor):
- (i) exercise (or refrain from exercising) any voting rights in respect of any Shares (unless the International Security Agent has notified the relevant Chargor in writing that it wishes to give up this right);
  - (ii) apply all dividends, interest and other monies arising from any Shares in accordance with Clause 10 (*Application of Proceeds*);
  - (iii) transfer any Shares into the name of such nominee(s) of the International Security Agent as it shall require; and
  - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of any Shares (unless the International Security Agent has notified the relevant Chargor in writing that it wishes to give up this right),

in such manner and on such terms as is consistent with the Finance Documents, and the proceeds of any such action shall form part of the Charged Property.

- (c) The International Security Agent shall not be entitled to exercise voting or any other rights or powers or take any action otherwise permitted under paragraph (b) above if and to the extent that, from time to time:
- (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "NSIA") and any regulations made under the NSIA; and
  - (ii) either:
    - (A) the Secretary of State has not approved that notifiable acquisition under and in accordance with the NSIA; or
    - (B) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to it under the NSIA,

**provided that**, for the avoidance of doubt, this paragraph (c) is for the benefit of the International Security Agent only and the International Security Agent shall (to the extent permitted by applicable law) be entitled to exercise rights under paragraph (b) above without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.

- (d) Subject to paragraph (e) below, each Chargor shall promptly on the prior written request (which may be given only while a Declared Default is continuing) by the International Security Agent (and in any event within ten (10) Business Days of such request), deliver

(or procure delivery) to the International Security Agent, and the International Security Agent shall be entitled to retain, all of the Shares and any certificates and other documents of title representing the Shares (if any) to which that Chargor (or its nominee(s)) is or becomes entitled together with any other document which the International Security Agent may reasonably request in writing (in such form and executed as the International Security Agent may reasonably require) with a view to perfecting or improving its security over the Shares or to registering any Shares in its name or the name of any nominee(s).

- (e) Notwithstanding paragraph (d) above, each Chargor will as soon as reasonably practicable following the date of this Deed (or as the case may be, the date of its execution of a Security Accession Deed) deposit with the International Security Agent (or as it shall direct) all share certificates relating to the applicable Shares together with stock transfer forms executed in blank and left undated on the basis that the International Security Agent shall be able to hold such certificates and stock transfer forms until the Secured Obligations have been paid in full and shall be entitled, at any time while a Declared Default is continuing, to complete, under its power of attorney given in this Deed, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select, **provided that** the International Security Agent shall, if a Declared Default ceases to be continuing, be obliged to return such share certificates, stock transfer forms and other documents upon request of the relevant Chargor if required to offset a transaction, matter or other step not prohibited by the Finance Documents or in respect of which Required Creditor Consent has been obtained.

### 5.3 Intra-Group Loans

- (a) Each Chargor which is a creditor in respect of any Intra-Group Loan shall, as soon as reasonably practicable and in any event within ten (10) Business Days of the date of this Deed or if later, the date of the relevant Intra-Group Loan or as the case may be Security Accession Deed, deliver an Intra-Group Debtor Notice to the debtor in respect of such Intra-Group Loan and shall use commercially reasonable endeavours to procure that such counterparty signs and delivers to the International Security Agent an acknowledgement substantially in the form set out in such Intra-Group Debtor Notice within twenty (20) Business Days after the delivery of such Intra-Group Debtor Notice.
- (b) Each Chargor that is a debtor under an Intra-Group Loan, as party to this Deed or Security Accession Deed (as applicable), acknowledges the assignment of the relevant Intra-Group Loan in accordance with Clause 3.2 (*Security Assignment*) or, if applicable, the applicable Security Accession Deed.
- (c) Each Chargor shall remain liable to perform all its obligations under each Intra-Group Loan to which it is a party. Neither the International Security Agent, any Receiver nor any delegate appointed by them under this Deed or a Security Accession Deed shall be under any obligation or liability to a Chargor or any other person under or in respect of an Intra-Group Loan.
- (d) No Chargor shall be required to give any notice or procure or delivery any acknowledgment pursuant to paragraph (a) above, where such notice or acknowledgment (as applicable) is given or deemed to be given pursuant to this Deed or any Finance Document.

### 5.4 PSC Register

- (a) Each Chargor whose shares constitute Charged Property shall promptly upon prior written request by the International Security Agent following an Event of Default which is continuing but prior to a Declared Default:

- (i) notify the International Security Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property which has not been withdrawn; and
  - (ii) (if applicable) provide to the International Security Agent a copy of any such warning notice or restrictions notice.
- (b) Each Chargor whose shares constitute Charged Property shall promptly following a Declared Default:
  - (i) notify the International Security Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property; and
  - (ii) provide to the International Security Agent a copy of any such warning notice or restrictions notice.
- (c) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, in each case, in connection with an enforcement of security under and in accordance with this Deed or Security Accession Deed, each Chargor shall provide such assistance as the International Security Agent may request in respect of any shares which constitute Charged Property and provide the International Security Agent with all information, documents and evidence that it may request in connection with the same.
- (d) Each Chargor shall comply with any notice served on it from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Deed and any Security Accession Deed.

## **6. RIGHTS OF CHARGORS**

Notwithstanding anything to the contrary set out in this Deed, until the occurrence of a Declared Default which is continuing (or such later date as provided by this Deed), each Chargor shall continue to have the sole right to deal with the Charged Property and to amend, waive, terminate or allow to lapse any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Finance Documents (save where Required Creditor Consent has been obtained).

## **7. CONTINUING SECURITY**

### **7.1 Continuing Security**

The Security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

### **7.2 Other Security**

The Security constituted by this Deed is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the International Security Agent and/or any other Secured Party may now or after the date of this Deed or the date of a Security Accession Deed hold for any of the Secured Obligations and this Security may be enforced against each Chargor without first having recourse to any other rights of the International Security Agent or any other Secured Party.

### **7.3 Negative Pledge**

Each Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

## **8. ENFORCEMENT OF SECURITY**

### **8.1 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due, in respect of the Initial Chargors, on the date of this Deed, and, in respect of other Chargors, on the date of execution of the Security Accession Deed (the "**Relevant Date**"). The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Deed shall arise on the Relevant Date and shall be immediately exercisable at any time while a Declared Default is continuing when the International Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Finance Documents, enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

### **8.2 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail.

### **8.3 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the International Security Agent without further notice to any Chargor at any time after a Declared Default has occurred and is continuing, irrespective of whether the International Security Agent has taken possession or appointed a Receiver of the Charged Property.

### **8.4 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Deed.

### **8.5 Right of Appropriation**

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) as amended (the "**Regulations**")), the International Security Agent shall upon giving prior written notice to the relevant Chargor at any time while a Declared Default is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (i) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised, (ii) in the case of Shares, the market price of such



Shares determined by the International Security Agent (acting commercially reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors and (iii) in the case of any other asset, as determined by the Intercreditor Agreement. In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- (b) Where the International Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 8.5 differs from the amount of the Secured Obligations, either (i) the International Security Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations, or (ii) the relevant Chargor will remain liable to the Secured Parties for any amount by which the value of the appropriate financial collateral is less than the Secured Obligations.

## **9. RECEIVERS**

### **9.1 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (c) below, at any time after a Declared Default has occurred and is continuing, or if so requested by the relevant Chargor, the International Security Agent may by writing under hand signed by any officer or manager of the International Security Agent, appoint:
  - (i) any person (or persons) to be a Receiver of all or any part of the Charged Property;
  - (ii) appoint two or more Receivers of separate parts of the Charged Property;
  - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
  - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
  - (v) appoint one or more persons to be an administrator of the relevant Chargor.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed.
- (c) At any time after a Declared Default has occurred and is continuing, the International Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

### **9.2 Powers of Receiver**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which such Receiver was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and

- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of all rights, powers and remedies of the International Security Agent under this Deed (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when obtained would be, Charged Property.

### **9.3 Receiver as Agent**

Each Receiver appointed under this Deed shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by it. The International Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

### **9.4 Removal of Receiver**

The International Security Agent may by prior written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

### **9.5 Remuneration of Receiver**

The International Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

### **9.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

## **10. APPLICATION OF PROCEEDS**

### **10.1 Order of Application**

All moneys received or recovered by the International Security Agent or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

### **10.2 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

### **10.3 Application against Secured Obligations**

Subject to Clause 10.1 (*Order of Application*), any moneys or other value received or realised by the International Security Agent from a Chargor or a Receiver under this Deed may be applied by the International Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the International Security Agent may determine.

## **11. PROTECTION OF INTERNATIONAL SECURITY AGENT AND RECEIVER**

### **11.1 No Liability**

Neither the International Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or

purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful misconduct.

### **11.2 Insurance Proceeds**

If a Declared Default is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the International Security Agent (or, if not paid by the insurers directly to the International Security Agent, shall be held on trust for the International Security Agent) and shall, at the option of the International Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or in reduction of the Secured Obligations.

### **11.3 Possession of Charged Property**

Without prejudice to Clause 11.1 (*No Liability*), if the International Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

### **11.4 Delegation**

Without prejudice to the rights to and limitations or delegation by the International Security Agent permitted under the Finance Documents, while a Declared Default is continuing and subject to the terms of the Finance Documents, the International Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Deed to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the International Security Agent may, subject to the terms of the Finance Documents, pass confidential information to any such delegate. The International Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

### **11.5 Cumulative Powers**

The powers which this Deed confers on the International Security Agent, the other Secured Parties and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The International Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the International Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

## **12. POWER OF ATTORNEY**

Each Chargor, by way of security, on the date of this Deed (or, as the case may be, the date of its execution of a Security Accession Deed), irrevocably and severally appoints the International Security Agent, each Receiver and any person nominated for the purpose by the International Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time while a Declared Default is continuing to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it is expressly required to execute and do under the terms of this Deed, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the International Security Agent or any Receiver under this Deed or by law or otherwise for any of the purposes of this Deed, and each Chargor covenants with the International

Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

### **13. PROTECTION FOR THIRD PARTIES**

#### **13.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the International Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the International Security Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

#### **13.2 Receipt Conclusive**

The receipt of the International Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the International Security Agent or any Receiver.

### **14. DEFERRAL OF CHARGOR RIGHTS**

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by any Credit Party;
- (b) to claim any contribution from any guarantor of any Credit Party's obligations under this Deed; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Deed by any Secured Parties.

### **15. DISCHARGE CONDITIONAL**

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

### **16. COVENANT TO RELEASE**

Once all the Secured Obligations have been irrevocably paid in full and none of the International Security Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability on behalf of any Chargor or any other Credit Party under the Finance Documents (or at any other time required under the Finance Documents), the International Security Agent shall, at the request and cost of any Chargor, promptly take any action including executing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any

other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or re-assign the Charged Property from the Security constituted by this Deed.

## **17. SET-OFF**

The International Security Agent may, to the extent permitted under the Finance Documents at any time while a Declared Default is continuing, set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by the International Security Agent) against any matured obligation owed by the International Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the International Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off.

## **18. RULING OFF**

If the International Security Agent or any other Secured Party receives notice or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property (in each case, except as permitted by the Finance Documents or where the Required Creditor Consent has been obtained) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice in writing to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by or on behalf of the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

## **19. REDEMPTION OF PRIOR CHARGES**

The International Security Agent may, at any time while a Declared Default is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will, upon a demand made in writing to it, pay to the International Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **20. CHANGES TO PARTIES**

### **20.1 Assignment by the International Security Agent**

The International Security Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed in accordance with the Finance Documents. Subject to the terms of the Finance Documents, the International Security Agent shall be entitled to disclose such information concerning each Chargor and this Deed as the International Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. None of the rights and obligations of any Chargor under this Deed shall be capable of being assigned or transferred.

### **20.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under Schedule 7 (*Amendments and Waivers: Security Documents*) of the Intercreditor Agreement and authorises the International Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **20.3 Consent of Chargors**

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably appoints the Chargors' Agent as its agent for the purpose of executing any Security Accession Deed on its behalf.

## **21. MISCELLANEOUS**

### **21.1 Certificates Conclusive**

A certificate or determination of the International Security Agent as to any amount payable under this Deed will be conclusive and binding on each Chargor, except in the case of manifest error.

### **21.2 Counterparts**

This Deed 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 Deed.

### **21.3 Invalidity of any Provision**

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

### **21.4 Failure to Execute**

Failure by one or more parties ("**Non Signatories**") to execute this Deed on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Deed as between the other parties who do execute this Deed. Such Non Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

## **22. GOVERNING LAW AND JURISDICTION**

### **22.1 Governing Law**

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

### **22.2 Jurisdiction**

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 this Deed or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**")).

### **22.3 Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**In witness whereof this Deed has been duly executed and delivered as a deed on the date first above written.**

**SCHEDULE 1**  
**Initial Chargors**

<b>Name</b>	<b>Jurisdiction</b>	<b>Company Number</b>
Misys International Limited	England and Wales	07988755
Finastra Group Holdings Limited	England and Wales	01360027
Finastra Holdings Limited	England and Wales	00874912
Finastra UK Limited	England and Wales	01841697

**SCHEDULE 2**  
**Initial Shares**

<b>Company Issuing Shares</b>	<b>Company Number</b>	<b>Initial Chargor Holding Shares</b>	<b>Share Class</b>	<b>Number of Shares</b>
Finastra Group Holdings Limited	01360027	Misys International Limited	Ordinary Shares	334,387,338 of £0.0114286 each
Finastra Holdings Limited	00874912	Finastra Group Holdings Limited	Ordinary Shares	60,262,613 of £0.10 each
Finastra UK Limited	01841697	Finastra Holdings Limited	Ordinary Shares	20,010,003 of £0.10 each



**SCHEDULE 3**  
**Form of Security Accession Deed**

**THIS SECURITY ACCESSION DEED** is made on [●]

**BETWEEN:**

- (1) [●], a company incorporated in [●] with registered number [●] (the "**New Chargor**");
- (2) **MISYS INTERNATIONAL LIMITED** for itself of the existing Chargors (the "**Chargors' Agent**"); and
- (3) [●] as security trustee for itself and the other Secured Parties (the "**International Security Agent**").

**WHEREAS:**

This deed is supplemental to a debenture dated [●] between, amongst others, the Initial Chargors named therein and the International Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Debenture shall have the same meanings when used in this Deed.

**1.2 Construction**

Clauses 1.2 (*Construction*), 1.3 (*Other References and Interpretation*) and 1.4 (*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 were references to this Deed.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

Subject to any limits on its liability specifically recorded in the Finance Documents, the New Chargor covenants, as primary obligor and not only as surety, with the International Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or, if they do not specify a time for payment, promptly on prior written demand of the International Security Agent).

**2.3 Fixed Security**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges by way of first fixed charge in favour of the International Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) all of its Shares and all corresponding Related Rights;

- (b) all of its Bank Accounts and all corresponding Related Rights; and
- (c) if not effectively assigned by Clause 2.4 (*Security Assignment*), all Intra-Group Loans in respect of which it is a creditor and all corresponding Related Rights.

## **2.4 Security Assignment**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, and as continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely by way of security with full title guarantee to the International Security Agent all its right, title and interest from time to time in and to the Intra-Group Loans in respect of which it is a creditor and all corresponding Related Rights, **provided that** on payment and discharge in full of the Secured Obligations the International Security Agent shall promptly re-assign the relevant Intra-Group Loans to the New Chargor (or as it shall direct).

## **2.5 Floating Charge**

Subject to Clause 3.5 (*Excluded Assets*), as further continuing security for the full payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the International Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights including if not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*).

## **2.6 Negative Pledge**

The New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

## **3. CONSENT OF EXISTING CHARGORS**

The Chargors' Agent (on behalf of itself and the other existing Chargors) agree to the terms of this Deed and agrees that its execution will in no way prejudice or affect the security granted by each of the existing Chargors under (and covenants given by each of them in) the Debenture.

## **4. CONSTRUCTION**

The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this Deed.

## **5. GOVERNING LAW AND JURISDICTION**

This Deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

**In witness whereof this deed has been duly executed and delivered as a deed on the date first above written.**

**ANNEX TO THE SECURITY ACCESSION DEED: SHARES**

**[•]**

## EXECUTION PAGES TO THE SECURITY ACCESSION DEED

### THE NEW CHARGOR

EXECUTED as a DEED by )  
[Name of New Chargor] )  
acting by [a director] [two directors]: )

[

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director]

[in the presence of:

\_\_\_\_\_  
Witness

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_]

### THE CHARGOR'S AGENT

EXECUTED as a DEED by )  
**Misys International Limited** )  
acting by [a director] [two directors]: )

[

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director]

[in the presence of:

\_\_\_\_\_  
Witness

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_]

THE INTERNATIONAL SECURITY AGENT

\_\_\_\_\_  
For and on behalf of  
**[Name of International Security Agent]**  
as International Security Agent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 4**  
**Form of Intra-Group Debtor Notice**

To: [insert name and address of counterparty] (the "**Intra-Group Debtor**")

Dated: [●]

**Re: Notice of Assignment**

We notify you that, [insert name of Chargor] (the "**Chargor**") has assigned to [insert name of International Security Agent] (the "**International Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in any intercompany receivables issued by you to the Chargor as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●].

Please sign and return the enclosed acknowledgement of this notice to the International Security Agent (with a copy to the Chargor).

The provisions of this notice are governed by English law.

Yours faithfully

---

For and on behalf of  
[●]  
as Chargor

*[On acknowledgement copy]*

To: [Insert name and address of International Security Agent]

Copy: [Insert name and address of Chargor]

We acknowledge receipt of the above notice.

---

For and on behalf of  
[●]  
as Intra-Group Debtor

Dated: [●]

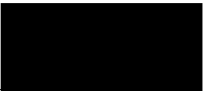
EXECUTION PAGES TO THE DEBENTURE

THE INITIAL CHARGORS

EXECUTED as a DEED by )  
**Misys International Limited** )  
as Initial Chargor )  
acting by a director: )



Name: **Simon Dowler**  
Title: Director



Name: **James Barker**  
Title: Director

EXECUTED as a DEED by )  
**Finastra Group Holdings Limited** )  
as Initial Chargor )  
acting by a director: )



Name: **James Barker**  
Title: Director



Name: **Simon Dowler**  
Title: Director

THE INITIAL CHARGORS

EXECUTED as a DEED by )  
**Finastra Holdings Limited** )  
as Initial Chargor )  
acting by a director: )




Name: **Simon Dowler**  
Title: Director




Name: **James Barker**  
Title: Director

EXECUTED as a DEED by )  
**Finastra UK Limited** )  
as Initial Chargor )  
acting by a director: )



Name: **Simon Dowler**  
Title: Director



Name: **James Barker**  
Title: Director



THE INTERNATIONAL SECURITY AGENT

SIGNED by

BLUE OWL CAPITAL CORPORATION acting by:



Name: Jon ten Oever

Title: Authorized Signatory