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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

*insert full name of company

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

7

1752099

Name of Company

Misys Holdings Limited

Date of creation of the charge

10 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Share Charge (the "**Share Charge**") dated 10 October 2008 granted by Misys Holdings Limited in favour of HSBC Corporate Trustee Company (UK) Limited as security agent for the benefit of the Finance Parties (the "**Security Agent**"), which expression includes its successors in title, permitted assigns and permitted transferees **Please see Continuation Sheet 2 for Definitions.**

Amount secured by the mortgage or charge

15 All present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "**Liabilities**") **Please see Continuation Sheet 2 for Definitions**

Name and address of the mortgagees or persons entitled to the charge

HSBC Corporate Trustee Company (UK) Limited as Security Agent

8 Canada Square, Canary Wharf, London

Postcode

E14 5HQ

Presentor's name address and reference (if any)

Linklaters LLP

One Silk Street

London EC2Y 8HQ

Tel 020 7456 2000

Ref L-160031

Please return via
CA London Courier

J Ingram

Time critical reference

For official Use
Mortgage Section

Post room

WEDNESDAY



LD6

LGQZS3ZK

15/10/2008

66

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET 1)

Please do not write
in this margin

Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed

Linklabers LLP

Date

On behalf of mortgagee/chargee

14 October 2008

Note

[†] Delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc., as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

Page 2

Name of Company

Misys Holdings Limited

Company Number

1752099

**Continuation Sheet 1 – Short particulars of all the property
mortgaged or charged**

Equitable Charge

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all its present and future Shares and Dividends

Please see Continuation Sheet 2 for Definitions

NOTE A The Share Charge provides that

1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 22.4 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause

2 Disposal

The Company shall not (nor agree to) 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 Charged Asset except, in the case of Dividends, as permitted by Clause 5.4 (*Dividends before enforcement*) of the Share Charge

NOTE B Shares of the Company

All of the issued share capital of whatever class or description in Misys Patriot Limited

Please see Continuation Sheet 2 for Definitions

Continuation Sheet 2 - Definitions

In this Form 395, except to the extent that the context requires otherwise

"Additional Borrower" means a company or partnership which becomes an Additional Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Additional Guarantor" means a company or partnership which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Agent" has the meaning given to the term "Agent" in the Facility Agreement

"Borrower" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Share Charge

"Chargors" means Misys Holdings Inc and the Company

"Dividends" means, in relation to any Share, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,
- (c) allotments, offers and rights accruing or offered in respect of that Share, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

"Facility Agreement" means the facility agreement dated 29 September 2008 between Misys plc, the Lenders named in that agreement, HSBC Bank plc as Agent and HSBC Corporate Trustee Company (UK) Limited as Security Agent

"Finance Document" means the Facility Agreement, any Fee Letter, any Accession Letter, any Security Document, the Subordination Agreement, any Resignation Letter, any Borrower Transfer Agreement and any other document designated as such by the Agent and Misys plc Any reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

"Finance Party" means the Agent, Security Agent or a Lender

"Guarantor" means an Original Guarantor under the Facility Agreement or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement

"Lender" means

- (a) any Original Lender under the Facility Agreement, and

Name of Company

Misys Holdings Limited

Company Number

1752099

Continuation Sheet 2 - Definitions

- (b) any bank or financial institution, trust, fund or other entity which has become a Party in accordance with clause 24 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Obligor" means a Borrower, a Guarantor, or a Chargor

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" of the Company means

- (a) the shares issued and outstanding at the date of the Share Charge constituting all of the share capital of whatever class or description in Misys Patriot Limited,
- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 1752099
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 10
OCTOBER 2008 AND CREATED BY MISYS HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 15 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2008

*London
Counsellor
P/O CH*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES