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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

11

02760212

Name of company

* Rhyme Systems Limited (the "Charging Company").

Date of creation of the charge

10 June 2008.

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

A debenture dated 10 June 2008 made between, amongst others, the Charging Company as Chargor and Wells Fargo Bank Northwest, National Association, in its capacity as Security Agent for the Finance Parties (as defined in Part I of the attached schedule) (the "Debenture")

Amount secured by the mortgage or charge

The Secured Liabilities (as defined in Part I of the attached schedule)

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of facilities made under such document

Names and addresses of the mortgagees or persons entitled to the charge

Wells Fargo Bank Northwest, National Association in its capacity as
Security Agent for the Finance Parties (as defined in Part I of the
attached schedule) 299 S Main Street, 12th Floor Salt Lake City UT 84111

Postcode

Presentor's name address and
reference (if any)

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

For official Use (06/2005)

Mortgage Section

FRIDAY



AOX3E0Q2

A03

20/06/2008

420

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule

Part III of the attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the security created by the Debenture.

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

None.

Signed

Lovells LLP

Date

18/6/08

On behalf of ~~XXXXXXXXXXXX~~ [chargee] † Lovells LLP

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

† delete as
appropriate

Notes

- 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, eg "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 included 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Schedule to Form 395 for Rhyme Systems Limited (the "Charging Company")

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Assets" means in relation to a Chargor, all its undertakings, property, assets, revenues and rights of every description, or any part of them,

"Facility A" has the meaning given to that term in the Facility Agreement,

"Facility Agreement" means the facility agreement dated 9 June 2008 between 3i Infotech Financial Software Inc (as Borrower), the persons listed therein (as Original Guarantors), the persons listed therein (as Original Lenders) and ICICI Bank Limited (as Mandated Lead Arranger and Facility Agent),

"Finance Document" has the meaning given to that term in the Facility Agreement,

"Finance Party" has the meaning given to that term in the Facility Agreement,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.2 (*Creation of Floating Charge*),

"GAAP" means, in relation to any person, generally accepted accounting principles in India,

"Material Asset" means, in relation to a person, any present or future asset of any kind (whether tangible or intangible, movable or immovable, real property or personal property) of that person which on or shortly after it was acquired had or was given a book value of at least US\$50,000 (or equivalent in the relevant currency),

"Material Tangible Fixed Asset" means, in relation to a person, any Material Asset of that person which constitutes a tangible fixed asset as defined in GAAP,

"Obligor" has the meaning given to that term in the Facility Agreement and includes the Charging Company,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to all or any of the Finance Parties under or in connection with each or any of the Finance Documents insofar as they relate to or can be apportioned to Facility A, in each case together with

- (a) all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its rights under any Finance Document insofar as they relate to or can be apportioned to Facility A, and
- (b) all money, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document insofar as they relate to or can be apportioned to Facility A, or the obligations and liabilities imposed under such documents,

provided that the term "Secured Liabilities" shall only include such indebtedness, liabilities, cost, charges, expenses, money and obligations which are solely attributable to Facility A or that part of any other Secured Liabilities which may reasonably be attributed to Facility A as determined by the Facility Agent

"Security" means a mortgage, charge, pledge, lien, encumbrance, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (including title transfer and title retention arrangements), and

"Security Agent" means Wells Fargo Bank Northwest, National Association as appointed under the Security Agent Agreement as the agent and trustee of the Finance Parties for the purpose of holding and administering the Security Property including any successor appointed by the Finance Parties pursuant to the Finance Documents

Part II

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Agent
- (a) by way of fixed charge all its Material Tangible Fixed Assets
- (b) ~~by way of floating charge all its Material Tangible Fixed Assets~~, except to the extent that such Material Tangible Fixed Assets are for the time being effectively charged by any fixed charge contained in Clause 3 1 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), but in each case so that the Charging Company shall not create any Security over any such Material Tangible Fixed Asset (whether having priority over, or ranking *par passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (Negative pledge and other restrictions) with respect to any such Material Tangible Fixed Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Material Tangible Fixed Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any other Finance Document)

Part III

Covenants and Restrictions

- 1 By Clause 6 (*Negative Pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent
- (a) create, or agree or attempt to create, or permit to subsist, and Security or any trust over any of its Material Assets, or
- (b) sell, assign, lease, license or sub-lease, or grant an interest in, any of its Floating Charge Assets, or part with possession or ownership of them, or purport to agree to do so



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2760212
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 JUNE 2008
AND CREATED BY RHYME SYSTEMS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ALL OR ANY OF THE FINANCE PARTIES 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 20 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES