



Registration of a Charge

Company Name: **MISYS AFRICA LIMITED**

Company Number: **03079792**



XCVD3SDM

Received for filing in Electronic Format on the: **23/01/2024**

Details of Charge

Date of creation: **11/01/2024**

Charge code: **0307 9792 0008**

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: 3079792

Charge code: 0307 9792 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2024 and created by MISYS AFRICA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2024 .

Given at Companies House, Cardiff on 23rd January 2024

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



Companies House



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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 11 January 2024

BETWEEN:

- (1) **THE ENTITIES LISTED IN SCHEDULE 1** (the "New Chargors", and each a "New Chargor");
- (2) **MISYS INTERNATIONAL LIMITED** for itself and as chargors' agent of the existing Chargors (the "Chargors' Agent"); and
- (3) **BLUE OWL CAPITAL CORPORATION** as security trustee for itself and the other Secured Parties (the "International Security Agent").

WHEREAS:

This Deed is supplemental to a debenture dated 13 September 2023 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**

Each 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, each 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, each 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, each 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 each relevant New Chargor (or as it shall direct).

2.5 Floating Charge

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each 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

Each 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) agrees 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.

**SCHEDULE 1
NEW CHARGORS**

Name	Jurisdiction	Company Number
Finastra Global Limited	England & Wales	07830889
Finastra Europe Limited	England & Wales	01752099
Finastra International Limited	England & Wales	00971479
Fundtech Financial Messaging Ltd	England & Wales	02773363
Fundtech FSC Ltd	England & Wales	04325564
Accountis Europe Ltd	England & Wales	04407628
Misys Africa Limited	England & Wales	03079792
Finastra Global Operations Limited	England & Wales	02698761

**SCHEDULE 2
SHARES**

Company Issuing Shares	Company Number	Jurisdiction	New Chargor Holding Shares	Share Class	Number of Shares
Fundtech FSC Ltd	04325564	England & Wales	Finastra International Limited	Ordinary	355,622 of £1 each
Fundtech FSC Ltd	04325564	England & Wales	Finastra International Limited	Preference	91,903 of £1 each
Accountis Europe Ltd	04407628	England & Wales	Fundtech FSC Ltd	Ordinary	120,001 of £1 each
Finastra Holdings Limited	00874912	England & Wales	Finastra Europe Limited	Ordinary Non-Voting	1,262,162,058 of €0.10 each

EXECUTION VERSION

EXECUTION PAGES TO THE SECURITY ACCESSION DEED

THE NEW CHARGORS

EXECUTED as a DEED by)
FINASTRA GLOBAL LIMITED)
acting by two directors:)



Director

Director

EXECUTED as a DEED by)
FINASTRA EUROPE LIMITED)
acting by two directors:)



Director

Director

EXECUTED as a DEED by)
FINASTRA INTERNATIONAL LIMITED)
acting by two directors:)



Director

Director

EXECUTED as a DEED by)
FUNDTECH FINANCIAL MESSAGING LTD)
acting by two directors:)



Director

Director

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FINASTRA INTERNATIONAL LIMITED)
acting by two directors:)

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FUNDTECH FINANCIAL MESSAGING LTD)
acting by two directors:)

Director

Director

EXECUTED as a DEED by)
FUNDTECH FSC LTD)
acting by two directors:)



Director

Director

EXECUTED as a DEED by)
ACCOUNTIS EUROPE LTD)
acting by two directors:)



Director

Director

EXECUTED as a DEED by)
MISYS AFRICA LIMITED)
acting by two directors:)



Director

Director

EXECUTED as a DEED by)
FINASTRA GLOBAL OPERATIONS)
LIMITED)
acting by two directors:)



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Director

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FUNDTECH FSC LTD)
acting by two directors:)

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FINASTRA GLOBAL OPERATIONS)
LIMITED)
acting by two directors:)

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THE CHARGORS' AGENT

EXECUTED as a DEED by)
Misys International Limited)
acting by two directors:)



Director

Director

THE CHARGORS' AGENT

EXECUTED as a DEED by)
Misys International Limited)
acting by two directors:)



Director

Director

THE INTERNATIONAL SECURITY AGENT



For and on behalf of
BLUE OWL CAPITAL CORPORATION
as International Security Agent

Name: Jon ten Oever

Title: Authorized Signatory