

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

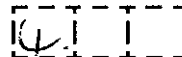
Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

20621010



3534865

Name of company

* MI Limited (the "Charging Company")

Date of creation of the charge

27 October 2006

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

Deed of accession and charge/ dated 27 October 2006 executed by the Charging Company in favour of CIBC World Markets plc (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (the "Accession Deed") to a Principal Deed (as defined in the attached Schedule).

Amount secured by the mortgage or charge

The Secured Sums (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 any facilities made available under such document.

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

CIBC World Markets (as Security Agent)/ Cottons Centre, Cottons Lane,
London

Postcode SE1 2QL

Presentor's name address and
reference (if any):

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/M0843.00339/1719589/TSPSD

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A28
COMPANIES HOUSE

AUDSDKDJ

517
09/11/2006

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

Please do not write in this margin

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

1
105

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed

Lawells

Date

6 November 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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 MI LIMITED

Part I

Definitions

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

"Accession Date" means 27 October 2006;

"Account Bank" means CIBC World Bank plc, Lloyds TSB Bank plc and Bank of Ireland plc acting through their branch at London, except in respect of Bank of Ireland plc, which is acting through its Dublin Branch, or such other bank as the Parent may from time to time specify to the Security Agent provided the bank is an Approved Bank;

"Acquisition Agreement" means the sale and purchase agreement dated 29 March 2006 relating to the sale and purchase of the Target Shares and made between Greenwich Pikco Limited, Misys plc and the Vendors;

"Acquisition Agreement Claims" means all the Chargor's rights, title and interest and benefit in and to, and any sums payable to the Chargor pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargors, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document;

"Acquisition Documents" means the Acquisition Agreement, the Tax Deed and any other document designated as an "Acquisition Document" by the Agent and the Parent;

"Act" means the Companies Act 1985;

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facilities Agreement;

"Agent" means CIBC World Markets plc as agent of the other Finance Parties;

"Approved Bank" means any bank which has been nominated by the Parent and approved by the Agent (acting reasonably) for the purpose of this definition and where such bank has been given any notices required to be given to it under the Transaction Security Documents and the Group have used reasonable endeavours to ensure that such bank has acknowledged all such notices as required by the Transaction Security Documents;

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty;

"Borrower" means an Original Borrower or an Additional Borrower;

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor;

"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*) of the Principal Deed;

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments;

"Facilities Agreement" means the facilities agreement dated 29 March 2006 between Greenwich Pikco Limited (as Parent), Greenwich Mezzco Limited and Greenwich Acquisitionco Limited (as Original Borrowers and Original Guarantors), CIBC World Markets plc (as Arranger, Original Lender, Agent and Security Agent) and Canadian Imperial Bank of Commerce, London Branch as Issuing Bank;

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement;

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (as each such term is defined in the Facilities Agreement);

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 2 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 (*Fixed security*);

"Group" means the Parent and each of its Subsidiaries for the time being;

"Hedge Counterparty" means has the meaning given to that term in the Intercreditor Agreement;

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement;

"Holding Account" means an account:

- (a) held in England by a member of the Group with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to fixed charge Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably),

as the same may be redesignated, substituted or replaced from time to time;

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time;

"Intellectual Property" in relation to the Charging Company, means all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights;

"Intellectual Property Rights" in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action,

interests and assets charged by it pursuant to paragraphs (c)(ix) to (xiii) inclusive of Clause 3 (*Fixed security*);

"Intercreditor Agreement" means the intercreditor agreement dated 29 March 2006 and made between the Parent, the other Obligors, CIBC World Markets plc as Security Agent, CIBC World Markets plc as senior agent, CIBC World Markets plc as senior arranger, CIBC World Markets plc as mezzanine arranger, CIBC World Markets plc as mezzanine agent, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, Luxco, the borrowers and lenders of Structural Intra-Group Loans and the Mezzanine Borrowers (as each such term is defined in the Intercreditor Agreement) and certain others;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in England by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to fixed charge Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (acting reasonably); and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time);

"Mezzanine Agent" means CIBC World Markets plc and includes any successor agent appointed pursuant to the Mezzanine Facility Agreement at any time;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 29 March 2006 between, amongst others, Greenwich Pikco Limited as parent, Greenwich Mezzco Limited as borrower, the original guarantors named therein, CIBC World Markets plc as the mezzanine agent, CIBC World Markets plc as the mezzanine arranger, CIBC World Markets plc as Security Agent and the persons named in that mezzanine facility agreement as Lenders;

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Agreement, any Transfer Certificate or undertaking delivered pursuant to Clause 25 (*Changes to the Lenders*) of the Mezzanine Facility Agreement, any Compliance Certificate, any Utilisation Request and any other document designated as such by the Mezzanine Agent, the Agent and the Parent (and for this purpose terms

referred to in this definition shall have the meanings given to them in the Mezzanine Facility Agreement);

"Mezzanine Finance Party" means the Mezzanine Agent, the Lenders (as defined in the Mezzanine Facility Agreement), the Security Agent and the Arranger (as defined in the Mezzanine Facility Agreement);

"Obligor" means the Parent, Holdco, a Borrower, a Guarantor or a Chargor (as each such term is defined in the Facilities Agreement);

"Original Borrower" means the Subsidiaries of the Parent listed in Part 1 of Schedule 1 (*The Original Parties*) of the Facilities Agreement as original borrowers;

"Parent" means Greenwich Pikco Limited, a limited liability company incorporated in England and Wales under the Act with registered number 05716513;

"Permitted Disposal" has the meaning given to it in the Facilities Agreement;

"Permitted Security" has the meaning given to it in the Facilities Agreement;

"Permitted Transaction" has the meaning given to it in the Facilities Agreement;

"Principal Deed" means the debenture dated 29 March 2006 between, amongst others, Greenwich Pikco Limited and the Security Agent as agent and trustee for the Beneficiaries;

"Receivables" means, in relation to the Charging Company, all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 (*Fixed security*);

"Secured Sums" 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 the Charging Company and each other Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- 12
- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
 - (b) all moneys, 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 or the obligations and liabilities imposed under such documents;

"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;

"Security Agent" means CIBC World Markets plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Senior Finance Document" means the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Agreement, the Syndication Letter, the Transfer Consent Letter, any Transfer Certificate or undertaking delivered pursuant to Clause 28 (*Changes to the Lenders*) of the Facilities Agreement, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Utilisation Request, any Selection Notice and any other document

designated as such by the Agent and the Parent (and for this purpose terms referred to in this definition shall have the meanings given to them in the Facilities Agreement);

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, the Lenders, the Issuing Bank and any Ancillary Lender (and for this purpose terms referred to in this definition shall have the meanings given to them in the Facilities Agreement);

"Specified Intellectual Property" means the Intellectual Property listed in Part VI of this Schedule (*Specified Intellectual Property*);

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee;

"Structural Intra-Group Loans" means loans made by one member of the Group to another member of the Group specified in the Structure Memorandum;

"Structure Memorandum" has the meaning given to it in the Facilities Agreement;

"Subsidiary" has the meaning given to it in the Facilities Agreement;

"Target Companies" means each of Countrywide Insurance Management Limited (formerly known as Misys Insurance Management Limited), Open GI Limited (formerly known as Misys Financial Systems Limited), Open GI Limited (formerly known as Misys Insurance Service (Ireland) Limited) and ACT Insurance Systems Limited;

"Target Shares" means all of the shares of the Target Companies;

"Tax Deed" means the tax deed dated 29 March 2006 between the Vendors, Open International Limited (formerly known as Greenwich Acquisitionco Limited) and Misys plc;

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part 1A of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement, any document required to be delivered to the Agent under paragraph 13 of Part 2 of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents or the Mezzanine Finance Documents; and

"Vendors" means

- (a) Misys Holdings Limited, a limited liability company incorporated in England and Wales with registered number 01752099 in respect of ACT Insurance Systems Limited and Open GI Limited (formerly known as Misys Insurance Service (Ireland) Limited); and

- (b) Misys General Insurance Limited, a company incorporated in England and Wales with registered number 00663372 in respect of Open GI Limited (formerly known as Misys Financial Systems Limited) and Countrywide Insurance Management Limited (formerly known as Misys Insurance Management Limited).

Part II

Particulars of property mortgaged or charged

1. By Clause 2 (*Assignments*) of the Accession Deed the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent:
- (a) the benefit of all of its Acquisition Agreement Claims (if any);
 - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
 - (c) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
 - (d) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.
2. By Clause 3 (*Fixed Security*) of the Accession Deed, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
- (a) by way of legal mortgage, all Land in England and Wales vested in it at the Accession Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Accession Deed, in each case as described in Part V (*Registered Land to be Mortgaged*) of this Schedule;
 - (b) by way of legal mortgage, all other Land in England and Wales vested in it at the Accession Date and not registered at the Land Registry;
 - (c) by way of fixed charge:
 - (i) all other Land which is at the Accession Date, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Accession Date or in the future belonging to it;
 - (iii) all plant and machinery at the Accession Date or in the future owned by it and attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3;
 - (iv) all rental and other income and all debts and claims at the Accession Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments which are at the Accession Date, or in the future become, its property;

- (vi) all Derivative Rights at the Accession Date or in the future accruing in respect of its Specified Investments;
- (vii) all insurance or assurance contracts or policies at the Accession Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed;
- (viii) all its goodwill and uncalled capital for the time being;
- (ix) all Specified Intellectual Property belonging to it as listed in Part VI (*Specified Intellectual Property*) of this Schedule (if any);
- (x) all other Intellectual Property belonging to it at the Accession Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xi) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xii) the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xiii) all its rights at the Accession Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xiv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(ix) to (xiii) inclusive of Clause 3;
- (xv) all trade debts at the Accession Date or in the future owing to it;
- (xvi) all debts owing to it as described in Part VII (*Details of debts owing to the Charging Company by another member of the Group which are subject to a fixed charge*) of this Schedule;
- (xvii) all other debts at the Accession Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xviii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 2 (*Assignments*);
- (xix) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
- (xx) any beneficial interest, claim or entitlement it has in any pension fund at the Accession Date;

- (xxi) all rights, money or property accruing or payable to it at the Accession Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed;
 - (xxii) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account; and
 - (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.
3. By Clause 4 (*Creation of floating charge*) of the Accession Deed, the Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:
- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 2 (*Assignments*) or charged by any fixed charge contained in Clause 3 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
 - (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of a Permitted Disposal or Permitted Security or Security permitted under Clause 26.14(d)(ii) (*Negative Pledge*) of the Facilities Agreement or a Permitted Transaction which is referred to in paragraphs (a) or (b) of the definition of that term.

Part III

Covenants and Restrictions

1. By Clause 6.1 (*Collection Account*) of the Principal Deed, except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
2. By Clause 6.3 (*No Derogation*) of the Principal Deed, the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with their customers in the ordinary course of business or as expressly permitted pursuant to the terms of the Finance Documents.

3. By Clause 7 (*Negative Pledge and other restrictions*) of the Principal Deed, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security, Permitted Disposals, Security permitted under Clause 26.14(d)(ii) (*Negative Pledge*) of the Facilities Agreement and a Permitted Transaction which is referred to in paragraphs (a) or (b) of the definition of that term):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.
4. By Clause 11.2 (*Negative covenants*) of the Principal Deed, the Charging Company agreed that without the prior written consent of the Security Agent or where expressly permitted by the terms of the Facilities Agreement or the Mezzanine Facility Agreement it would not (amongst other things):
 - (a) exercise any power of leasing in relation to its Land, or accept surrenders of leases (except in the ordinary course of its business) of any of its Land or agree to do so, if it would be reasonably likely to materially and adversely affect its value or the value of the Security constituted by the Accession Deed;
 - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet or sublet in relation to its Land to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the Security constituted by the Accession Deed; or
 - (c) share the occupation of any Land with any other person or agree to do so, unless such action would not be reasonably likely to materially and adversely affect its value or the value of the Security constituted by the Accession Deed.
5. By Clause 12.2 (*Negative covenants*) of the Principal Deed the Charging Company agreed that it shall not without the prior written consent of the Security Agent or save where expressly permitted by the terms of the Facilities Agreement or the Mezzanine Facility Agreement:
 - (a) dispose (which shall include for this purpose a sale, assignment, lease, license, sub-license or grant of any interest in) its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights to the extent that it would be likely to materially adversely affect its value or the value of the Security constituted by the Accession Deed;
 - (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever to the extent that doing so would be reasonably likely to materially and adversely affect the value of the Security constituted by the Accession Deed;
 - (c) amend the specification of any registered trade mark included in its Intellectual Property Rights to the extent that it would be likely to materially adversely affect its value or the value of the Security constituted by the Accession Deed or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which

are the same as or similar to the goods or services for which such trade mark is registered; or

- (d) amend the specification or drawings referred to in any granted patent to the extent that it would be likely to materially and adversely affect its value.

Part IV

The Chargors

Name of Chargor	Registered Number	Address for Service and Fax Number
Greenwich Pikco Limited	05716508	Buckholt Drive Warndon Worcester WR4 9SR
Greenwich Mezzco Limited	05716513	Buckholt Drive Warndon Worcester WR4 9SR
Open International Limited (formerly known as Greenwich Acquisitionco Limited)	05716519	Buckholt Drive Warndon Worcester WR4 9SR
Open GI Limited (formerly known as Misys Financial Systems Limited)	01519547	Buckholt Drive Warndon Worcester WR4 9SR
ACT Insurance Systems Limited	02685165	Buckholt Drive Warndon Worcester WR4 9SR
Countrywide Insurance Management Limited (formerly known as Misys Insurance Management Limited)	01992860	Buckholt Drive Warndon Worcester WR4 9SR
MI Limited	03534865	Buckholt Drive Warndon Worcester WR4 9SR

Part V

**Registered Land to be mortgaged under Clause 3 (*Fixed Security*)
of the Accession Deed**

None at the Accession Date

Part VI

Specified Intellectual Property

None at the Accession Date

Part VII

**Details of debts owing to the Charging Company by another member of the Group which
are subject to a fixed charge**

None at the Accession Date

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03534865

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND CHARGE DATED THE 27th OCTOBER 2006 AND CREATED BY MI LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING COMPANY AND EACH OTHER CHARGOR TO ALL OR ANY OF THE BENEFICIARIES 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 9th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th NOVEMBER 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES