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in black type, or
bold block lettering

*Insert full name
of Company

COMPANIES FORM No. 395

215939/13

Particulars of a mortgage or charge

395

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

[491]

03437137

Name of company

* 1SOFT PLC (the **Chargor**)

Date of creation of the charge

29 October 2008

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

A supplemental deed dated 29 October 2008 (the **Supplemental Deed**) between, among others, the **Chargor** and the **Security Agent** (as defined below) amending a deed of charge over intellectual property dated 27 November 2007 (as amended and supplemented by a supplemental deed dated 29 July 2008) (the **Deed of Charge**)

Amount secured by the mortgage or charge

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 Borrower as a Borrower in respect of its obligations and liabilities under clause 22 (Guarantee and indemnity) of the Facilities Agreement to any Secured Party under any Finance Document in respect of the Target Facilities except for any obligations or liability which, if it were so included, would result in the Deed of Charge contravening any law (including section 76 of the Companies Act, Chapter 50 of Singapore) (the **Secured Liabilities**)

The term **Finance Document** includes all amendments and supplements including supplements providing for further advances

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

ABN AMRO Bank N V , London Branch, 250 Bishopsgate, London as agent and trustee for the Secured Parties (the **Security Agent**)

Postcode EC2M 4AA

Presentor's name address and
reference (if any)

Allen & Overy LLP
One Bishops Square
London
E1 6AO

For official Use (06/2005)
Mortgage Section

THURSDAY



LD2 13/11/2008 149
COMPANIES HOUSE

Time critical reference

17928-03379/ICP/FIP/MAOB

Short particulars of all the property mortgaged or charged

Please see continuation sheets

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Allen & Overy LLP

Date 13/11/2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

† 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**

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the security
 - (i) is created in favour of the Security Agent, and
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities
- (b) The Security Agent holds the benefit of the Deed of Charge on trust for the Secured Parties
- (c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Security Assets) of the Deed of Charge or Schedule 1 (Security Assets) to this form 395 does not affect the validity or enforceability of this Security

1.2 Intellectual Property

The Chargor charges by way of a first fixed charge all of its rights in respect of

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interest, this includes any Intellectual Property specified in Schedule 1 (Security Assets) of the Deed of Charge, and
- (b) the benefit of all applications and rights to use such assets,

in each case, whether registered or not and which is material to the business of the Group. For the avoidance of doubt, any Intellectual Property listed in Schedule 1 (Security Assets) of the Deed of Charge and Schedule 1 (Security Assets) to this form 395 is deemed to be material to the business of the Group.

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or allow to exist any Security on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Facilities Agreement

3. INTERPRETATION

3.1 Definitions

In this Form 395

Act means the Conveyancing and Law of Property Act, Chapter 61 of Singapore

Accession Letter means an Obligor Accession Letter, a Hedge Counterparty Accession Letter or an Ancillary Lender Accession Letter

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

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

Administrative Party means the Arranger, the Issuing Bank or an Agent

Agent means the Facility Agent or the Security Agent

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Alternative Offer has the meaning given to it in Clause 26 35(b) (Offer Closing Date) of the Facilities Agreement

Amendment and Restatement Date means the date on which the amendment and restatement of the Facilities Agreement under the Second Deed of Amendment and Restatement becomes effective

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility means any ancillary facility made available in relation to a Revolving Facility by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Facilities Agreement

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (Ancillary Facilities) of the Facilities Agreement and which (if an Affiliate of a Lender) executes an Ancillary Lender Accession Letter

Ancillary Lender Accession Letter means a document substantially in the form of Part 3 of Schedule 7 (Form of Accession Letters) of the Facilities Agreement, with such amendments as the Facility Agent and the Parent may agree

Approved Beneficiary means

- (a) in respect of the Bank Guarantee either
 - (i) the Secretary of State for Health in England as counterparty to the ESA, or
 - (ii) the issuing bank of the existing bank guarantee issued in favour of the Secretary of State for Health in England pursuant to the ESA as at the first Utilisation Date,
- (b) in respect of a Parent Letter of Credit, either a lender to the Group as at 21 August 2007 or any other person approved by the Majority Lenders, and

in respect of a Target Letter of Credit, either a lender to the Target Group as at 21 August 2007 or any other person approved by the Majority Lenders

Arranger means ABN AMRO Bank N V , London Branch

Australian Dollars or **AS** means the lawful currency for the time being of the Commonwealth of Australia

Australian Law Security Agreement means the security agreement governed by Australian law dated 30 October 2007 and entered into on or prior to the first Utilisation Date by, among others, the Parent and the Security Agent **Bank Guarantee** means the bank guarantee issued in a form agreed by the Issuing Bank and the Facility Agent on behalf of a Bank Guarantee Borrower in favour of an Approved Beneficiary in respect of obligations owed to that person under the ESA

Bank Guarantee Borrower means the Target

Bank Guarantee Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Bank Guarantee Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) and the amount of any other Bank Guarantee Commitment transferred to it under the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Bank Guarantee Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

Bank Guarantee Facility means the bank guarantee facility made available under the Facilities Agreement as described in paragraph (a)(iii) of Clause 2.1 (The Facilities) of the Facilities Agreement

Base Currency means for a Term Senior Loan and a Target Revolving Loan, Sterling and for the Term Equity Bridge Loan, Australian Dollars

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (Changes to the Obligors) of the Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Revolving Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9.9 (Affiliates of Revolving Borrowers) of the Facilities Agreement

Closing Date means (in the case of a Takeover Offer) the Takeover Offer Unconditional Date or (in the case of a Scheme) the Scheme Date

Commitment means a Term Equity Bridge Commitment, a Term Senior Commitment, a Bank Guarantee Commitment or a Revolving Facility Commitment

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Facilities Agreement

Deed of Amendment and Restatement means the deed of amendment and restatement dated 29 July 2008 between, among others, the Parent, the Chargor as obligor and ABN AMRO Bank N V , London Branch as mandated lead arranger, facility agent, issuing bank and security agent

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent

English Law Security Agreement means the security agreement governed by English law entered into or to be entered into on or prior to the first Utilisation Date by, among others, the Parent and the Security Agent

ESA means the existing systems agreement dated 21 April 2005 between the Target and the Secretary of State for Health in England concerning payment for services provided to certain National Health Service Trusts, primary care practices and other third parties

Facilities Agreement means the facilities agreement dated 15 May 2007 as amended and restated from time to time and as amended and restated on the Amendment and Restatement Date pursuant to the Second Deed of Amendment and Restatement, between, among others, the Parent, the Facility Agent and the Security Agent

Facility Agent means ABN AMRO Bank N V , London Branch

Fee Letter means any letter entered into by reference to the Facilities Agreement between one or more of the Administrative Parties and the Parent or between the Arranger, the Original Term Equity Bridge Lender and the Parent, in each case setting out the amount of certain fees referred to in the Facility Agreement

Finance Document means

- (a) the Facilities Agreement,
- (b) the Syndication Letter,
- (c) the Mandate Letter,
- (d) any Accession Letter,
- (e) any Ancillary Document,
- (f) any Compliance Certificate,
- (g) any Fee Letter,
- (h) any Hedging Agreement,
- (i) the Priority Agreement,
- (j) the Subordination Agreement,
- (k) the Investor Subordination Agreement,
- (l) any Resignation Letter,
- (m) any Selection Notice,
- (n) any Transaction Security Document,
- (o) any Utilisation Request, and

any other document designated as a "Finance Document" by the Facility Agent and the Parent

Finance Party means the Facility Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender

Fronted Instrument means the Bank Guarantee or a Letter of Credit

Group means the Parent and each of its Subsidiaries for the time being, which on and from the Closing Date shall include the Target Group

Guarantor means a Parent Guarantor or a Target Guarantor

Hedge Counterparty means a Lender or an Affiliate of a Lender acting as a provider of interest rate or foreign exchange hedging in relation to the Term Facility and which (if an Affiliate of a Lender) executes a Hedge Counterparty Accession Letter to accede to the Facilities Agreement

Hedge Counterparty Accession Letter means a document substantially in the form of Part 2 of Schedule 7 (Form of Accession Letters) of the Facilities Agreement, with such amendments as the Facility Agent and the Parent may agree

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest and/or any foreign exchange rate liabilities in relation to the Term Facility in accordance with the Facilities Agreement

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

Investor Creditor means AEP Financial Services Holdings Pty Limited (ACN 114 762 551)

Investor Subordination Agreement means the subordination agreement entered into by, among others, the Investor Creditor, the Parent and the Facility Agent subordinating the rights of the Investor Creditor against the Parent to the rights of the other Finance Parties under the Finance Documents

Issuing Bank means ABN AMRO Bank N V , London Branch.

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (Changes to the Lenders) of the Facilities Agreement,

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

Letter of Credit means a Parent Letter of Credit or a Target Letter of Credit

Loan means a Term Loan or a Revolving Loan

Majority Lenders means

- (a) (for the purposes of paragraph (a) of Clause 42.1 (Required consents) of the Facilities Agreement in the context of a waiver in relation to a proposed Utilisation under a Revolving Facility (other than a Utilisation on the first Utilisation Date) of the condition in Clause 4.2 (Further conditions precedent)) of the Facilities Agreement, a Lender or Lenders whose Revolving Facility Commitments under the relevant Revolving Facility aggregate more than 66 2/3 per cent of the Total Revolving Facility Commitments under that Revolving Facility, and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66 2/3 per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 2/3 per cent of the Total Commitments immediately prior to that reduction), provided that, until the Senior Discharge Date, any Term Equity Bridge Commitment shall be ignored for the purposes of determining both the aggregate Commitments of a Lender and the Total Commitments

Mandate Letter means the mandate letter dated 21 August 2007 between the Parent and the Arranger

Obligor means a Borrower or a Guarantor

Obligor Accession Letter means a document substantially in the form of Part 1 of Schedule 7 (Form of Accession Letters) of the Facilities Agreement, with such amendments as the Facility Agent and the Parent may agree

Offer means the offer by the Parent for the Target Shares to be made in accordance with the Facilities Agreement either by means of a Scheme or a Takeover Offer (including where the means of effecting the Offer is changed pursuant to Clause 26.35 (Offer Closing Date)) of the Facilities Agreement

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

Original Lenders means ABN AMRO Bank N V, London Branch and AEP Financial Services Holdings Pty Limited

Original Term Equity Bridge Lender means AEP Financial Services Holdings Pty Limited, in its capacity as Original Lender under the Term Equity Bridge Facility

Parent means IBA HEALTH GROUP LIMITED (formerly IBA HEALTH LIMITED) (ABN 66 063 539 702) a company registered in Victoria, Australia and incorporated under the laws of Australia

Parent Guarantor means the Parent or an Additional Guarantor that is a member of the Group (excluding the Target Group), unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Facilities Agreement

Parent Letter of Credit means

- (a) a letter of credit, substantially in the form set out in Schedule 12 (Form of Letter of Credit) of the Facilities Agreement or in any other form requested by a Parent Revolving Borrower and agreed by the Facility Agent and the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Parent Revolving Borrower and agreed by the Facility Agent and the Issuing Bank

Parent Revolving Borrower means the Parent or an Additional Borrower which

- (a) is not a member of the Target Group, and
- (b) has become a Parent Revolving Borrower pursuant to an Obligor Accession Letter

Parent Revolving Facility means the revolving credit facility made available under the Facilities Agreement as described in paragraph (a)(v) of clause 2.1 (The Facilities) of the Facilities Agreement

Parent Revolving Facility Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Parent Revolving Facility Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) of the Facilities Agreement and the amount of any other Parent Revolving Facility Commitment transferred to it under the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Parent Revolving Facility Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced (including, without limitation, under clause 2 (Increase and reduction of Commitments) of the Deed of Amendment and Restatement) or transferred by it under the Facilities Agreement

Parent Revolving Loan means a loan made or to be made under the Parent Revolving Facility or the principal amount outstanding for the time being of that loan

Party means a party to the Deed of Charge

Priority Agreement means the priority agreement dated 21 August 2007 (and amended and restated on the Amendment and Restatement Date pursuant to the Deed of Amendment and Restatement) between, among others, the Parent, the Finance Parties (in various capacities) and the Security Agent

Receiver means a receiver and manager or a receiver, in each case, appointed under the Deed of Charge

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Facilities Agreement

Revised Press Release means the press announcement (in the form agreed with the Arranger prior to its issue or in any other form issued in accordance with the Facilities Agreement) to be released by the Parent on or following 21 August 2007 to announce the terms of the Offer (by way of a Scheme)

Revolving Borrower means a Parent Revolving Borrower or a Target Revolving Borrower

Revolving Facility means the Parent Revolving Facility or the Target Revolving Facility

Revolving Facility Commitment means the Parent Revolving Facility Commitment or the Target Revolving Facility Commitment

Revolving Loan means a Parent Revolving Loan or a Target Revolving Loan

Scheme means a scheme of arrangement under Section 425 of the Companies Act 1985 in respect of the Target, pursuant to which IBA UK subscribes for all of the new shares issued in the Target in conjunction with the Target cancelling all of its share capital existing immediately before that scheme of arrangement becoming effective (and, for the avoidance of doubt, pursuant to which the terms of the scheme of arrangement originally posted in connection with the acquisition of the Target Shares previously contemplated by the Parent will be amended, replaced or substituted)

Scheme Date means the date on which a Scheme becomes effective, being the later of the dates on which

- (a) an office copy of an appropriate court order sanctioning the Scheme has been delivered to and registered by the registrar of companies for registration, and
- (b) a certificate of registration is issued by the registrar of companies under Section 138 of the Companies Act 1985 evidencing registration of the order and minute (approved by the court) and giving effect to the reduction in the Target's share capital associated with the Scheme

Second Deed of Amendment and Restatement means the deed dated 29 October between, among others, the Obligors and the Facility Agent in respect of the Facilities Agreement

Secured Parties means each Finance Party from time to time party to the Facilities Agreement, any Receiver or Delegate

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 Assets means all assets of the Chargor the subject of the Security

Security Period means the period beginning on the date of the Deed of Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Selection Notice means a notice substantially in the form set out in Part 3 of 15 (Requests) (in accordance with clause 14 (Interest Periods)) of the Facilities Agreement in relation to a Term Facility

Senior Discharge Date has the meaning given to it in the Priority Agreement

Subordination Agreement means the subordination agreement entered into by, among others, members of the Group and the Facility Agent subordinating the rights of intra-group creditors to the Obligors to the rights of the Finance Parties under the Finance Documents

Subsequent Press Release means any press announcement (in the form agreed with the Arranger prior to its issue or in any other form issued in accordance with the Facilities Agreement) released by the Parent after the date of the Revised Press Release setting out the terms of the Alternative Offer in accordance with the Facilities Agreement

Subsidiary means an entity

- (a) which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, or
- (b) which is treated as a subsidiary in the latest financial statements of that person from time to time

Syndication Letter means the syndication letter dated 21 August 2007 between the Parent and the Arranger

Takeover Offer means a voluntary takeover offer (as defined in Part 28 of the Companies Act 2006) for the Target Shares (other than any Target Shares acquired or agreed to be acquired by the Parent or any member of the Group prior to such Offer being made) to be made by the Parent (or another member of the Group nominated by the Parent with the approval of the Majority Lenders) on the terms and conditions referred to in the Subsequent Press Release or as those terms and conditions may be amended in compliance with the Facilities Agreement

Takeover Offer Unconditional Date means the date on which the Takeover Offer has become or is declared unconditional in all respects

Target means iSOFT Group plc, a company incorporated under the law of England and Wales with registered number 03716736

Target Facility means the Term Senior Facility, the Term Equity Bridge Facility, the Bank Guarantee Facility or the Target Revolving Facility

Target Group means the Target and its Subsidiaries

Target Guarantor means an Additional Guarantor that is a member of the Target Group, unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Facilities Agreement

Target Letter of Credit means

- (a) a letter of credit, substantially in the form set out in Schedule 12 (Form of Letter of Credit) of the Facilities Agreement or in any other form requested by a Target Revolving Borrower (or the Parent on its behalf) and agreed by the Facility Agent and the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Target Revolving Borrower (or the Parent on its behalf) and agreed by the Facility Agent and the Issuing Bank

Target Revolving Borrower means the Target or an Additional Borrower which.

- (a) is a member of the Target Group, and
- (b) has become a Target Revolving Borrower pursuant to an Obligor Accession Letter

Target Revolving Facility means the revolving credit facility made available under the Facilities Agreement as described in paragraph (a)(iv) of Clause 2.1 (The Facilities) of the Facilities Agreement

Target Revolving Facility Commitment means, subject to clause 2 (Increase and reduction of Commitments) of the Deed of Amendment and Restatement)

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Target Revolving Facility Commitment" in Part 2 or Part 3 of Schedule 1 (the Original Parties) and the amount of any other Target Revolving Facility Commitment transferred to it under the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Target Revolving Facility Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced (including, without limitation, under clause 11.2 (Automatic cancellation of Target Revolving Facility Commitments of the Facilities Agreement) or transferred by it under the Facilities Agreement

Target Revolving Loan means a loan made or to be made under the Target Revolving Facility or the principal amount outstanding for the time being of that loan

Target Shares means the issued shares in respect of the share capital of the Target and shares in respect of the share capital of the Target that may be issued prior to the Closing Date

Term Equity Bridge Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Term Equity Bridge Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) of the Facilities Agreement and the amount of any other Term Equity Bridge Commitment transferred to it under the Facilities Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Term Equity Bridge Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

Term Equity Bridge Facility means the term loan facility made available under the Facilities Agreement as described in paragraph (a)(ii) of clause 2.1 (The Facilities) of the Facilities Agreement

Term Equity Bridge Loan means a loan made or to be made under the Term Equity Bridge Facility or the principal amount outstanding for the time being of that loan, being A\$60,002,549 at the Amendment and Restatement Date

Term Facility means the Term Equity Bridge Facility or the Term Senior Facility

Term Loan means a Term Equity Bridge Loan or a Term Senior Loan

Term Senior Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Term Senior Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties)

and the amount of any other Term Senior Commitment transferred to it under the Facilities Agreement, and

- (b) in relation to any other Lender, the amount in the Base Currency of any Term Senior Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced (including, without limitation, under clause 2 (Increase and reduction of Commitments) of the Deed of Amendment and Restatement) or transferred by it under the Facilities Agreement

Term Senior Facility means the term loan facility made available under the Facilities Agreement as described in paragraph (a)(i) of Clause 2.1 (The Facilities) of the Facilities Agreement

Term Senior Loan means a loan made or to be made under the Term Senior Facility or the principal amount outstanding for the time being of that loan

Total Bank Guarantee Commitments means the aggregate of the Bank Guarantee Commitments, being zero at 31 July 2008

Total Commitments means the aggregate of the Total Term Senior Commitments, the Total Bank Guarantee Commitments, the Total Parent Revolving Facility Commitments and the Total Target Revolving Facility Commitments, being £107,500,000 at the Amendment and Restatement Date and the aggregate of the Total Term Equity Bridge Commitments, being A\$60,002,549 at the Amendment and Restatement Date

Total Parent Revolving Facility Commitments means the aggregate of the Parent Revolving Facility Commitments, being zero at 31 July 2008

Total Revolving Facility Commitments means the Total Parent Revolving Facility Commitments or the Total Target Revolving Facility Commitments

Total Target Revolving Facility Commitments means the aggregate of the Target Revolving Facility Commitments, being £47,500,000 at the Amendment and Restatement Date

Total Term Equity Bridge Commitments means the aggregate of the Term Equity Bridge Commitments, being A\$60,002,549 at the Amendment and Restatement Date
Total Term Senior Commitments means the aggregate of the Term Senior Commitments, being £60,000,000 at the Amendment and Restatement Date

Transaction Security Documents means

- (a) the English Law Security Agreement,
- (b) the Australian Law Security Agreement,
- (c) any document required to be delivered to the Facility Agent under paragraph 15 of Part 3 of Schedule 2 (Conditions precedent) of the Facilities Agreement, and
- (d) 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

Utilisation means a Loan or a Fronted Instrument

Utilisation Date means the date on which a Utilisation is made

Utilisation Request means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Requests) of the Facilities Agreement

A Finance Document or any other agreement or instrument is a reference to that finance document of other agreement or instrument as amended, novated, supplemented, extended or restated

SCHEDULE 1

SECURITY ASSETS

INTELLECTUAL PROPERTY

Chargor/Proprietor	Type of Intellectual Property	Class	Country of Application	Application No.	Status	Registration Number
iSOFT plc	Trademark	9	Singapore	T0205183I	Registered	T0205183I
iSOFT plc	Trademark	16	Singapore	T0205184G	Registered	T0205184G
iSOFT plc	Trademark	42	Singapore	T0205185E	Registered	T0205185E



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3437137

CHARGE NO. 49

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 29
OCTOBER 2008 AND CREATED BY I SOFT PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH
BORROWER TO ANY SECURED 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 13 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 NOVEMBER
2008

D. Sele.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES