

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT for**
You cannot use this form to regis-
ter particulars of a charge for a Scott
company. To do this, please use
form MG01s.

MONDAY



LD2 18/01/2010 397
COMPANIES HOUSE

1 Company details

Company number 03437137

Company name in full iSOFT Plc (the **Chargor**)

For official use
51

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 30 12 2009

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Security Agreement dated 30 December 2009 between, amongst others, the
Chargor and the Security Agent (as defined below) (the **Deed**).

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

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 (as defined below) to
any Secured Party (as defined below) under any
Finance Document (as defined below), except, in
each case, for any obligation or liability which,
if it were so included, would result in the Deed
contravening any law (the **Secured Liabilities**).

Continuation page

Please use a continuation page if
you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name

Barclays Bank PLC (the **Security Agent**)

Address

Agency Team, 5 The North Colonnade, Canary Wharf

London as agent and/or trustee for the Secured Parties

Postcode

E 1 4 4 B B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

Please see the attached continuation sheets.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Allen & Overy LLP 18/1/10 X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name James Lockwood (BK:13112403)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 (0)20 3088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

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1. CREATION OF SECURITY

1.1 General

(a) All the Security created under the Deed:

- (i) is created in favour of the Security Agent;
- (ii) is created over present and future assets of the Chargor; and
- (iii) is security for the payment, discharge and performance of all the Secured Liabilities.

(b) If the Chargor assigns an agreement under the Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

- (i) the Chargor must notify the Security Agent immediately;
- (ii) the assignment or charge will not take effect until that consent is obtained;
- (iii) the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable; and
- (iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.

(c) The Security Agent holds the benefit of the Deed on trust for the Secured Parties.

1.2 Land

(a) The Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any material freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property; this includes any freehold or leasehold property specified in Part 1 of schedule 2 (Security Assets) to the Deed opposite its name (which is duplicated in the Schedule to this Form MG01 under the heading "Real Property"); and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (a)(i) above) by way of first fixed charge all estates or interests in any

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freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property.

(b) A reference in the Deed to any freehold or leasehold property includes:

- (i) all buildings, erections and Fixtures; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants to the extent that the Chargor is entitled to the benefit of such covenants.

1.3 Equipment and fixed assets

The Chargor charges by way of first fixed charge all equipment and fixed assets owned by it and its interest in any equipment or fixed assets in its possession which, in each case, is material to the business of the Group.

1.4 Investments

(a) The Chargor charges:

- (i) by way of an equitable mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf; this includes any specified in part 2 of schedule 2 (Security Assets) to the Deed opposite its name (which is duplicated in the Schedule to this Form MG01 under the heading "Shares" opposite its name); and
- (ii) by way of a first fixed charge its interest in all other stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf.

(b) The Security Agent has the right to convert the equitable mortgage granted under paragraph (a)(i) above into a legal mortgage at any time on or after the date on which the Security under the Deed becomes enforceable.

(c) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;

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(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(iii) any right against any clearance system; and

(iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account it has with any person and the debt represented by that account.

1.6 Insurances

(a) The Chargor assigns absolutely (to the extent permitted by any applicable law), subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its insurances in relation to its business and assets and all of its rights in connection with those amounts.

(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above.

(c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.

1.7 Other contracts

(a) The Chargor assigns absolutely (to the extent permitted by any applicable law), subject to a proviso for re-assignment on redemption, all of its rights in respect of:

(i) its Relevant Contracts;

(ii) any receivable owed to it;

(iii) any letter of credit issued in its favour;

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(iv) any bill of exchange or other negotiable instrument held by it; and

(v) its interests as a partner in the Partnership.

(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

1.8 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 interests; this includes the Intellectual Property specified in part 5 of schedule 2 (Security Assets) to the Deed (which is duplicated in the Schedule to this Form MG01 under the heading "Intellectual Property"); 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 part 5 of schedule 2 (Security Assets) to the Deed is deemed to be material to the business of the Group.

1.9 Hedging Agreements

(a) The Chargor assigns absolutely (to the extent permitted by any applicable law), subject to a proviso for re-assignment on redemption, all of its rights in respect of any Hedging Agreements to which it is a party.

(b) Subject to the terms of the Facilities Agreement and the Intercreditor Agreement, prior to the Security becoming enforceable in accordance with the terms of the Deed, the Chargor may exercise its rights (including to receive payments of money) under the Hedging Agreements.

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1.10 Miscellaneous

The Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

1.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed.
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) a Declared Default is outstanding;
 - (ii) the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (Restrictions on dealings) of the Deed.
- (c) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets:

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- (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator;
 - (ii) on the convening of any meeting of the partners/members of the Chargor to consider a resolution to wind the Chargor up;
 - (iii) on the Commissioner of Taxation or his delegate or successor signing a notice under:
 - (A) s255 of the *Income Tax Assessment Act 1936* (Cth);
 - (B) s260-5 of schedule 1 of the *Taxation Administration Act 1953* (Cth); or
 - (C) any similar legislation,
 which may affect that asset; or
 - (iv) on a governmental body taking any step which may result in an amount of Tax or an amount owing to a governmental body ranking ahead of the floating charge with respect to that asset.
 - (d) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under the Deed or any other Finance Document.
- 2. INVESTMENTS**
- 2.1 Voting rights**
- (a) Before the Security under the Deed becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments unless the exercise of such rights and/or powers is reasonably likely to be materially prejudicial to the validity or enforceability of the Security under the Deed or would impair the value of the Investments charged.
 - (b) After the Security under the Deed becomes enforceable, only the Security Agent or its nominee may exercise or refrain from exercising:
 - (i) any voting rights; and

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(ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor.

(c) To the extent that the Investments remain registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after the Security under the Deed becomes enforceable.

(d) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of its Investments on the direction of the Chargor.

2.2 Dividends

Before the Security under the Deed becomes enforceable, the Chargor may continue to receive payments of dividends in respect of its Investments unless otherwise prohibited under a Finance Document.

3. 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.

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In this Form MG01:

Acceptable Bank means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Agent.

Accession Deed means a document substantially in the form set out in schedule 7 (Form of Accession Deed) to the Facilities Agreement.

Accounting Principles means:

- (a) the accounting principles applicable for the purposes of the Corporations Act;
- (b) the requirements of the Corporations Act for the preparation and content of financial reports, directors' reports and auditors' reports; and
- (c) generally accepted and consistently applied accounting principles and practices in Australia, except those inconsistent with the standards or requirements referred to in paragraph (a) or (b) above.

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 32 (Changes to the Obligors) of the Facilities Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 32 (Changes to the Obligors) of the Facilities Agreement.

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.

Agent means Barclays Bank PLC as agent under the Facilities Agreement.

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

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the Facilities Agreement.

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Please give the short particulars of the property mortgaged or charged.

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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.

Arranger means Barclays Capital, KfW IpeX-Bank GmbH, The Governor and Company of the Bank of Ireland, Clydesdale Bank plc, Westpac Banking Corporation and Abbey National Treasury Services plc as mandated lead arrangers (whether acting individually or together).

Base Currency means Sterling.

Borrower means the Term Borrower or a Revolving Borrower.

Cash Equivalent Investments means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the UK, Australia, New Zealand, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
 - (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in the United States of America, the UK, any member state of the European Economic Area or any Participating Member State, Australia or New Zealand;
 - (iii) which matures within one year after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

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(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (iii) can be turned into cash on not more than 30 days' notice; or

(f) any other debt security approved by the Majority Lenders,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

Commitment means a Term Commitment or Revolving Commitment.

Company means iSOFT Group plc registered in England and Wales with number 03716736.

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

Corporations Act means the Corporations Act 2001 of the Commonwealth of Australia.

Declared Default means an Event of Default which is continuing and in respect of which the Agent has notified the Parent or the Company (including any notice served on the Parent or the Company under clause 28.20 (Acceleration) of the Facilities Agreement).

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

Event of Default means any event or circumstance specified as such in clause 28 (Events of Default) of the Facilities Agreement.

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Facilities Agreement means the £120,000,000 single currency term and multicurrency revolving facilities agreement dated 23 December 2009 between among others, the Parent, the Lenders, the Agent and the Security Agent.

Facility means the Term Facility or the Revolving Facility.

Fee Letter means:

- (a) any letter or letters dated on or about the date of the Facilities Agreement between an Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in clause 17 (Fees) of the Facilities Agreement; and
- (b) any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of clause 2.2 (Increase), clause 17.4 (Fees payable in respect of Letters of Credit) or clause 17.5 (Interest, commission and fees on Ancillary Facilities) of the Facilities Agreement or under any other Finance Document.

Finance Document means:

- (a) any Accession Deed;
- (b) any Ancillary Document;
- (c) any Compliance Certificate;
- (d) the Facilities Agreement;
- (e) any Fee Letter;
- (f) any Hedging Agreement;
- (g) the Intercreditor Agreement;
- (h) any Resignation Letter;
- (i) any Selection Notice;
- (j) any Transaction Security Document;
- (k) any Utilisation Request; and
- (l) any other document designated as a "Finance Document" by the Agent and the Parent,

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provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of:

- (i) the definition of Material Adverse Effect;
- (ii) paragraph (a) of the definition of Permitted Transaction;
- (iii) the definition of Transaction Security Document;
- (iv) paragraph (a)(iv) of clause 1.2 (Construction) of the Facilities Agreement;
- (v) clause 23 (Guarantee and Indemnity) of the Facilities Agreement; and
- (vi) clause 28 (Events of Default) (other than paragraph (b) of clause 28.15 (Repudiation and rescission of agreements) and clause 28.20 (Acceleration) of the Facilities Agreement).

Finance Lease means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease.

Finance Party means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender **provided that** where the term "Finance Party" is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (a) the definition of Secured Parties;
- (b) paragraph (a)(i) of clause 1.2 (Construction) of the Facilities Agreement;
- (c) paragraph (c) of the definition of Material Adverse Effect;
- (d) clause 23 (Guarantee and Indemnity) of the Facilities Agreement; and
- (e) clause 34 (Conduct of business by the Finance Parties) of the Facilities Agreement.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

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- (c) any note purchase facility or the issue of bonds notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of Finance Leases;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis (other than customary recourse for breach of warranty) and meet any requirement for de-recognition under the Accounting Principles);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post retirement benefit scheme;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under the Accounting Principles;
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in the Chargor's Mortgaged Property.

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

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 32 (Changes to the Obligors) of the Facilities Agreement.

Hedge Counterparty means:

- (a) any Original Hedge Counterparty; and
- (b) any person which has become a Party as a Hedge Counterparty in accordance with clause 29.9 (Accession of Hedge Counterparties) of the Facilities Agreement

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facilities or otherwise which the Hedging Letter requires to be hedged.

Hedging Letter means the letter dated on or before the date of the Facilities Agreement and made between the Agent and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrowers of, and in relation to, the Facilities.

Holding Account means an account:

- (a) held 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 Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent, acting reasonably, and (where applicable) based on similar Transaction Security Documents,

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

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

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Short particulars

Intellectual Property means:

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

Intercreditor Agreement means the intercreditor agreement dated 23 December 2009 and made between, among others, the Parent, the Obligors, the Security Agent, the Lenders, the Ancillary Lenders and the Hedge Counterparties.

Investments means:

- (a) the Shares; and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,

which the Chargor purports to mortgage or charge under the Deed.

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 2.2 (Increase), clause 29 (Changes to the Lenders) or clause 31 (Permitted Incremental Indebtedness) of the Facilities Agreement,

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

Letter of Credit means:

- (a) a letter of credit, substantially in the form set out in schedule 12 (Form of Letter of Credit) to the Facilities Agreement or in any other form requested by the Parent and agreed by the Agent with the prior consent of the Majority Lenders; or

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Particulars of a mortgage or charge

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- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower and agreed by the Agent with the prior consent of the Majority Lenders.

Majority Lenders means:

- (a) for the purposes of paragraph (a) of clause 42.2 (Required consents) of the Facilities Agreement in the context of a waiver in relation to a proposed Revolving Utilisation of the condition in clause 4.2 (Further conditions precedent) of the Facilities Agreement, a Lender or Lenders whose Revolving Commitments aggregate more than 66⅔ per cent. of the Total Revolving Commitments; and
- (b) in any other case, a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of the Total Commitments immediately prior to that reduction).

Mandatory Prepayment Account means an interest-bearing account:

- (a) held by an Obligor 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 Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; 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).

Material Adverse Effect means a material adverse effect on:

- (a) the business, assets or financial condition of the Group taken as a whole; or
- (b) the ability of the Obligors taken as a whole to perform their obligations under the Finance Documents; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance

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Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Mortgaged Property means all freehold and leasehold property which the Chargor purports to mortgage or charge under the Deed.

Obligor means a Borrower or a Guarantor.

Original Borrower means the Company.

Original Guarantor means the Subsidiaries of the Parent listed in part 1 of schedule 1 (The Original Parties) to the Facilities Agreement as original guarantors together with the Parent.

Original Hedge Counterparties means the persons (if any) listed in part 4 of schedule 1 (The Original Parties) to the Facilities Agreement as hedge counterparties.

Original Lender means the financial institutions listed in part 2 and part 3 of schedule 1 (The Original Parties) to the Facilities Agreement as lenders.

Parent means iSOFT Group Limited (ACN 063 539 702 / ABN 66 063 539 702) a company registered in Victoria, Australia and incorporated under the laws of Australia.

Participating Member State means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

Partnership means IBA (Australia) LP.

Party means a party to the Facilities Agreement.

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Permitted Transaction means:

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents;
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group; or
- (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms.

Quasi-Security has the meaning given to that term in clause 27.13 (Negative pledge) of the Facilities Agreement.

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

Relevant Contract means in relation to the Chargor any agreement specified in part 3 of schedule 2 (Security Assets) to the Deed opposite its name (which is duplicated in the Schedule to this Form MG01 under the heading "Relevant Contracts" opposite its name).

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

Revolving Borrower means an Original Borrower under the Revolving Facility identified as such in part 1 of schedule 1 (The Original Parties) to the Facilities Agreement or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 32 (Changes to the Obligors) of the Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a 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 Borrowers) of the Facilities Agreement.

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Revolving Commitment means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Commitment" in part 2 or part 3 of schedule 1 (The Original Parties) to the Facilities Agreement and the amount of any other Revolving Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2.2 (Increase) of the Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2.2 (Increase) or clause 31 (Permitted Incremental Indebtedness) of the Facilities Agreement,

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

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

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

Revolving Utilisation means a Revolving Loan or a Letter of Credit.

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 Account means in relation to the Chargor:

- (a) its Holding Account (if any); and
- (b) its Mandatory Prepayment Account (if any).

Security Assets means all assets of the Chargor the subject of the Security under the Deed.

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Selection Notice means a notice substantially in the form set out in part 3 of schedule 3 (Requests and Notices) to the Facilities Agreement given in accordance with clause 15 (Interest Periods) of the Facilities Agreement in relation to a Term Facility.

Shares means all shares in any member of the Group the subject of the Security under the Deed.

Sterling or £ means the lawful currency for the time being of the UK.

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.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Term Borrower means the Company.

Term Commitment means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Term Commitment" in part 2 or part 3 of schedule 1 (The Original Parties) to the Facilities Agreement and the amount of any other Term Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2.2 (Increase) of the Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Term Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2.2 (Increase) of the Facilities Agreement,

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

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Term 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.

Termination Date means the date falling 42 months after the date of the Facilities Agreement.

Total Commitments means the aggregate of the Total Term Commitments and the Total Revolving Commitments, being £120,000,000 at the date of the Facilities Agreement (or, as applicable, to the extent increased in accordance with the terms of the Facilities Agreement).

Total Revolving Commitments means the aggregate of the Revolving Commitments, being £60,000,000 at the date of the Facilities Agreement and, if applicable, the amount by which the Total Revolving Commitments has been increased in accordance with clause 31 (Permitted Incremental Indebtedness) of the Facilities Agreement.

Total Term Commitments means the aggregate of the Term Commitments, being £60,000,000 at the date of the Facilities Agreement.

Transaction Security means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in paragraph 2(e) of part 1 of schedule 2 (Conditions Precedent) of the Facilities Agreement and any document required to be delivered to the Agent under paragraph 16 of part 2 of schedule 2 (Conditions Precedent) to 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.

Treasury Transactions means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

UK means the United Kingdom.

Utilisation Request means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests and Notices) to the Facilities Agreement.

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In the Deed and in this form MG01, reference to:

- (a) a Finance Document includes all amendments and supplements including supplements providing for further advances; and
- (b) **the Security under the Deed** means any Security created, evidenced or conferred by or under the Deed.

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Particulars of a mortgage or charge

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Short particulars

SCHEDULE

SECURITY ASSETS

REAL PROPERTY

Tenure (Freehold/Leasehold)	Property Description (full address)	Title Number
Leasehold	45 St Georges Terrace Perth, WA, 6000	Not specified
Leasehold	Levels 26 and 27 (part), Darling Park Tower 2, 201 Sussex Street, Sydney NSW 2000	Folio Identifiers 12 and 17/801770, 60/1009964 and 42/86469
Leasehold	60 Kingsford Smith Drive, Albion, Queensland	18324179
Leasehold	Level 1, 19 Shierlaw Avenue, Canterbury, Victoria 3126	Volume 8149 Folio 476
Leasehold	Level 1, 19 Shierlaw Avenue, Canterbury, Victoria 3126	Lots 1 and 2 on Plan of Subdivision 32557
Leasehold	Level 1, 19 Townsend Street, Phillip ACT 2606	Tenancy 1 in SLP 5989

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SHARES

Name of company in which shares are held	Chargor	Class of shares held	Number of shares held
IBA Health (Europe) Holdings Limited	iSOFT Group Limited	Ordinary Shares	91,182,209
iSOFT eHealth Pty Limited	iSOFT Group Limited	Ordinary Share	1
iSOFT Solutions Pty Ltd	iSOFT Group Limited	Ordinary Share	180,811,202
iSOFT (Primary Care) Pty Ltd	iSOFT Group Limited	Ordinary Share	500,000,000
iSOFT Health Pty Ltd	iSOFT Group Limited	Ordinary Share	2
iSOFT Holdings Pty Limited	iSOFT Group Limited	Ordinary Share	2,000,000
HAS Solutions (UK) Limited	HAS Solutions Pty Ltd	Ordinary Share	1000
HAS Solutions Pty Ltd	iSOFT Medical Systems Limited	Ordinary Share	9,120,000
	Dawriver Pty Ltd	Ordinary Share	14,880,000

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Name of company in which shares are held	Chargor	Class of shares held	Number of shares held
		Redeemable Preference Share	1
Dawriver Pty Limited	iSOFT Medical Systems Limited	Ordinary Share	125
Eclipsys Australia Pty Limited	iSOFT Holdings Pty Limited	Ordinary Share	2
		Redeemable Preference Share	969,000
iSOFT Healthcare Systems Pty Limited	iSOFT Holdings Pty Limited	Ordinary Share	2
iSOFT Australia Pty Limited	iSOFT Holdings Pty Limited	Ordinary Share	2,000,002
Paramedical Pty Ltd	iSOFT Holdings Pty Limited	Ordinary Share	3,761,277
Patient Safety International Pty Ltd	iSOFT Group Limited	Ordinary Share	6,447,101
		Redeemable Preference Share	580,000

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

Name of company in which shares are held	Chargor	Class of shares held	Number of shares held
iSOFT Systems Pty Ltd	iSOFT Group Limited	Ordinary	1,312,442

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Particulars of a mortgage or charge

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Short particulars

INTELLECTUAL PROPERTY

(A) Registered Trade Marks

Registered Proprietor	Class	Status	Registration number
HAS Solutions Pty Ltd	9, 42	Registered	865983
HAS Solutions Pty Ltd	9, 42	Registered	865985
HAS Solutions Pty Ltd	9	Registered	865982
iSOFT Group Limited (formerly IBA Health Limited)	9, 42	Filed	1292848
iSOFT Group Limited (formerly IBA Health Limited)	9, 38	Registered	892688
iSOFT Group Limited (formerly IBA Health Limited)	9, 35, 37, 38, 42	Registered	890009
iSOFT Group Limited	41	Filed	1319331
iSOFT Plc	9, 16, 42	Registered	909498

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iSOFT Plc	42	Registered	809885
iSOFT Plc	42	Registered	808746

(B) Registered Patents

Title: Data input method

Country Australia

**Application
Number:** 2007228610

Filing date: 18/03/2006

Applicant: iSOFT Applications Limited

Publication date: 27/09/2007

Status: Filed

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Particulars of a mortgage or charge

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Title: Family Tree Viewer: Graphical User Interface

Description: A graphical user interface displaying data relating to the family of a patient in a medical information system

Country Australia

Application Number: 2009208058

Filing date: 30-Jun-09

Applicant: iSOFT Applications Limited

Publication date: 7-Aug-09

Status: Filed

Title: Image browser: Graphical User Interface

Description: A graphical user interface for displaying hierarchically organised heterogeneous data in a medical information system

Country Australia

Application Number: 2009208062

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Filing date: 30-Jun-09

Applicant: iSOFT Applications Limited

Publication date: 7-Aug-09

Status: Filed

Title: Sticky Note: Graphical User Interface

Description: A graphical user interface facilitating informal asynchronous communication in a medical information system

Country Australia

Application Number: 2009208059

Filing date: 30-Jun-09

Applicant: iSOFT Applications Limited

Publication date: 7-Aug-09

Status: Filed

RELEVANT CONTRACTS

None specified on the date of the Deed.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3437137
CHARGE NO. 51**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
DECEMBER 2009 AND CREATED BY I SOFT PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
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 25 OF THE COMPANIES ACT
2006 ON THE 18 JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JANUARY
2010**



Companies House
— for the record —



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