

45424/10

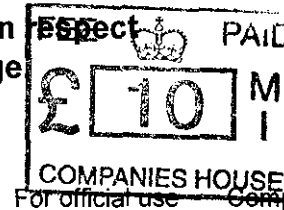
395

## Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in  
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

02774580

Name of company

\* MISYS HEALTHCARE SYSTEMS (INTERNATIONAL) LIMITED

Date of creation of the charge

15 JULY 2003

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

RENT DEPOSIT DEED

Amount secured by the mortgage or charge

The payment of all sums, whether actual or contingent, due to the Landlord under the  
Lease or on its expiry or under the terms of this Deed:

- (a) to make good any loss or damage to the Landlord arising from any breach by the  
Tenant of the Covenants;
  - (b) to make good any dilapidations to the Premises at the end of the term of the Lease;
  - (c) to make good any loss or damage to the Landlord arising from any breach by the  
Tenant of the terms of this Deed;
- cont'd .....

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

Ericsson Limited whose registered office is at Telecommunications  
Centre, Ericsson Way, Burgess Hill, West Sussex

Postcode RH15 9UB

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

Eversheds LLP  
115 Colmore Row  
Birmingham  
B3 3AL

P/Sa

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0129  
04/08/03

A first fixed equitable charge to the Landlord over the Deposit Balance given by the Tenant with full title guarantee as continuing security for the Secured Liabilities. The "Deposit Balance" is defined in the Rent Deposit Deed as the balance from time to time standing to the credit of the Deposit Account and the "Deposit Account" is defined as a separate interest-bearing deposit account opened with the Landlord's bank or the bank of the Landlord's managing agents ("the Bank").

On the date of the Rent Deposit Deed, the Tenant paid to the Landlord £85,563.50 (eighty five thousand five hundred and sixty three pounds and fifty pence) (initial yearly rent reserved by the Lease) which was paid into the Deposit Account.

The Rent Deposit Deed contains the following provisions:

cont'd .....

Particulars as to commission allowance or discount (note 3)

Signed

*Chris Heald*

Date 4 August 2003

On behalf of [company] [mortgagee/chargee]

MISYS HEALTHCARE SYSTEMS

## 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Please do not write in this margin

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

7  
95

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

02774580

Name of Company

MISYS HEALTHCARE SYSTEMS (INTERNATIONAL) LIMITED

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(d) to make good any loss or damage to the Landlord arising from an Event of Default, including any sums for which the Landlord is entitled to prove in the winding up or bankruptcy of the Tenant whether or not following a disclaimer of the Lease; and

(e) to pay all legal and other costs, charges and expenses incurred by the Landlord in relation to paragraphs (a) to (d) of this definition

(the "Secured Liabilities")

The "Lease" is defined as a lease of the Premises dated 15 JULY 2003 made between (1) Ericsson Limited and (2) Misys Healthcare Systems (International) Limited together with any documents supplemental to it.

The "Premises" are defined as the premises known as Building 1 , Woodlands Court, Albert Drive, Burgess Hill, West Sussex and are more particularly defined in the Lease. The Landlord is Ericsson Limited and the Tenant is Misys Healthcare Systems (International) Limited.

The "Covenants" are defined as the obligations and conditions in the Lease to be complied with by a tenant of the Lease, including obligations to pay the rent.

"Event of Default" is defined as one or more of the following events:-

(a) the disclaimer of the Lease by the Crown or by a liquidator or trustee in bankruptcy of the Tenant;

(b) if the Tenant is a company, the Tenant is struck off the register of companies or otherwise ceases to exist; and

(c) the forfeiture of the Lease

References to "this Deed" are to the Rent Deposit Deed.

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

1. The Landlord acknowledges that:-

(A) The Deposit Balance is and remains beneficially the property of the Tenant, subject to the charge created by the Rent Deposit Deed and the Bank has been notified in writing of this fact; and

(B) It will not make any withdrawals from the Deposit Account except on the terms of this Deed.

2. The Tenant is not to create any other legal or equitable charge (whether fixed or floating), lien or encumbrance over the Deposit Balance whether ranking in priority to, equal with or behind the security created by this Deed.

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

**FILE COPY**



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

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

COMPANY No. 02774580

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 15th JULY 2003 AND CREATED BY MISYS HEALTHCARE SYSTEMS (INTERNATIONAL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ERICSSON LIMITED 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 4th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*Handwritten signature*