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COMPANIES FORM No. 395

21626213

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.

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[151]

03716736

Name of company

* ISOFT GROUP PLC (the **Chargor**)

Date of creation of the charge

14 February 2008

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

A Supplemental Security Agreement dated 14 February 2008 (the **Supplemental Security Agreement**) between the Chargor and the Security Agent (as defined below)

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 the Target Facilities and each Target Guarantor 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 obligation or liability which, if it were so included, would result in the Supplemental Security Agreement contravening any law including section 151 of the Companies Act 1985 (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)

(L)

Allen & Overy LLP
One Bishops Square
London
E1 6AO
BK 8188223 1

Time critical reference

17928-03379/ICP/FIP/MAYC

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



LRB2KXCI

LD2

19/02/2008

62

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen + overy LLP

Date 19 February 2008

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

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

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the Security created under the Supplemental Security Agreement
 - (i) is created in favour of the Security Agent,
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of the Supplemental Security Agreement on trust for the Secured Parties
- (c) The fact that no or incomplete details of the Security Asset are inserted in schedule 1 (Mortgaged Property) of the Supplemental Security Agreement or in the Schedule to this Form 395 does not affect the validity or enforceability of this Security

1.2 Land

- (a) The Chargor charges by way of a first legal mortgage all estates or interests in the leasehold property owned by it and specified in schedule 1 (Mortgaged Property) of the Supplemental Security Agreement and in the Schedule to this Form 395
- (b) A reference in the Supplemental Security Agreement to any 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

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. INCORPORATION

The provisions of clause 3 (Representations - general) to clause 23 (Release) (inclusive) of the Original Security Agreement are deemed to be incorporated into the Supplemental Security Agreement with all necessary modifications as if they were set out in full in the Supplemental Security Agreement

4. CONTINUATION

- (a) Except insofar as supplemented by the Supplemental Security Agreement, the Original Security Agreement will remain in full force and effect
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as supplemented by the Supplemental Security Agreement

5. INTERPRETATION

In this Form 395

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 Facility Agent

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

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 Agreement means the agreement dated 21 August 2007 between, among others, the Parent and the Facility Agent in respect of the Facilities Agreement

Amendment Date means the date on which the amendment and restatement of the Facilities Agreement under the Amendment Agreement becomes effective, being 21 August 2007

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

Ancillary Facility means any ancillary facility made available 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, and
- (b) in respect of a Parent Letter of Credit, either a lender to the Group as at the Amendment Date or any other person approved by the Majority Lenders, and
- (c) in respect of a Target Letter of Credit, either a lender to the Target Group as at the Amendment Date or any other person approved by the Majority Lenders

Arranger means ABN AMRO Bank N V , London Branch as mandated lead arranger

Australian Law Security Agreement means the security agreement governed by Australian 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

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) of the Facilities Agreement 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 Sterling

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 29 (Changes to 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

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

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

Delegate means any delegate, agent, attorney or co-trustee appointed by 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 £145,000,000 term, term equity bridge, bank guarantee and multicurrency revolving facilities agreement dated 15 May 2007 (as amended) between, among others, the Parent, the Lenders, the Facility Agent and the Security Agent

Facility Agent means ABN AMRO Bank N.V., London Branch as agent of the other Finance Parties

Fee Letter means

- (a) any letter or letters dated on or about the Amendment Date between the Arranger, the Original Term Equity Bridge Lender and the Parent (or the Facility Agent and the Parent or the Security Agent and the Parent) setting out (among other things) any of the fees referred to in clause 16 (Fees) of the Facilities Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in clause 16.5 (Fees payable in respect of Fronted Instruments) of the Facilities Agreement or clause 16.6 (Interest, commission and fees on Ancillary Facilities) of the Facilities Agreement or under any other Finance Document

Finance Document means

- (a) the Facilities Agreement,

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

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

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

IBA Health Europe means IBA Health (Europe) Holdings Limited (a company incorporated in England and Wales with registered no 06242139), being a wholly owned Subsidiary of the Parent

IBA UK means IBA Health (UK) Holdings Limited (a company incorporated in England and Wales with registered no 06242140), being a wholly owned Subsidiary of IBA Health Europe

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 as issuing bank

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 the 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 on or about the Amendment Date between the Parent and the Arranger

Mortgaged Property means all freehold and leasehold property which the Chargor purports to mortgage or charge under the Supplemental Security Agreement

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 in part 1 of schedule 1 (The Original Parties) of the Facilities Agreement

Original Lender means ABN AMRO Bank N V , London Branch, in its capacity as Original Lender under the Facilities (other than the Term Equity Bridge Facility) or the Original Term Equity Bridge Lender

Original Security Agreement means the English law security agreement dated 30 October 2007 between, among others, the Chargor and the Security Agent

Original Term Equity Bridge Lender means AEP Financial Services Holdings Pty Limited (ACN 111 762 551) 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 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 Facilities Agreement

Priority Agreement means the priority agreement dated on or about the Amendment Date between, among others, the Finance Parties (in various capacities) and the Parent

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

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) released by the Parent on or following the Amendment Date 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 the 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

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 any security created by the Supplemental Security Agreement

Selection Notice means a notice substantially in the form set out in part 3 of schedule 4 (Requests) of the Facilities Agreement (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

Sterling or £ means the lawful currency for the time being of the U K

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 on or about the Amendment Date 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 the Chargor

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

- (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) of the Facilities Agreement 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 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 all of 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

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) of the Facilities Agreement 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 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

this Security means any Security created, evidenced or confirmed by or under the Supplemental Security Agreement

Total Bank Guarantee Commitments means the aggregate of the Bank Guarantee Commitments, being £25,000,000 at the Amendment Date

Total Commitments means the aggregate of the Total Term Senior Commitments, the Total Term Equity Bridge Commitments, the Total Bank Guarantee Commitments, the Total Parent Revolving Facility Commitments and the Total Target Revolving Facility Commitments, being £145,000,000 at the Amendment Date

Total Parent Revolving Facility Commitments means the aggregate of the Parent Revolving Facility Commitments, being £10,000,000 at the Amendment Date

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 £25,000,000 at the Amendment Date

Total Term Equity Bridge Commitments means the aggregate of the Term Equity Bridge Commitments, being £25,000,000 at the Amendment Date

Total Term Senior Commitments means the aggregate of the Term Senior Commitments, being £60,000,000 at the Amendment Date

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

- (a) the Original 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

U.K. means the United Kingdom

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

SCHEDULE
MORTGAGED PROPERTY

Chargor/Lessee	Tenure (Freehold/Leasehold)	Property Description (full address)	Title Number
iSOFT Group plc	Leasehold	300 Longbarn Boulevard, Birchwood, Warrington WA2 0XD	CH348589

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03716736

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY AGREEMENT DATED THE 14th FEBRUARY 2008 AND CREATED BY ISOFT GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH BORROWER AND EACH TRAGET GUARANTOR TO ANY SECURED PARTY 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 19th FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd FEBRUARY 2008

THIS CERTIFICATE HAS BEEN AMENDED BY
AN AMENDING CERTIFICATE DATED

4/3/08

P-vm



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3716736
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 14 FEBRUARY 2008 AND CREATED BY
ISOFT GROUP PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH BORROWER AND EACH TARGET
GUARANTOR TO ANY SECURED PARTY
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 19 FEBRUARY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2008



Companies House
— for the record —



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