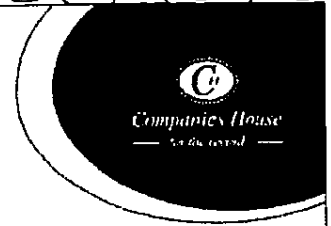


134298113

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
Scottish company. If
please use MG01s

TUESDAY



19/03/2013 #266
COMPANIES HOUSE

1	Company details	For official use
Company number	0 2 8 8 7 4 0 1	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Charitysoftware Limited	
	(the "Company")	

2	Date of creation of charge
Date of creation	0 7 0 3 2 0 1 3

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	Debenture made between, amongst others, (1) the Company and (2) HSBC Corporate Trustee Company (UK) Limited as security trustee (the "Security Trustee") (the "Debenture")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please see attached continuation page	

MG01

Particulars of a mortgage or charge

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

HSBC Corporate Trustee Company (UK) Limited

Address

8 Canada Square, London

Postcode

E 1 4 5 H Q

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 attached continuation page

MG01

Particulars of a mortgage or charge

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

N/A

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 870).

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 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 Present Haxton LLP X

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

MG01

Particulars of a mortgage or charge



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 Amy Johnston

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode

E C 2 A 4 E S

County

DX 157620 Broadgate 3

Telephone 020 7490 6698



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 the 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

MG01 – continuation page
Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

All moneys, debts and liabilities from time to time due, owing or incurred by any Chargor to the Beneficiaries on any current or other account whatsoever pursuant to the Finance Documents, in each case

- (a) whether present or future,
- (b) whether alone or jointly with any other person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style,
- (f) in whatsoever currency denominated, or
- (g) otherwise

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Beneficiaries for or at the request of any Chargor together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges (the "**Secured Liabilities**") (all terms as defined in the attached continuation pages)

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

The Company covenanted that it will on demand pay to the Security Trustee or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due

1 SECURITY

By way of continuing security in favour of the Security Trustee for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Trustee or assigned to the Security Trustee (as the case may be) the property set out below in the manner set out below (Each assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only)

1 1 Scheduled Property

By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture

1 2 Other Property

By way of first fixed charge the Property (except the Scheduled Property validly charged in Clause 4 1 (*Scheduled Property*) of the Debenture, as set out at paragraph 1 1 of this form) and all Rights relating to such Property

1 3 Contracts

By way of absolute legal assignment, the Contracts

1 4 Book Debts

By way of first fixed charge, the Book Debts

1 5 Intellectual Property

By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by the Company

1 6 Plant and Machinery

By way of first fixed charge, the Plant and Machinery

1 7 Shares and Derivative Assets

By way of legal charge, the Shares and Derivative Assets

1 8 Goodwill

By way of first fixed charge, all the goodwill and uncalled capital for the

6

Short particulars of all the property mortgaged or charged

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

Short particulars

- time being of the Company
- 1 9 **Key-man Insurance**
- By way of absolute legal assignment the Key-man Insurance
- 1 10 **Floating charge**
- By way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to Clause 4 1 (*Scheduled Property*) to Clause 4 8 (*Goodwill*) (inclusive) of the Debenture, as set out at paragraphs 1 1 to 1 8 of this form) Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating charge
- 2 **NEGATIVE PLEDGE**
- 2 1 1 Save as otherwise provided in the Syndicated Facilities Agreement (including for the avoidance of doubt, the creation of any Permitted Security Interest), the Company shall not
- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property,
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property (save for a Permitted Disposal),
- (c) do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of the Charged Property save as may be permitted pursuant to the terms of the Syndicated Facilities Agreement, or
- (d) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save in the ordinary course of business or as expressly provided in the Debenture save as may be permitted pursuant to the terms of the Syndicated Facilities Agreement
- 3 **CUMULATIVE AND CONTINUING SECURITY**
- 3 1 The Debenture is a continuing security to the Security Trustee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for Clause 20 of the Debenture (as set out at paragraph 3 of this form), might affect or diminish its

6

Short particulars of all the property mortgaged or charged

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

Short particulars	<p>effectiveness</p> <p>3 2 The security constituted by the Debenture is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Security Trustee may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law</p> <p>3 3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, the Debenture shall not release or discharge the Company from any liability which may exist independently of the Debenture to the Security Trustee</p> <p>3 4 Where the security constituted by the Debenture initially takes effect as a collateral or further security to any other Security Interest held by the Security Trustee then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, the Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest</p> <p>Definitions</p> <p>"Agent" means HSBC Bank plc an agent under the Syndicated Facilities Agreement</p> <p>"Beneficiaries" means each and all of the Arranger, the Agent, the Security Trustee, the Lenders, the Ancillary Lenders and the Hedge Counterparty (each term as defined in the Syndicated Facilities Agreement)</p> <p>"Book Debts" means</p> <p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to in paragraph (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable</p>
-------------------	--

6

Short particulars of all the property mortgaged or charged

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

Short particulars

"Charged Property"

means the whole or any part of the property, assets, income and undertaking of each Chargor (including the Company) from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Debenture, other than any assets which are Jersey situs assets

"Chargor"

means the companies whose names are set out in Schedule 1 to the Debenture (*The Obligors*) as set out in Schedule 1 to this form (together with each company which becomes a party to the Debenture by executing a Deed of Accession) (each a "Chargor" and together the "Chargors")

"Contracts"

means all of the Company's rights, title, interest and benefit in and to

- (a) all the agreements short particulars of which are set out in Schedule 4 (*The Contracts*) to the Debenture, as set out in Schedule 3 to this form, and
- (b) any contract in respect of the whole or any part of the Charged Property to which the Company is a party,

as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same

"Deed of Accession"

means a deed substantially in the form of Schedule 2 (*Deed of Accession*) to the Debenture executed, or to be executed, by a person becoming a Chargor

"Derivative Assets"

means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus,

6

Short particulars of all the property mortgaged or charged

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

Short particulars	<p>redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described, but for the avoidance of doubt excludes any of the foregoing that are Jersey situs assets</p> <p>"Finance Documents" bears the meaning ascribed to it under the Syndicated Facilities Agreement and includes, for the avoidance of doubt, any Hedging Agreement (such term as defined therein)</p> <p>"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property</p> <p>"Foreign Subsidiary" bears the meaning ascribed to it under the Syndicated Facilities Agreement</p> <p>"Insolvency Act" means the Insolvency Act 1986</p> <p>"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing</p> <p>"Key-man Insurance" means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve in each case acting on the instructions of the Majority Lenders) taken out and maintained by the Drury Lane (Jersey) Limited (registered in Jersey under</p>
-------------------	---

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

company number 101314) the registered office of which is at PO Box 1075, Elizabeth House, 9 Castle Street, St Helier, Jersey JE2 3RT, in respect of the death or disability or critical illness of the following individuals and in not less than the following respective amounts for the respective periods

Name of individual	Amount (£)	Period
--------------------	------------	--------

Vinodka Murria	500,000	42 months
----------------	---------	-----------

Barbara Firth	250,000	42 months
---------------	---------	-----------

"Know-how"

means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain

"LPA"

means the Law of Property Act 1925

"Majority Lenders"

bears the meaning ascribed to it under the Syndicated Facilities Agreement

"Nominees"

means the Security Trustee, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Trustee from time to time

"Occupational Leases"

means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company

"Permitted Disposal"

bears the meaning ascribed to it under the Syndicated Facilities Agreement

"Permitted Security Interest"

bears the meaning ascribed to it under the Syndicated Facilities Agreement

"Plant and Machinery"

means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars	<p>Company</p> <p>"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property, but excluding in each case any of the aforementioned that are Jersey situs</p> <p>"Rights" means all of the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest)</p> <p>"Scheduled Property" means all the property short particulars of which are set out in Schedule 3 (<i>The Scheduled Property</i>) to the Debenture (as set out in Schedule 2 to this form) (if any), including, without limitation, all Fixtures on such property</p> <p>"Security Interest" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Shares" means all stocks, shares and other securities</p> <p>(a) listed in Schedule 7 (<i>The Shares</i>) to the Debenture (as set out in Schedule 4 to this form), or</p> <p>(b) for which the stock or share certificates or other documents of</p>
-------------------	---

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

title have from time to time been
acquired by the Company or
(excluding any Foreign Subsidiary)
deposited by the Company with
the Security Trustee or its
Nominees or which are held to the
order of the Security Trustee,

in each case whether held in the United
Kingdom or elsewhere, other than those
stocks, shares and other securities that are
Jersey situs and irrespective of whether in any
such case the deposit was made or the
certificates or other documents were received
by the Security Trustee or its Nominees for the
purposes of creating security, safe custody,
collection or otherwise

**"Syndicated Facilities
Agreement"**

means the syndicated facilities agreement
dated 7 March 2013 and made between,
amongst others, the Chargors and the Security
Trustee

MG01 – continuation page**Section 6 - Short particulars****SCHEDULE 1****THE OBLIGORS****COMPANY NAME****COMPANY NUMBER**

Advanced Computer Software Group PLC	05965280
Drury Lane (Jersey) Limited	101314 (Jersey)
Advanced Health and Care Limited (previously Adastra Software Limited)	02939302
Business Systems Group Holdings Limited (previously Business Systems Group Holdings PLC)	02923809
Advanced 365 Limited (Previously Business Systems Group Limited)	02124540
Redac Limited	04345919
Advanced Business Software and Solutions Limited (previously COA Solutions Limited)	03214465
V1 Limited	02443078
CSG EquityCo Limited	07851234
Computer Software Holdings Limited	06025453
Alphalaw Limited	04513131
Iris Legal (Grantham) Limited	01738381
Meridian Law Limited	03414770
Videss Limited	01342626
Laserform International Limited	02403332
Iris Ticketing Limited	03830932
Computer Software Group Limited	04023140
Iris Enterprise Software Limited	02570338
Penfold Heath Media Limited	04168152
Transoft Group Limited	01974716
5 Star Computer Systems Limited	03346768
OP SIS Practice Management Solutions Limited	02498463
Charitysoftware Limited	02887401
CSG Shareholder Debtco Limited	07851240
CSG Midco Limited	07851242
CSG Bidco Limited	07851238

MG01 – continuation page

Section 6 - Short particulars

Iris Chorus Application Software Limited	03838526
--	----------

SCHEDULE 2

THE SCHEDULED PROPERTY

Description	Title number	Name of proprietor Company	Details
6A Arden Grove, Harpenden, Herts, AL5 4SJ	HD195406	Advanced Business Software Solutions Limited	N/A
Suite E, 1st Floor, Pentland House, Village Way, Wilmslow, Cheshire SK9 2GH	N/A	V1 Limited	Lease with Orbit Investments (Property) Ltd Expires 27 September 2019
Part Ground Floor, Pacific House, Wyvern Business Park, Derby	N/A	Advanced Health and Care Limited	Lease with Sunrise Investment Management Limited Expires 13 June 2013
230 City Road, London EC1V 2TT	N/A	Advanced 365 Limited	Lease with Agop Tanielian & Sacha Tahta Alexander Expires 3 October 2020
Unit 1, Lyme Vale Court, Parklands, Stoke on Trent ST4 6NW	N/A	Advanced Business Software Solutions Limited	Lease with Simon Heywood and Partners Expires 31 July 2014
Devonshire House, Riverside Road, Barnstaple	DN431208	Iris Chorus Application Software Limited	N/A
Office Suite 603, Arthur House, 41 Arthur Street, Belfast	N/A	Opsis Practice Management Solutions Limited	Lease with Glandore Business Centres Ltd Expires 18 September 2014
Floor and part of 3rd Floor, Telecomm Houses, 35 Holdenhurst Road, Bournemouth	N/A	Iris Enterprise Software Limited	Lease with British Telecommunication s plc Expires 26 July 2017
Summit House, Alma Park Road,	N/A	Iris Legal (Grantham) Limited	Lease with Mr I W Knox /Mr S E Kendrick Expires

MG01 – continuation page

Section 6 - Short particulars

Grantham, Lincolnshire			31 July 2017
Suite A, No 4 Booths Park, Chelford Road, Knutsford	N/A	Computer Software Group Limited	Lease with Bruntwood 2000 Beta Portfolio Limited Expires 9 July 2017
Suite GA, No 4 Booths Park, Chelford Road, Knutsford	N/A	Computer Software Group Limited	Lease with Bruntwood 2000 Beta Portfolio Limited Expires 9 July 2017
First Floor and part Ground Floor, Unit 5J Langley Business Centre, 11/49 Station Road, Berkshire	N/A	Computer Software Group Limited	Lease with Zurich Assurance Ltd Expires 23 March 2016
8th floor offices at 167 to 170 Fleet Street, London	N/A	Meridian Law Limited	Lease with Anley Trustees Limited and Maison Anley Property Nominee Limited Expires 28 September 2013
Kings Chase, King Street, Maidenhead	N/A	Iris Enterprise Software Limited	Lease with Scottish Widows' Fund and Life Assurance Society Expires 19 May 2017
The Brewery, Pill, North Somerset	N/A	Charitysoftware Limited	Lease with Thomas Rowland Walker and Moira Walker Expires 18 March 2018
Rooms 15a, b and c on the Ground Floor, Building 9, Building Research Establishment, Watford	N/A	Computer Software Group Limited	Lease with Building Research Establishment Limited Expires 17 May 2013
5th Floor Office Premises at Kingston House, High Street, West Bromwich	N/A	Computer Software Group Limited	Lease with J L G Investments Limited
Land and offices at Halifax Road, Hightown, Liversedge	N/A	Videss Limited	Lease with Paul Duncan Sanderson, Sonja Elizabeth Sanderson, Graham Nigel Moore and Christopher Rose, as trustees of the

MG01 – continuation page**Section 6 - Short particulars**

			Whitechapel Retirement and Death Benefit Scheme and Scottish Equitable Trustees Limited Expires 30 June 2016
--	--	--	--

SCHEDULE 3**THE CONTRACTS**

Date	Parties	Description
On or about the date of the Debenture	Advanced Business Software and Solutions Limited and HgCapital LLP (through its nominee Rowan Nominees Limited) and others	an agreement relating to the sale and purchase of shares
On or about the date of the Debenture	Advanced Business Software and Solutions Limited and Richard Ian Preedy	a put and call option agreement
On or about the date of the Debenture	Advanced Business Software and Solutions Limited and HgCapital LLP (through its nominee Rowan Nominees Limited) and others	a deed relating to the warranties in respect of an acquisition agreement

SCHEDULE 4**THE SHARES**

Chargor	Name of company in which shares are held	Description of shares
Advanced Computer Software Group PLC	Drury Lane (Jersey) Ltd	10,000,000 Ordinary Shares of £0.01 each 10,000 A Ordinary Shares of £0.01 each 2,500,000 B Ordinary Shares of £0.001 each 1,000 C Ordinary Shares of £0.001 each
Drury Lane (Jersey) Limited	Advanced Health and Care Limited	831,914 Ordinary Shares of £0.01 each
Drury Lane (Jersey) Limited	Redac Limited	27,497,494 Ordinary Shares of £1.00 each
Drury Lane (Jersey) Limited	Business Systems Group Holdings Limited	20 Ordinary Shares of £0.05 each
Business Systems Group Holdings	Advanced 365 Limited	1,000,000 Ordinary Shares of £1.00 each

MG01 – continuation page

Section 6 - Short particulars

Chargor	Name of company in which shares are held	Description of shares
Limited		
Business Systems Group Holdings Limited	Webgenerics Limited	1 Ordinary Share of £1 00
Redac Limited	Advanced Business Software and Solutions Limited	12 Cumulative Non-Redeemable Preference Shares of £1 00 each 1,096 Ordinary Shares of £1 00 each
Advanced Business Software and Solutions Limited	V1 Limited	100 Ordinary Shares of £1 00 each
Advanced Business Software and Solutions Limited	CSG EquityCo Limited	796,950 Ordinary Shares of £0 01 each
CSG EquityCo Limited	CSG Shareholder Debtco Limited	675,000 Ordinary Shares of £0 01 each
CSG Shareholder Debtco Limited	CSG Midco Limited	675,000 Ordinary Shares of £0 01 each
CSG Midco Limited	CSG Bidco Limited	675,000 Ordinary Shares of £0 01 each
CSG Bidco Limited	Computer Software Holdings Limited	902,500 Ordinary Shares of £1 00 each
Computer Software Holdings Limited	Alpha Law Limited	28,125 Ordinary Shares of £0 01 each
Computer Software Holdings Limited	Computer Software Group Limited	69,081,317 Ordinary Shares of £0 10 each
Computer Software Holdings Limited	Charitysoftware Limited	1,281 A Ordinary Shares of £1 00 each 12 B Ordinary Shares of £1 00 each
Computer Software Holdings Limited	Iris Ticketing Limited	50,000 Ordinary Shares of £1 00 each
Computer Software Holdings Limited	Iris Sharpowl Software Limited	42,545 ordinary Shares of £0 01 each 41,265 Ordinary A Shares of £0 01 each
Computer Software Holdings Limited	Iris Field Service Solutions Limited	1,000 Ordinary Shares of £1 00 each
Computer	Iris Chorus Application	298,248 Ordinary Shares of

Section 6 - Short particulars

Chargor	Name of company in which shares are held	Description of shares
Software Holdings Limited	Software Limited	£1 12 each
Computer Software Holdings Limited	Iris Enterprise Software Limited	14,850 Ordinary Shares of £1 00 each 15,000 A Ordinary Shares of £0 01 each 1,989,000 B Ordinary Shares of £0 01 each
Computer Software Holdings Limited	Transoft Group Limited	16,548 Ordinary Shares of £1 00 each
Alpha Law Limited	Iris Legal (Grantham) Limited	100 Ordinary Shares of £1 00 each
Alpha Law Limited	Videss Limited	3,000 Ordinary Shares of £1 00 each
Alpha Law Limited	Laserform International Limited	100 Ordinary Shares of £1 00 each
Iris Legal (Grantham) Limited	Meridian Law Limited	50,000 Ordinary Shares of £1 00 each
Iris Enterprise Software Limited	Penfold Heath Media Limited	2,840 Ordinary Shares of £0 05 each
Iris Enterprise Software Limited	5 Star Computer Systems Limited	105 Ordinary Shares of £1 00 each



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2887401
CHARGE NO 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 MARCH
2013 AND CREATED BY CHARITYSOFTWARE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGOR TO THE BENEFICIARIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2013

DX



Companies House



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