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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

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

[14]

1795572

Name of company

* ACT Medisys Limited (the "Company").

Date of creation of the charge

24 August 2006

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

Omnibus Guarantee and Set-Off Agreement (the "Agreement").

Amount secured by the mortgage or charge

See Rider 1.

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

Lloyds TSB Bank Plc, whose address for the purposes of the Agreement is:
City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent (the "Bank")

Postcode ME8 0LS

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

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD (21849871)

ROHC/FBA/107260.00113

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

435
31/08/2006

Please return via
CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2.

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 CMS Cameron Mckenna LLP

Date 31 August 2006

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

*A fee is payable
to Companies
House in
respect of each
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or charge.
(See Note 5)*

Notes

† delete as
appropriate

- 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

RIDERS TO FORM M395

COMPANY NAME: ACT Medisys Limited COMPANY NO: 1795572

Rider 1

Amount secured by the mortgage or charge

- (a) All money and liabilities whether actual or contingent then or at any time thereafter due, owing or incurred from or by any one or more of the companies named in the Schedule to Rider 1 of this form 395 (the "**Companies**") insofar only as they at any time owe money or have incurred liabilities (whether actual or contingent) to the Bank otherwise than pursuant to the terms of the Agreement (the "**Principals**") anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including:
- (i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and
 - (ii) in the event of the discontinuance of the Guarantee (as defined in the Agreement) in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal;
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph (b)

above on each such sum from the date that the same was incurred or fell due

Schedule

Name	Company Number
iSOFT Group plc	3716736
iSOFT Plc	3437137
ACT Medisys Limited	1795572
Eclipsys Limited	3846256
iSOFT Applications Limited	2005678
iSOFT Laboratory Systems Ltd	1624055
iSOFT Overseas Holdings Limited	3782295
iSOFT Solutions Limited	3782306
Torex Health Limited	2116828
Torex Radiology Systems Limited	1817913
Torex Services Limited	2784241
Torex Medical Systems Limited	2270133
iSOFT Business Solutions (UK) Limited	1884656
Torex Limited	1007428
Torex Health (Germany) Limited	4119462
Torex Group Limited	3319542
Torex Europe (Holdings) Limited	4204306

Rider 2

Short particulars of all the property mortgaged or charged

Any sum or sums (the "**Credit Balances**") for the time being standing to the credit of any one or more of any present or future account(s) of the Company with the Bank whether such account or accounts are in the sole name of the Company or in the joint names of the Company and another company or companies who are (or become) a party to the Agreement (including any accounts held in the Bank's name with any designation which includes the name of the Company) whether such accounts be denominated in sterling or in a currency or currencies other than sterling (the "**Accounts**").

NOTE:

- (A) By sub-clause 14.1 of the Agreement, the Companies jointly and severally agreed that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Companies or any of them:
- (a) combine or consolidate all or any of the Accounts of any one or more of the Companies with all or any of the Principals' Liabilities (as defined in the Agreement); and
 - (b) set-off or transfer any Credit Balance of any one or more of the Companies in or towards satisfaction of any of the Principals' Liabilities.
- (B) By Clause 14.7 of the Agreement, the Company agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to all or any Credit Balance or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01795572

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED THE 24th AUGUST 2006 AND CREATED BY ACT MEDISYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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