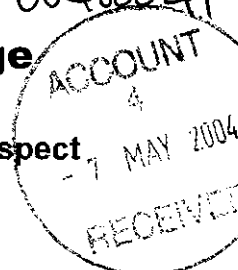


## Particulars of a mortgage or charge



395

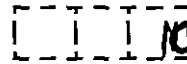
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3716736

Name of company

\* iSOFT Group PLC

Date of creation of the charge

29 April 2004

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

Rider 1

Amount secured by the mortgage or charge

Rider 2

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

Lloyds TSB Bank PLC, 25 Gresham Street, London (as Agent and Security Trustee)

Postcode EC2V 7HN

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

CMS Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

TED 102826.149

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0386  
07/05/04

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Please return via  
CH London Counter

Short particulars of all the property mortgaged or charged

Rider 3

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

Date 6 May 2004

On behalf of [company] [mortgagee/chargee] ~~XXXXX~~

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

**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

## Form 395 Riders - Guarantee & Debenture

### Rider 1 - Description of the Instrument

1.1 Guarantee & Debenture (the "Guarantee & Debenture") dated 29 April 2004 and made between iSOFT Group PLC (the "Company") (1), ACT Medisys Limited, iSOFT Solutions PLC, iSOFT Laboratory Systems Limited, iSOFT Applications Limited, Eclipsys Limited, iSOFT Overseas Holdings PLC, iSOFT PLC, iSOFT Limited, Revive Group Limited and Revive Health Limited (collectively the "Chargors" and each a "Chargor") (2) and Lloyds TSB Bank PLC as security trustee (the "Security Trustee") and agent for the Finance Parties (as defined below) (in such capacity the "Agent") (3).

### 1.2 Definitions –

1.2.1 **Finance Parties** is defined as:

- (a) the Security Trustee;
- (b) the Agent;
- (c) Barclays Capital, HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers (the "Arrangers");
- (d) Barclays Bank plc, HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc (the "Original Lenders") and any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement (as defined below), for so long as they have not ceased to be a party to the Facility Agreement in accordance with its terms (the "Lenders");
- (e) Lloyds TSB Bank plc and the Royal Bank of Scotland plc or any other Lender selected by the Company which agrees to the granting of an Ancillary Facility (defined below in Rider 2) by notice to the Agent (the "Ancillary Lenders"); and
- (f) any Lenders which are parties to a Hedging Agreement (defined below in Rider 2) (the "Hedging Counterparties").

## **Rider 2 - Amount Secured**

- 2.1 All indebtedness and monies and the discharge of all obligations and liabilities whatsoever, in whatever currency denominated, whether actual or contingent, present or future, which may be at the time of the creation of the Guarantee & Debenture or thereafter due, owing or incurred by the Company, any Chargor or any other of the Company's subsidiaries (within the meaning of section 736 of the Companies Act 1985) (together the "Group") to the Finance Parties or any of them and such other banks and/or financial institutions to whom indebtedness and/or liabilities (whether present, future, actual or contingent) of the Company may from time to time subsist under a facility agreement dated 24th September 2003 and as amended by the merged group amendment agreement dated 18th December 2003 and made between the Company (1), the Agent (2), the Security Trustee (3), the Arrangers (4) and the Original Lenders (5) (the "Facility Agreement" which expression shall include the Facility Agreement as the same may howsoever, from time to time, be varied, amended, supplemented, substituted, novated or assigned)), under or in connection with the Facility Agreement, the Guarantee & Debenture or any other Finance Documents (as defined below) (whether alone or jointly and whether as principal or surety).
- 2.2 All costs (including legal costs), charges, commission, interest, expenses and damages sustained or incurred by the Finance Parties or any receiver, receiver and manager or administrative receiver appointed under the Guarantee & Debenture, or any of them at any time in connection with the Security Assets as defined in Rider 3 below or the Amount Secured as set out in this Rider 2 or in taking or perfecting this Guarantee & Debenture or in connection with the enforcement, defence, protection or preservation of the security constituted by the Guarantee & Debenture or exercising any power under the Guarantee & Debenture (including any payments made on any Chargor's behalf under the terms of the Guarantee & Debenture) or otherwise with interest from the date they are incurred.
- 2.3 Interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Company) at such rate or rates as may from time to time be payable or deemed to be payable in accordance with the Finance Documents (as defined below).
- 2.4 Definitions -
- 2.4.1 **Finance Documents** is defined as:
- (a) the Facility Agreement;
  - (b) any letters dated on or about the 24<sup>th</sup> September 2003 between the Arrangers and the Company or the Agent and the Company setting out any of the fees;
  - (c) documents constituting or evidencing the terms of any of the following facilities (the "Ancillary Facilities"):
    - (i) any overdraft, automated payment, cheque drawing, BACS facilities and other account facilities;
    - (ii) guarantee, bonding, documentary or demand letter of credit facilities;

- (iii) foreign exchange facilities; or
- (iv) such other facilities as may be required in connection with the ordinary course of business of the Group (together "Ancillary Documents");
- (d) any interest rate swaps and/or interest rate caps and/or currency swaps and/or other hedging agreements entered into or to be entered into by any member of the Group with any Lender (the "Hedging Agreements");
- (e) resignation letters from the Company, a guarantor or any member of the group which is a party at any time to a Security Document (the "Obligor") to Lloyds TSB Bank plc as agent for the Finance Parties requesting to be released from its obligations under the Guarantee & Debenture;
- (f) the appointment letter dated 29th August 2003 between the Arrangers and the Company;
- (g) the Security Documents (as defined below); and
- (h) any other document designated as such by the Agent and the Company.

**2.4.2 Security Documents** is defined as:

- (a) the Guarantee & Debenture;
- (b) the Overseas Security Documents (as defined below) and any accession deed to them;
- (c) a security trust agreement in the agreed form between the Security Trustee, the Lenders and the guarantors and other members of the Group which are at any time parties to a Security Document (as defined below) (the "Security Trust Agreement") and accession deed to it;
- (d) the intercreditor agreement entered into by the Security Trustee, the Obligors, Lloyds TSB Bank plc and the Lenders which are parties to a Hedging Agreement (the "Hedging Counterparties") dated on or about the date on which the public offer by iSoft Group plc for the shares of Torex plc becomes or is declared unconditional by the Company in all respects (the "Intercreditor Agreement") and accession deed to it; and
- (e) any and all other mortgages, charges, guarantees and other instruments from time to time entered into by the Company and or its subsidiaries (within the meaning of section 736 of the Companies Act 1985) in favour of the Security Trustee and/or the Finance Parties by way of guarantee or other assurance of and/or security for amounts owed to the Finance Parties under any Finance Document.

**2.4.3 Overseas Security Documents** is defined as:

- (a) security agreements creating security over all the assets, property and undertaking of iSoft Limited and McKeown Software Limited (companies registered in Ireland) in favour of the Security Trustee;
- (b) a pledge agreement in the agreed form to be entered into between Torex Retail (Holdings) Limited and the Security Trustee in respect of Torex Retail (Holdings) Limited's interest in Microlec NV;
- (c) a pledge agreement in the agreed form to be entered into between Torex Europe(Holdings) Limited and the Security Trustee in respect of Torex Europe (Holdings) Limited's interest in Torex-Hiscom BV;
- (d) a pledge agreement in the Agreed Form to be entered into between Torex Health Germany Limited and Torex Health Verwaltungs GmbH and the Security Trustee in respect of Torex Health Germany Limited and Torex Health Verwaltungs GmbH's interest in Torex GmbH & Co. KG;
- (e) a pledge agreement in the Agreed Form to be entered into between Torex Group Limited and the Security Trustee in respect of Torex Group Limited's interest in Torex Health Verwaltungs GmbH;
- (f) a pledge agreement in the Agreed Form to be entered into between Torex GmbH & Co. KG and the Security Trustee in respect of Torex GmbH & Co. KG's interest in GAP Management AG; and
- (g) all other mortgages, charges, guarantees and other instruments from time to time entered into by the Company and/or its overseas subsidiaries in favour of the Security Trustee and/or the Finance Parties by way of guarantee or other assurance of and/or security for amounts owed to the Finance Parties under any Finance Document.

### **Rider 3 - Particulars of all the Property Charged**

3. Each Chargor, as security for the payment, discharge and performance of all the Amount Secured (as set out in Rider 2), charges to the Security Trustee:
  - 3.1 **Scheduled Property** - by way of a first legal mortgage the freehold and leasehold (other than any subject to a legal, valid and binding restriction on the creation of an Encumbrance (as defined below) over an asset existing as at the date of the Guarantee & Debenture without the consent of a third party (other than any member of the Group) (an "Exclusion") unless and until the same is satisfied) property specified in Schedule 1 to this Rider;
  - 3.2 **Unscheduled Property** - by way of first fixed charge all estates or interests in any other freehold or leasehold (other than any subject to an Exclusion unless and until the same is Satisfied) property both present and future;
  - 3.3 by way of first fixed charge:
    - 3.3.1 **Rental income** - any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the any freehold or leasehold property the subject of the security created by the Guarantee & Debenture;
    - 3.3.2 **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade);
    - 3.3.3 **Insurances** - the benefit of its rights and interests in and in connection with all the contracts and policies of insurance or assurance including (without limitation) life policies or the proceeds thereof together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy or under any new policy effected after the date of the Guarantee & Debenture taken out by each Chargor or (to the extent of its interest) in which such Chargor has an interest including all claims, the proceeds of all claims and returns of premium;
    - 3.3.4 **Licences on land** - all licences both present and future held by it to enter upon or use land and/or to carry on the business carried on that land and the benefit of all other agreements relating to land to which it is or may become a party or be otherwise entitled;
    - 3.3.5 **Rights as Tenant** - where any leasehold property is the subject of the security created by the Guarantee & Debenture, any present or future right or interest conferred upon it by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954;

- 3.3.6 **Book Debts** - all of its present and future book debts (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- 3.3.7 **Other Debts** - all of its other debts or monetary claims, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- 3.3.8 **Bank Accounts and Deposits** - all money from time to time deposited with or standing to the credit of any bank account of such Chargor with any person (including the Security Trustee), in which such Chargor is interested, including any rent deposit given to secure liabilities to such Chargor in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- 3.3.9 **Securities** - all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by each Chargor including without limitation the securities listed in Schedule 2 to this Rider and all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities (as set out in this clause 3.3.9) whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise and all property and rights of each Chargor in respect of any account held by or for such Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere;
- 3.3.10 **Uncalled Capital** - its present and future uncalled capital;
- 3.3.11 **Goodwill** - its present and future goodwill;
- 3.3.12 **Intellectual Property** – all its patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, trade secrets, know-how and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all licences, applications, rights to use and monies deriving from any such intellectual property now or hereafter belonging to any member of the Group other than any subject to an Exclusion unless and until the same is satisfied, when this charge shall operate as an assignment of all and any damages, compensation, remuneration, profit, royalties, fees, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof;
- 3.3.13 **Other I.P. Rights** - its know-how, confidential information and trade secrets other than any subject to an Exclusion unless and until the same is satisfied when this charge shall operate as an assignment of all and any damages, compensation, remuneration, profit, royalties, fees, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof;



- 3.3.14 **Licences etc.** - the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any other Security Asset (as defined below) and the right to recover and receive all compensation which may be payable to it in respect of them;
- 3.3.15 **Credit Agreements** - the benefit of any agreements entered into by or of which it has the benefit under which credit is provided to any person of any amount;
- 3.3.16 **Contracts** - the benefit of:
- (a) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement whether entered into with any of the Finance Parties or any other person;
  - (b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any freehold or leasehold property the subject of the security created by the Guarantee & Debenture (the "Mortgaged Property") or any of the buildings and erections on or forming part of the Mortgaged Property (the "Premises");
  - (c) (other than any subject to an Exclusion unless and until the same is satisfied) all of the contracts for the supply of goods and/or services by or to it or of which it has the benefit, including any contracts of hire or lease of chattels, including, but not limited to:
    - (i) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from them;
    - (ii) all remedies provided for in them or available at law or in equity;
    - (iii) its right to compel performance of them; and
    - (iv) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising from them.
- 3.4 **Floating Charge** - by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of such Chargor and the property, assets and rights not otherwise effectively mortgaged, charged or assigned by way of first legal or equitable mortgage, first fixed charge or first legal or equitable assignment in Clauses 3.1 to 3.3 above (Fixed Security).
- 3.5 **Negative Pledge** -
- 3.5.1 Each Chargor shall not:
- (a) create or permit to subsist any Encumbrance (as defined below) on any Security Asset (as defined below) other than one expressly permitted

under the Finance Documents or with the prior written consent of the Security Trustee; or

- (b) sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset (as defined below) or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset (as defined below) which is subject only to the floating charge created by the Guarantee & Debenture or where expressly permitted under the Finance Documents.

### 3.6 Definitions -

3.6.1 A reference in the Guarantee & Debenture to a charge, assignment or mortgage of any asset includes:

- (a) the proceeds of sale of any part of that asset;
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of each Chargor in respect of that asset or any moneys paid or payable in respect of those covenants; and
- (c) in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings and tenants' fixtures and fittings) on the Mortgaged Property.

3.6.2 **Security Asset** is defined as any asset which is the subject of any security created by the Guarantee & Debenture and including for the avoidance of doubt, any asset subject to an Exclusion

3.6.3 **Encumbrance** is defined as:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person,
- (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

## Schedule 1

### Real Property

Property Address	Title No.	Owner	Freehold/ Leasehold	Term of Lease
Suite 306, Bridgewater House, 58-60 Whitworth Street, Manchester		iSOFT Plc	Leasehold	Ends 30.6.09
Suite 202, Bridgewater House, 58-60 Whitworth Street, Manchester		iSOFT Plc	Leasehold	10 years from 1.7.99
2 <sup>nd</sup> Floor, Bridgewater House, Whitworth Street, Manchester		iSOFT Plc	Leasehold	Less than 7 years to run
Unit 5B Sub-basement, Bridgewater House, Whitworth Street, Manchester		iSOFT Plc	Leasehold	Less than 7 years to run
Units 2.01-2.05, Faraday Wharf, Aston Science Park, Holt Street, Birmingham		iSOFT Plc	Leasehold	Starts 14.1.02
Unit 1a Stirling Industrial Estate, Kings Road, Newbury		ACT Medisys Limited	Leasehold	5 years from 30.11.00
2 Mill Court Mill Street Slough		Eclipsys Limited	Leasehold	5 years from 29.9.99
4-10 Earls Court Road, London	NGL440343	Eclipsys Limited	Leasehold	25 years from March 84
Lomond Court, Castle Business Park, Stirling,		iSOFT Plc	Leasehold	15 years from 28.9.98
Warrington Corporate, Birchwood Way, Warrington	CH348589	iSOFT Plc	Leasehold	25 years from 25.3.90
300 Longbarn Boulevard, Birchwood	CH348589	iSoft Group plc		

## Schedule 2

### Securities

Company	Shareholder	Shares held
ACT Medisys Limited	iSOFT Group plc	1,000,000 ordinary £1 shares
Eclipsys Limited	iSOFT Group plc	1 ordinary £1 share
iSOFT Applications Ltd	iSOFT Group plc	20,000 ordinary £1 shares 240,000 'B' ordinary £1 shares
	iSOFT Overseas Holdings plc	1,000 ordinary £1 shares
iSOFT Laboratory Systems	ACT Medisys Limited	144,039 ordinary £0.01 shares
iSOFT Limited (registered in Ireland)	iSOFT Overseas Holdings Limited	All of the issued share capital
iSOFT Overseas Holdings plc	iSOFT Group plc	1 ordinary £1 share
iSOFT plc	iSOFT Group plc (jointly with Roger Dickens)	1 ordinary £0.01 share
	iSOFT Group plc	5,012,499 ordinary £0.01 shares
iSOFT Solutions Limited	iSOFT Group plc	28,000,000 ordinary £1 shares
Revive Group Ltd	iSOFT Group plc	3,810,000 ordinary £0.01 shares
Revive Health Limited	Revive Group Limited	1 ordinary £1 share

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 GUARANTEE & DEBENTURE DATED THE 29th APRIL 2004 AND CREATED BY ISOFT GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE PARENT COMPANY, ANY CHARGOR OR ANY OF THE PARENT COMPANY'S SUBSIDIARIES TO THE FINANCE PARTIES OR ANY OF THEM AND SUCH OTHER BANKS OR FINANCIAL INSTITUTIONS 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 7th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MAY 2004.

*John*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES