

Particulars of a mortgage or charge

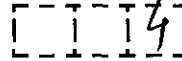
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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 (the "Company" and a Chargor(as referred to below))

Date of creation of the charge

30 July 2002

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

Debenture (the "Debenture") dated 30 July 2002 between the Company, Lloyds TSB Bank plc as security trustee (the "Security Trustee") and the chargors as set out below (the "Chargors")

Amount secured by the mortgage or charge

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Trustee that it will pay and discharge the Secured Obligations to the Security Trustee on the due date in the manner provided in the relevant Finance Document.

For defined terms please see Rider 1

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

Lloyds TSB Bank plc, Bank House, Wine Street, Bristol

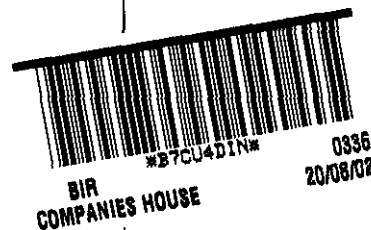
Postcode BS1 2AN

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

Eversheds
115 Colmore Row
Birmingham
B3 3AL

For official Use
Mortgage Section

Post room



Time critical reference
Bircorp/636137

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

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

Signed

Eversheds

Date

20th August 2002

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

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

M395 – iSoft Group PLC
Company number 3716736

Rider 1

- “Chargors”** means:
- (i) the Company
 - (ii) iSoft.com Limited (Company number 03846256)
 - (iii) Eclipsys Limited (Company number 02005678)
 - (iv) iSoft Laboratory Systems Limited (Company number 01624055)
 - (v) iSoft Overseas Holdings PLC (Company number 03782295)
 - (vi) iSoft Solutions PLC (Company number 03782306)
 - (vii) ACT Medisys Limited (Company number 01795572)
 - (viii) iSoft PLC (Company number 03437137)
- “Facility Agreement”** means the facility agreement dated the date of the Debenture pursuant to which the Original Lenders (as defined therein) agreed to make available a term loan facility of up to £30,000,000 and a revolving credit facility (incorporating an Ancillary Facility, as defined therein) for up to £30,000,000 to the Borrowers, (as defined therein,) as the same may be varied, amended, modified, supplemented or replaced.
- “Finance Documents”** means the Facility Agreement and any other document described as such under the Facility Agreement.
- “Lenders”** means Lloyds TSB Bank plc and such other financial institution which may become a Lender pursuant to the provisions of the Facility Agreement.
- “Obligor”** means the Company and a Chargor.
- “Secured Obligations”** all money obligations and liabilities now or hereafter due, owing or incurred to the Lenders (or any of them) and/or to the Security Trustee by any currency or currencies whether present or future,

actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety or in any other capacity whatsoever together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith.

Rider 2

Each Chargor, as a continuing security for the payment to the Security Trustee of the Secured Obligations, charges with full title guarantee in favour of the Security Trustee the following assets, both present and future, from time to time owned by such Chargor or in which such Chargor is from time to time interested:

1. **First Legal Mortgage on specified land and buildings**

By way of first legal mortgage all the freehold and leasehold property specified in Schedule 2 of the Debenture together with all buildings and Fixtures at any time thereon, the proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof.

2. **First Legal Mortgage on other land and buildings**

By way of first legal mortgage all estates and interests in any freehold and leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to enter upon or use land (except any Secured Property validly charged under paragraph 1 above) wherever situated together with all buildings and Fixtures at any time thereon all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and any moneys paid after the date hereof or payable in respect of such covenants.

3. **First Fixed Charge on land and buildings**

By way of first fixed charge all other interests (not being made subject to a valid first legal mortgage by paragraphs 1 and 2 above) in any freehold or leasehold property, the buildings and Fixtures and other fixtures and fittings or fixed plant or machinery at any time thereon, and all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land.

4. **First Fixed Charge on chattels**

By way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment now or in the future owned by it and its interest in any plant,

machinery, vehicles, computers, office and other equipment in its possession other than (in any case) any for the time being forming part of such Chargor's stock in trade or work in progress, and the benefit of all contracts, licences and warranties relating to the same.

5. **First Fixed Charge on Group Shares**

By way of first fixed charge all the Group Shares, if any, together with all Distribution Rights from time to time accruing thereto or thereon.

6. **First Fixed Charge on Investments**

By way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto or thereon.

7. **First Fixed Charge on Insurances**

By way of first fixed charge (to the extent not effectively assigned under paragraph 14) all rights and interests of each Chargor in and claims under and returns of premiums in respect of all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, such Chargor or in which such Chargor is otherwise interested.

8. **First Fixed Charge on Book Debts etc**

By way of first fixed charge all present and future book and other debts, revenues and monetary claims of such Chargor and all rights and claims of whatever nature of such Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims.

9. **First Fixed Charge on Bank Balances etc**

By way of first fixed charge all monies (including interest) from time to time standing to the credit of any and all present or future accounts with any bank, financial institution, or other person and all debts represented thereby.

10. **First Fixed Charge on Intellectual Property**

By way of first fixed charge all Intellectual Property owned by such Chargor or in which such Chargor shall have an interest. To the extent that any such Intellectual Property is not capable of being charged (whether by reason of lack of any necessary third party's consent or otherwise) the charge purported to be effected by this

paragraph 10 shall operate as an assignment of any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations.

11. **First Fixed Charge on Agreements, compensation etc**

By way of first fixed charge the benefit of all present and future agreements and authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof to the extent permitted by the terms of such agreements or authorisations.

12. **First Fixed Charge on goodwill and uncalled capital**

By way of first fixed charge all the goodwill and uncalled capital of such Chargor.

13. **First Fixed Charge on Pension Fund rights**

By way of first fixed charge any monies or assets that may actually be paid or transferred to such Chargor from any pension fund (less any tax due in relation thereto) **PROVIDED** that, for the avoidance of doubt:

- (a) the assets (including monies) belonging to such pension fund shall be excluded from the charge created pursuant to this paragraph 13;
- (b) such Chargor shall not be bound to exercise any powers, discretions or rights it may have in relation to such pension fund in any particular way; and
- (c) Clause 15 of the Debenture shall not apply in relation to any of the aforesaid tax due.

14. **Assignment by way of Security**

As further continuing security for the payment to the Security Trustee of the Secured Obligations each Chargor assigns (to the fullest extent capable of assignment) with full title guarantee to the Security Trustee all its rights, title and interest in:

(a) **Insurances**

the Insurances;

(b) **Intellectual Property**

to the extent that the same are incapable of being effectively charged pursuant to paragraph 10, the rights and interest of such Chargor in any Intellectual Property;

- (c) To the extent that any such right, title and interest described in this paragraph 14 and is not assignable or capable of assignment (whether by reason of any prohibition on assignment in the original documentation therefor or otherwise), the assignment thereof purported to be effected by this paragraph 14 shall operate as:
 - (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by each Chargor; and
 - (ii) in the case of the other agreements assigned under paragraph 14(b) (the “**Assigned Agreements**”), an assignment of any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Obligations.

15. **Conversion of floating charge**

- (a) The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created pursuant to paragraph 17 below into a fixed charge as regards such assets as it shall specify in the notice in the event that the Security Trustee is of the view that:
 - (i) such assets are in danger of being seized; or
 - (ii) any legal process or execution is being enforced against such assets or that such assets are otherwise in jeopardy; or
 - (iii) steps have been taken which might lead to the presentation of a petition to appoint an administrator in relation to such Chargor (or such administrator has been appointed) or to wind up such Chargor, or that any such petition has been presented which would in the opinion of the Security Trustee result in the winding up of such Chargor or to the appointment of such an administrator;
- (b) such Chargor has failed to comply with, or takes or threatens to take any action which in the opinion of the Security Trustee is likely to result in its failing to comply with its obligations under Clause 6 (*Negative Pledge and Disposal Restrictions*) of

the Debenture, and by way of further assurance, if requested by the Security Trustee, the Company shall promptly execute a fixed charge over such assets in such form as the Security Trustee shall require.

16. Automatic conversion of floating charge

If a Chargor creates (or purports to create) any Security Interest on or over any Floating Charge Asset without the prior consent in writing of the Security Trustee or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any such Floating Charge Asset, the floating charge created by the Debenture will (in addition to the circumstances in which the same will occur under general law) automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset immediately such event occurs and if any Chargor shall convene any meeting of its members to consider a resolution to wind up or not to wind up such Chargor the floating charge created by the Debenture shall in like manner automatically be converted into a fixed charge over the assets rights and property of such Chargor.

17. Floating charge

As further continuing security for the payment to the Security Trustee of the Secured Obligations each Chargor hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertakings whatsoever and wheresoever both present and future not effectively charged by way of first legal mortgage or first fixed charge or effectively assigned by way of security pursuant to paragraph 14 above pursuant to the provisions.

“Distribution Rights”

means all dividends distributions and other income paid or payable on the relevant Investment or Group Shares (as the case may be) together with all shares or other property derived from the relevant Investment or Group Shares (as the case may be) and together also with all the allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Group Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise).

"Financial Indebtedness"	shall have the same meaning in the Debenture as in the Facility Agreement.
"Fixtures"	in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant or machinery from time to time thereon owned by any Chargor or in which the Chargor has an interest.
"Floating Charge Asset"	any of the Secured Property not expressed to be or not validly made subject to a fixed charge under the Debenture.
"Group"	shall have the same meaning in the Debenture as in the Facility Agreement.
"Group Shares"	all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor, that) Chargor from time to time or any in which it has an interest.
"Insurances"	all contracts and policies of insurance (including all cover notes) of whatever nature which from time to time are taken out or held by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest.
"Intellectual Property"	all patents and patent applications, trade and/or service marks and trade and/or service mark applications (including any rights and interest of any Chargor in those patent and trade and/or service works and designs all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all rights in relation to internet domain names, all registered designs and applications for registered designs, all computer programs, all trade secrets, know-how and all other intellectual property rights, throughout the world, now or in the future owned by the Chargors or any of them or in which the Chargors or any of them shall have an interest together with the benefit of all present and future licences and agreements entered into or the benefit of which is enjoyed by the Chargors or any of them and all ancillary and connected rights relating to the use or exploitation of any of the aforementioned rights.

"Investments"	any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date hereof including (without limitation and save where the context otherwise requires) the Group Shares) owned by a Chargor.
"Permitted Security"	means a Security Interest which is permitted pursuant to the Facility Agreement.
"Secured Property"	all the assets, rights and property, goodwill and undertaking of the Chargors or any of them from time to time charged or otherwise the subject of any Security Interest created hereby or pursuant hereto which includes for the avoidance of doubt each Chargor's rights to or interest in any chose in action.
"Security Interest"	means (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.

Clause 6 (Negative Pledge and Disposal Restrictions)

- 6.1 Except to the extent permitted under Clause 22.12.3 of the Facility Agreement), during the continuance of this security, no Chargor shall (and the Company shall procure that each Chargor shall not) without the prior consent in writing of the Security Trustee (except in respect of a Permitted Security or as otherwise permitted by the terms of the Facility Agreement):
- (a) create or permit to subsist (in favour of any person other than the Security Trustee) any Security Interest over any part of the Secured Property; or
 - (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
 - (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

- (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (e) enter into any other preferential arrangement having a similar effect;

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 6.2 If any Chargor creates or permits to subsist any Security Interest in breach of the provisions of this Clause 6 then, to the fullest extent possible under any applicable law, all obligations of such Chargor under each of the Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.

Schedule 2

Properties in England and Wales

Property Address		Number of lease	Parties to	Date of	Sub Lease
Suite 306 Bridgewater House 58-60 Whitworth Street Manchester	Frognore		ISOFT PLC	2001	
Suite 202 Bridgewater House 58-60 Whitworth Street Manchester	Drew Investments		ISOFT PLC	1 July 1999	
Units 2.01-2.05 Faraday Wharf Aston Science Park Holt Street Birmingham	Aston Science Park Ltd		ISOFT PLC	14 January 2002	
Unit 1A Stirling Industrial Estate Kings Road Newbury	E W Beard		ACT Medisys	30 November 2000 (5 years)	
Suite 2a East Mill Bridgefoot Belper Derbyshire	Godkin Holdings		ISOFT PLC	27 May 2002	

Property Address		Number of lease	Parties to	Date of	Sub Lease
Mill Court Mill Street Slough	Mill Court (Slough) Limited Millars Barn Woodend Nr Marlow Bucks (DE & J Levy)		Eclipsys	14 January 2000 (5 years)	
1 st Floor Whitlock Street 6 Earls Court Road London W8	Unique Group (LA Salle)	Ds2405a/52286	Eclipsys (referred to as Altell)	March 1984 (25 years)	Future Pipes
Unit B Stowe Court Stowe Street Litchfield	ATN Teague (KINSTON & PARTNERS)		ISOFT PLC	26 February 1996 End Date TBA	Kiwi Plan
Fitzwilliam House Huddesfield	Kingsbrook (DJ COUPLAND)		ISOFT PLC	April 1997 (6 years)	

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 DEBENTURE DATED THE 30th JULY 2002 AND CREATED BY ISOFT GROUP PLC FOR SECURING ALL MONEY, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO LLOYDS TSB BANK PLC, AS SECURITY TRUSTEE AND TO THE LENDERS (OR ANY OF THEM) IN ANY CURRENCY 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 20th AUGUST 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd AUGUST 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —