UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): March 17, 2008

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**000-32085**	**36-4392754**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: **(312) 506-1200**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☑ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On March 17, 2008, Allscripts Healthcare Solutions, Inc. (the "Company") entered into (i) an Agreement and Plan of Merger (the "Merger Agreement") with Misys plc, a public limited company incorporated under the laws of England ("Parent"), Misys Healthcare Systems LLC, a North Carolina limited liability company and wholly-owned indirect subsidiary of Parent ("MHS"), and Patriot Merger Company, LLC, a North Carolina limited liability company and wholly-owned subsidiary of the Company ("Sub"), (ii) a Voting Agreement with each of ValueAct Capital Master Fund L.P. and ValueAct Capital Master Fund III, L.P. (collectively, "ValueAct"), each a shareholder of Parent (collectively the "Voting Agreements"), and (iii) a Relationship Agreement with Parent (the "Relationship Agreement").

Shares of the Company's common stock, par value $0.01 per share (the "Company Common Stock"), outstanding immediately prior to the effective time of the Merger will not be affected by the Merger and shall remain outstanding after the consummation thereof. Pursuant to the Merger Agreement, the Company will declare and pay a special dividend of $330,000,000, in the aggregate, to holders of Company Common Stock as of the close of business on the business day immediately prior to the date on which the Merger (as defined below) is consummated.

Merger Agreement

The Merger Agreement provides for (i) the purchase by Parent or its affiliated designee of 18,857,142 shares of Company Common Stock for $330,000,000 (the "Share Purchase") and (ii) the merger of Sub with and into MHS, with MHS being the surviving company (the "Merger" and, together with the Share Purchase, the "Transactions"). At the effective time of, and as a result of the Merger, each issued and outstanding limited liability company interest of MHS shall be cancelled and converted into the right to receive that number of newly issued shares of Company Common Stock that, together with the shares of Company Common Stock to be purchased by Parent or its affiliated designee in the Share Purchase, shall equal 54.5% of the aggregate number of fully-diluted shares (as such term is defined in the Merger Agreement).

The Merger Agreement provides that, following the effective time of the Merger, the Company will expand its board of directors to ten members, which will include four continuing Company directors, including Glen Tullman, and six new directors nominated by Parent, including Michael Lawrie. Mr. Tullman, the current Chairman and Chief Executive Officer of the Company, will remain the Chief Executive Officer of the Company. Mr. Lawrie, Chief Executive Officer of Parent, will also serve as the Company's executive Chairman.

The parties have made customary representations, warranties and covenants in the Merger Agreement, including, among others, covenants (i) not to solicit proposals relating to alternative business combination transactions or not to enter into discussions concerning alternative business combination transactions, subject to the fiduciary duties of the board of directors, and (ii) with respect to the Parent and the Company to cause their respective stockholders meetings to be held to consider approval of, in the case of Parent, the Merger Agreement and the Merger, and, in the case of the Company, the issuance of shares of Company Common Stock in connection with the Transactions and various amendments to the Company's Charter and By-laws as set forth in the Merger

Agreement, subject to the right to terminate the Merger Agreement to accept a superior proposal (as described in the Merger Agreement) and to the fiduciary duties of the board of directors.

Consummation of the Merger is subject to various conditions, including, without limitation, the approval by the stockholders of the Company and the shareholders of Parent, respectively, no legal impediment, the receipt of required regulatory approvals, the absence of a material adverse effect (as such term is defined in the Merger Agreement) on the Company or MHS, and, unless Parent makes the tax election specified in the Merger Agreement, the receipt of an opinion from legal counsel that the Merger constitutes a tax-free reorganization under Section 368(a) of the Internal Revenue Code. There is not a financing condition to the consummation of the Merger.

The Merger Agreement contains certain termination rights for both the Company and Parent, and further provides that, upon termination of the Merger Agreement, a termination fee may be payable by either Parent or the Company. A termination fee of $14,281,883 may be payable by the Company under specified circumstances, including if the Company enters into an agreement with respect to a superior proposal or terminates for certain intervening events (as such term is defined in the Merger Agreement) or if the board of directors of the Company changes its recommendation (so long as Parent has not forced a vote, if entitled to do so). A termination fee of GBP£7,136,657 may be payable by Parent and MHS under specified circumstances, including if Parent enters into an agreement with respect to a superior proposal for MHS or terminates for certain intervening events or if the board of directors of Parent changes its recommendation (so long as the Company has not forced a vote, if entitled to do so).

The Company and Parent may terminate the Merger Agreement in response to a superior proposal that was determined as such prior to the later of (i) May 1, 2008 and (ii) the date the other party delivers its required financial information (as further described in the next paragraph), which financial information each party has nine weeks from March 17, 2008 to provide. After the later to occur of the dates set forth in the prior sentence, if the board of directors of either Parent or the Company changes its recommendation in response to a superior proposal, the other party may force a vote of such changing party's shareholders. If a party exercises its right to force a vote, it is not entitled to a termination fee if such forced shareholder approval is not obtained.

The Merger Agreement provides that (a) Parent must deliver to the Company certain audited financial statements of MHS and (b) the Company must deliver to Parent a reconciliation from U.S. generally accepted accounting principals to International Financial Reporting Standards, in each case, as promptly as practicable, and in any event within nine weeks from March 17, 2008.

The foregoing summary of the Merger Agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, which is attached as Exhibit 2.1 and incorporated herein by reference.

The Merger Agreement has been included to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about the Company. The representations, warranties and covenants contained in the Merger Agreement

were made only for purposes of that agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the Company, Parent, MHS or Sub or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Voting Agreement

In connection with the Merger Agreement, ValueAct and the Company, entered into the Voting Agreements, pursuant to which ValueAct has agreed, among other things, to vote its ordinary shares of Parent to approve the Merger, the Merger Agreement and the other transactions contemplated thereby.

The foregoing summary of the Voting Agreements does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Voting Agreements, which are attached as Exhibits 10.1 and 10.2 and incorporated herein by reference.

Relationship Agreement

In connection with the entry into the Merger Agreement, the Company and Parent entered into the Relationship Agreement. The Relationship Agreement sets forth the agreement between Parent and the Company with respect to certain governance and other matters, including the composition of the board of directors, a voting agreement from Parent and a standstill agreement that Parent will not acquire more than 60 percent of the fully-diluted number of shares of Company Common Stock. Parent has agreed that it will not sell, transfer or dispose of 15 percent of more of the outstanding shares of Company Common Stock unless approved by the Company's board of directors. The Relationship Agreement also contains anti-dilution protection for Parent in the event of issuances of Company Common Stock, subject to limited exceptions, such as grants under Company benefit plans under 1.5 percent of the fully- diluted number of shares of Company Common Stock. Substantially all of the provisions of the Relationship Agreement will become effective as of the effective time of the Merger.

The foregoing summary of the Relationship Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Relationship Agreement, which is attached as Exhibit 10.3 and incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(a) On March 17, 2008, John P. McConnell voluntarily resigned from the Company's board of directors. Mr. McConnell resigned prior to the Company's board of directors taking final action regarding the transactions contemplated by the Merger Agreement and in anticipation thereof, for the reasons specified in his electronic transmission to the Company's Chairman and Chief Executive Officer. Mr. McConnell's electronic transmission is attached as Exhibit 17.1 hereto and is incorporated by reference herein.

At the time of his resignation, Mr. McConnell was not a member of any committees of the board of directors.

Important Additional Information and Where to Find It

This communication is being made in respect of the proposed business combination involving Allscripts Healthcare Solutions, Inc. ("Allscripts") and Misys Healthcare Systems LLC ("MHS"), a wholly owned subsidiary of Misys plc ("Misys"). In connection with this proposed transaction, Allscripts intends to file with the Securities and Exchange Commission (the "SEC") a preliminary proxy statement, a definitive proxy statement and other related materials, and Parent intends to file a shareholder circular with the Financial Services Authority in the United Kingdom. The definitive proxy statement will be mailed to the stockholders of Allscripts, and the shareholder circular will be mailed to the shareholders of Parent. BEFORE MAKING ANY DECISION WITH RESPECT TO THE PROPOSED TRANSACTION, INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THESE DOCUMENTS AND OTHER RELEVANT MATERIALS WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY AND THE PROPOSED TRANSACTION. Investors and security holders can obtain copies of Allscripts' materials (and all other offer documents filed with the SEC) when available, at no charge on the SEC's website: www.sec.gov. Copies can also be obtained at no charge by directing a request for such materials to Allscripts at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654, Attention: Lee Shapiro, Secretary. Investors and security holders may also read and copy any reports, statements and other information filed by Allscripts with the SEC, at the SEC public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 or visit the SEC's website for further information on its public reference room. Allscripts' directors, executive officers and other members of management and employees may, under the rules of the SEC, be deemed to be participants in the solicitation of proxies from the stockholders of Allscripts in favor of the proposed transaction. Information about Allscripts, its directors and its executive officers, and their ownership of Allscripts' securities, is set forth in its proxy statement for the 2007 Annual Meeting of Stockholders of the Company, which was filed with the SEC on April 30, 2007. Additional information regarding the interests of those persons may be obtained by reading the proxy statement and other relevant materials to be filed with the SEC when they become available.

Forward-looking Statements

This communication contains forward-looking statements. Those forward-looking statements include all statements other than those made solely with respect to historical fact. Forward-

looking statements may be identified by words such as “believes”, “expects”, “anticipates”, “estimates”, “projects”, “intends”, “should”, “seeks”, “future”, continue”, or the negative of such terms, or other comparable terminology. Such statements include, but are not limited to, statements about the expected benefits of the transaction involving Allscripts, MHS and Parent, including potential synergies and cost savings, future financial and operating results, and the combined company’s plans and objectives. In addition, statements made in this communication about anticipated financial results, future operational improvements and results or regulatory approvals are also forward-looking statements. Such forward-looking statements are subject to numerous risks, uncertainties, assumptions and other factors that are difficult to predict and that could cause actual results to vary materially from those expressed in or indicated by them. Factors that could cause actual results to differ materially include, but are not limited to: (1) the occurrence of any event, development, change or other circumstances that could give rise to the termination of the merger agreement; (2) the outcome of any legal proceedings that have been or may be instituted against Allscripts, Parent or MHS and others following announcement of entering into the merger agreement; (3) the inability to complete the proposed transaction due to the failure to obtain stockholder or shareholder approval or the failure of any party to satisfy other conditions to completion of the proposed transaction, including the expiration of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of other required regulatory approvals; (4) risks that the proposed transaction disrupts current plans and operations and potential difficulties in employee retention as a result of the merger; (5) the ability to recognize the benefits of the merger; (6) legislative, regulatory and economic developments; and (7) other factors described in filings with the SEC. Many of the factors that will determine the outcome of the subject matter of this communication are beyond Allscripts’, Parent’s and MHS’ ability to control or predict. Allscripts can give no assurance that any of the transactions related to the merger will be completed or that the conditions to the merger will be satisfied. Allscripts undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise. Allscripts is not responsible for updating the information contained in this communication beyond the published date, or for changes made to this communication by wire services or Internet service providers.

Item 9.01. Financial Statements and Exhibits.

Exhibits.

The following exhibits are filed herewith:

Exhibit No.	
Exhibit 2.1	Agreement and Plan of Merger, dated as of March 17, 2008, by and among Allscripts Healthcare Solutions, Inc., Misys plc, Misys Healthcare Systems, LLC, and Patriot Merger Company, LLC
Exhibit 10.1	Voting Agreement, dated as of March 17, 2008, by and among Allscripts Healthcare Solutions, Inc. and ValueAct Capital Master Fund L.P.
Exhibit 10.2	Voting Agreement, dated as of March 17, 2008, by and among Allscripts Healthcare Solutions, Inc. and ValueAct Capital Master Fund III, L.P.

Exhibit 10.3	Relationship Agreement, dated as of March 17, 2008, by and between Allscripts Healthcare Solutions, Inc. and Misys plc
Exhibit 17.1	Resignation Letter of John P. McConnell, dated March 17, 2008

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

Date: March 19, 2008

By: /s/ Brian Vandenberg
Brian Vandenberg
Vice President and General Counsel

EXHIBIT INDEX

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Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

DATED AS OF MARCH 17, 2008

BY AND AMONG

MISYS PLC,

MISYS HEALTHCARE SYSTEMS, LLC,

ALLSCRIPTS HEALTHCARE SOLUTIONS INC.,

and

PATRIOT MERGER COMPANY, LLC

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AGREEMENT AND PLAN OF MERGER, dated as of March 17, 2008 (this " Agreement"), by and among Misys plc, a public limited company incorporated under the laws of England ("Parent"), Misys Healthcare Systems, LLC, a North Carolina limited liability company and a wholly-owned indirect subsidiary of Parent ("Safety"), Allscripts Healthcare Solutions, Inc., a Delaware corporation (" Receiver"), and Patriot Merger Company, LLC, a North Carolina limited liability company and a wholly-owned subsidiary of Receiver (" Merger Sub").

W I T N E S S E T H :

WHEREAS, the respective Boards of Directors of Parent and Receiver and the respective sole members of Safety and Merger Sub have approved and declared advisable and in the best interests of their respective corporations and shareholders or limited liability companies, as applicable, that the parties hereto consummate the transactions contemplated herein; and

WHEREAS, in furtherance thereof, the Boards of Directors of each of Parent and Receiver and the respective sole members of Safety and Merger Sub have adopted and approved this Agreement and the merger of Merger Sub with and into Safety, with Safety continuing as the Surviving Company upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the North Carolina Limited Liability Company Act (the "LLC Act"); and

WHEREAS, the Board of Directors of Parent has determined to recommend to its shareholders the approval and adoption of this Agreement and the Merger; and

WHEREAS, the Board of Directors of Receiver has determined to recommend to its stockholders the issuance of shares of Receiver Common Stock in connection with the Merger, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments; and

WHEREAS, subject to clause (ii) of Section 2.8, the Merger is intended to qualify as a reorganization under section 368(a) of the Code and the Board of Directors of Receiver and the respective sole members of Safety and Merger Sub have approved and adopted this Agreement as a plan of reorganization within the meaning of Treasury Regulations § 1.368-2(g); and

WHEREAS, concurrently with the execution hereof, in order to induce Receiver to enter into this Agreement, each of ValueAct Capital Master Fund L.P. and ValueAct Capital Master Fund III, L.P. (the "Shareholders") have entered into a Voting Agreement dated as of the date hereof (each a " Voting Agreement"), which Voting Agreements provide, among other things, that, subject to the terms and conditions thereof, each of such Shareholders will vote its shares of Parent in favor of the Merger and the approval and adoption of this Agreement; and

WHEREAS, concurrently with the execution hereof, and as partial consideration for the issuance of Receiver Common Stock to Parent in connection with the Merger, Parent and Receiver are entering into a Relationship Agreement (the "Relationship Agreement") dated as of the date hereof and which shall become effective upon consummation of the Merger and the issuance of Receiver Common Stock to Parent in connection therewith; and

WHEREAS, concurrently with the execution hereof, in order to induce Parent and Safety to enter into this Agreement, the Persons listed on Exhibit A are each entering into an employment agreement, dated as of the date hereof, between himself or herself and Receiver, which shall become effective upon consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. The terms defined in this Article I, whenever used herein, shall have the following meanings for all purposes of this Agreement:

"Accounting Arbitrator" has the meaning set forth in Section 6.11(h);

"Acquisition Agreement" has the meaning set forth in Section 5.5(c);

"Additional Charter and By-Laws Amendments" has the meaning set forth in Section 4.1(d)(i);

"Additional Receiver Stockholder Approval" has the meaning set forth in Section 4.1(d)(i);

"Affected Employees" has the meaning set forth in Section 6.10(a);

"Affiliate" means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of a Person or the ownership (directly or indirectly) of securities or other interests in such Person, provided that, after the Effective Time, (i) neither Receiver nor any of its Subsidiaries shall be treated as Affiliates of Parent or any of its Subsidiaries and (ii) neither Parent nor any of its Subsidiaries shall be treated as Affiliates of Receiver or any of its Subsidiaries;

"Agreed Proportion" means, with respect to Parent, the number of shares of Receiver Common Stock that Parent or its designee would have received pursuant to Section 3.2 if the Merger had been consummated, divided by the number of shares of Receiver Common Stock that Parent and its Subsidiaries would have received pursuant to Section 3.1 and Section 3.2 if the Merger had been consummated (the " Parent Ratio"), and, with respect to Safety, one minus the Parent Ratio;

"Agreement" has the meaning set forth in the preliminary statements hereto;

"Average Share Price" means the amount obtained by subtracting (i) the Per Share Dividend Amount from (ii) the average closing price of Receiver Common Stock as reported on Nasdaq during the 15 Business Day period ending on the fifth Business Day prior to the Closing Date;

"Business" means, with respect to any Person, the business and operations of such Person and its Subsidiaries as currently conducted or as conducted at the Effective Time;

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday in New York, New York or London, United Kingdom or other day on which banking institutions or trust companies are authorized or obligated by law to close in New York, New York or London, United Kingdom;

"Certificate of Merger" has the meaning set forth in Section 2.3;

"Change in the Parent Recommendation" has the meaning set forth in Section 6.2;

"Change in the Receiver Recommendation" has the meaning set forth in Section 6.1(b);

"Charter and By-Laws Amendments" has the meaning set forth in Section 4.1(d)(i);

"Circular" has the meaning set forth in Section 6.2;

"Claim" means any suit, action, cause of action, proceeding, claim, complaint, grievance, arbitration proceeding, demand, citation, summons, subpoena, cease and desist letter, injunction, notice of violation or

irregularity, review or investigation (whether civil, criminal, regulatory or otherwise and whether at law or in equity, before or by any Governmental Entity or before any arbitrator);

"Closing" has the meaning set forth in Section 2.2;

"Closing Date" has the meaning set forth in Section 2.2;

"Code" means the Internal Revenue Code of 1986, as amended from time to time;

"Confidentiality Agreement" means the letter agreement dated as of October 9, 2007 between Parent and Receiver LLC, as amended by the joinder of Receiver dated as of the date hereof;

"Consolidated or Combined Return" means any Tax Return that includes or included Safety or items therefrom on the one hand, and DGP (or any of its Affiliates other than Safety) or items therefrom on the other hand;

"Constituent Documents" means with respect to any entity, the certificate or articles of incorporation, certificate of formation, limited liability company agreement, by-laws, minute books, or any similar charter or other organizational documents of such entity;

"Continuation Period" has the meaning set forth in Section 6.10(a);

"Convertible Debentures" has the meaning set forth in Section 4.1(c)(i);

"CSA" has the meaning set forth in Section 4.1(w)(i);

"DGCL" means the Delaware General Corporate Law, as may be amended from time to time;

"DGP" means DGP, a Delaware general partnership;

"Dividend Declaration" has the meaning set forth in Section 4.1(d)(i);

"Effective Time" has the meaning set forth in Section 2.3;

"Election Notice" means a written notice from Parent to Receiver delivered on or prior to the Restructure Notice Date exercising Parent's right to require the structural changes described in Section 2.8(ii) and instructing Receiver to not elect, and to cause Merger Sub to not elect, to treat Merger Sub as an association taxable as a corporation for U.S. federal income tax purposes;

"Environmental Law" means any applicable foreign, federal, state or local law, treaty, statute, rule, regulation, order, ordinance, decree, injunction or any other requirement of law (including common law) regulating or relating to the protection of occupational health and safety, natural resources or the environment, including laws relating to pollution, contamination or the use, generation, management, handling, transport, treatment, disposal, storage, exposure to, Release or threatened Release of Hazardous Substances;

"ERISA" has the meaning set forth in Section 4.1(o)(i);

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

"Extraordinary Dividend" has the meaning set forth in Section 3.3(a);

"FDA" has the meaning set forth in Section 4.1(w)(i);

"FDCA" has the meaning set forth in Section 4.1(w)(i);

"Federal and Consolidated Income Tax Liabilities" means income Taxes imposed on Safety, or for which Safety may otherwise be liable, (i) relating to U.S. federal income Taxes attributable to any Pre-Closing Period, (ii) relating to income Taxes other than U.S. federal income Taxes with respect to which Safety or any predecessor of Safety joins, has joined or was required to have joined in filing a consolidated, combined or unitary Tax Return with any Safety Group or (iii) as a result of Safety or any predecessor of Safety being or having been a member of any Safety Group (including under Treasury Regulation § 1.1502-6 or any provision of state, local or foreign Law similar to Treasury Regulation § 1.1502-6), including any such Taxes imposed as a result of Safety ceasing to be a member of any Safety Group;

"Fully Diluted Shares" means, as of a certain date, the sum of (i) all issued and outstanding shares of Receiver Common Stock and (ii) all shares of Receiver Common Stock that are or will become issuable upon conversion or exchange of any security outstanding on such date, other than shares of Receiver Common Stock issuable upon conversion or exchange of any Receiver stock options (with shares of Receiver Common Stock issuable upon conversion or exchange of any Receiver stock options being treated as set forth in the proviso to this definition), taking into account, with respect to any date following the Effective Time, any adjustments resulting from the declaration of the Extraordinary Dividend and the consummation of the other transactions contemplated hereby; provided,

however, that (x) each Receiver stock option as to which (1) the exercise price less the Per Share Dividend Amount (the "Adjusted Exercise Price") exceeds (2) the Average Share Price (an "Out-of-the-Money Option") shall not be included in the calculation of Fully Diluted Shares and (y) each Receiver stock option with an Adjusted Exercise Price equal to or less than the Average Share Price shall be included in the calculation of Fully Diluted Shares in an amount equal to (1) the number of shares of Receiver Common Stock subject to such Receiver stock option *minus* (2) the number of shares of Receiver Common Stock equal to (A) the Adjusted Exercise Price of such Receiver stock option multiplied by the number of shares of Receiver Common Stock subject to such Receiver stock option *divided by* (B) the Average Share Price (it being understood that, in the case of clause (y), if the Adjusted Exercise Price is zero or negative, then, with respect to the applicable options, the calculation contemplated by clause (y) shall be appropriately modified to include adjustments increasing the number of shares of Receiver Common Stock subject to such options with the goal of preserving the intrinsic value of such options);

"GAAP" means United States generally accepted accounting principles;

"Governmental Entity" means any domestic or foreign (whether national, federal, state, provincial, local or otherwise) government or any court, administrative agency or commission or other governmental or regulatory authority or agency, domestic, foreign or supranational;

"Guaranteed Obligations" has the meaning set forth in Section 8.3(e);

"Hazardous Substances" means any substance or material that is defined, listed or identified under any Environmental Law as a "hazardous waste," "hazardous substance," "toxic substance," pollutant, contaminant or words of similar import thereunder, including petroleum and petroleum byproducts and wastes;

"HIPAA" means the Health Insurance Portability and Accountability Act;

"HSR Act" has the meaning set forth in Section 4.1(e)(ii);

"IFRS" means the International Financial Reporting Standards promulgated from time to time by the International Accounting Standards Board and as adopted by the European Union;

"Indebtedness" means, with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money, or with respect to

deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid (other than trade payables incurred in the ordinary course of business consistent with past practices), (iv) all obligations of such Person under conditional sale or other title retention agreements relating to any property purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for supplies incurred in the ordinary course of business consistent with past practices), (vi) all lease obligations of such Person capitalized on the books and records of such Person, (vii) all obligations of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (viii) all obligations of such Person under interest rate, currency or commodity derivatives or hedging transactions, (ix) all letters of credit or performance bonds issued for the account of such Person (excluding (a) letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the ordinary course of business consistent with past practices, (b) standby letters of credit relating to workers' compensation insurance and surety bonds and (c) surety bonds and customs bonds) and (x) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person;

"Intellectual Property" shall mean all trademarks, service marks, trade names, trade dress, including all goodwill associated with the foregoing, domain names, copyrights, Software and Internet websites, and registrations and applications to register or renew the registration of any of the foregoing, patents and patent applications and Trade Secrets;

"Intercompany Agreements" has the meaning set forth in Section 6.9(b);

"Interim Financials" has the meaning set forth in Section 6.14(b);

"Interim Period" has the meaning set forth in Section 6.14(b);

"Intervening Event" means, with respect to any Person, an event or circumstance material to such Person and its Subsidiaries, taken at a whole (other than an increase in the market price of such Person's common stock or shares, as the case may be, or any event or circumstance resulting from a breach of this Agreement by such Person or its subsidiaries), that was neither known to the Board of Directors of such Person at such time nor anticipated as of the date hereof, which event or circumstance becomes known to or by the Board of Directors of Receiver prior to the Receiver

Stockholder Approval or the Board of Directors of Parent prior to the Parent Shareholder Approval and which causes the Board of Directors of such Person to conclude in good faith, after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), that its failure to effect a Change in the Receiver Recommendation or a Change in the Parent Recommendation, as applicable, would be inconsistent with its fiduciary duties (or, in the case of Parent, statutory duties) to the stockholders of Receiver or the shareholders of Parent, as applicable, under applicable Law; provided, however, that in no event shall the receipt, existence or terms of a Takeover Proposal or any matter relating thereto or consequence thereof constitute an Intervening Event;

"IRS" has the meaning set forth in Section 4.1(m)(iii);

"JPMorgan Consent" means the Consent and Waiver, dated March 17, 2008, between Receiver and certain Subsidiaries thereof and the Required Lenders (as such term is defined in the Credit Agreement, dated as of December 31, 2007, among Receiver and certain Subsidiaries thereof as borrowers, JPMorgan Chase Bank, N.A., as administrative agent, J.P. Morgan Securities Inc, as lead arranger, and the lenders from time to time party thereto);

"Knowledge" means, with respect to (i) Receiver, the actual knowledge of any of the Persons set forth in Schedule 1.1 of the Receiver Disclosure Letter and (ii) Parent or Safety, the actual knowledge of any of the Persons set forth in Section 1.1 of the Safety Disclosure Letter;

"Law" (and with the correlative meaning "Laws") means rule, regulation, statute, order, ordinance, guideline, code (including the UK Takeover Code) or other legally enforceable requirement, including, but not limited to common law, state and federal laws or securities laws and laws, rules and regulations of foreign jurisdictions;

"Liens" has the meaning set forth in Section 4.1(b)(i);

"LLC Act" has the meaning set forth in the recitals hereto;

"Material Adverse Effect" means, with respect to any Person, any state of facts, change, development, effect, condition or occurrence that would reasonably be expected to be material and adverse to the (A) business, (B) assets, (C) properties, (D) financial condition or (E) results of operations of such Person and its Subsidiaries, in each case, taken as a

whole; provided, however, that to the extent any state of facts, change, development, effect, condition or occurrence is caused by or results from any of the following, it shall not be taken into account in determining whether there has been a "Material Adverse Effect" with respect to the applicable Person and its Subsidiaries, taken as a whole: (1) the adoption, proposal, implementation or change in Laws or interpretations thereof by any Governmental Entity; (2) changes in global, national or regional political conditions (including any outbreak, escalation or diminishment of hostilities, war or any act of terrorism); (3) any change, event or circumstance in the industry of such Person generally; (4) changes affecting the United States or United Kingdom financial or securities markets or the economy in general; (5) changes in GAAP or IFRS regulatory accounting requirements applicable to such Person or its Subsidiaries or the interpretations thereof; (6) except with respect to the representations and warranties set forth in Section 4.1(e) or Section 4.2(d), the announcement of the execution of or existence of this Agreement, the Merger and the transactions contemplated hereby (including losses or threatened losses of relationships with employees, customers, distributors or suppliers), or actions taken by such Person or any of its Subsidiaries that are required pursuant to this Agreement; or (7) any change in the market price or trading volume of the equity securities of Receiver or Parent on or after the date hereof, except the events underlying changes, effects and circumstances described in the foregoing clause (7) are not included within the scope of such clause, and, unless, with respect to clauses (2), (3) and (4) above, and only to the extent that, such event, change, circumstance, or effect has a materially disproportionate effect on such Person and its Subsidiaries, taken as a whole, compared with other comparable companies operating in the same industry;

"Merger" has the meaning set forth in Section 2.1;

"Merger Sub" has the meaning set forth in the preliminary statements hereto;

"Merger Tax Opinion" has the meaning set forth in Section 6.11(l);

"Nasdaq" means the NASDAQ National Market;

"New Plan" has the meaning set forth in Section 6.10(b);

"Non-Election Notice" means a written notice from Parent to Receiver delivered on or prior to the Restructure Notice Date forgoing Parent's right to require the structural changes described in Section 2.8(ii), accompanied by an IRS Form 8832, completed by Safety but not signed,

pursuant to which Merger Sub elects to be treated as an association taxable as a corporation for U.S. federal income tax purposes and instructing Receiver to sign such IRS Form 8832;

"Nonqualified Deferred Compensation Plan" has the meaning set forth in Section 4.1(o)(x);

"Non-Safety Participants" has the meaning set forth in Section 6.10(f);

"Outside Date" has the meaning set forth in Section 8.1(b)(i);

"Parent" has the meaning set forth in the preliminary statements hereto;

"Parent Guarantee" has the meaning set forth in Section 6.9(d);

"Parent Guaranteed Obligation" has the meaning set forth in Section 8.3(e);

"Parent Recommendation" has the meaning set forth in Section 4.2(d)(iii);

"Parent Shareholder Approval" has the meaning set forth in Section 4.2(d)(i);

"Parent Shareholders Meeting" has the meaning set forth in Section 6.2;

"Parent Tax Counsel" has the meaning set forth in Section 6.11(l);

"Permitted Liens" means (i) any Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings; (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens; (iii) leases or subleases (other than capital leases and leases underlying sale and leaseback transactions); (iv) pledges or deposits in connection with workers' compensation, unemployment insurance, and other social security legislation; (v) easements, rights-of-way and other restrictions or encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not in any case materially detract from the value of the property subject thereto; (vi) Liens the existence of which are disclosed in a consolidated balance sheet or the notes thereto included in any SEC filing made prior to the date of this Agreement; and (vii) Liens that, individually or in the aggregate, do not and would not reasonably be expected to, materially detract from the value of any property, rights or assets subject to such Lien or, materially interfere with the use thereof as currently used;

"Per Share Dividend Amount" has the meaning set forth in Section 3.3(b);

"Person" means an individual, corporation, partnership, joint venture, association, trust, limited liability company, Governmental Entity, unincorporated organization or other entity;

"PHSA" has the meaning set forth in Section 4.1(w)(i);

"Pre-Closing Period" means any Tax year or period (or portion thereof) ending on or prior to the Closing Date;

"Proxy Statement" has the meaning set forth in Section 6.1(a)

"QB Holdings" means Misys Holdings, Inc., a Delaware corporation, a wholly-owned indirect Subsidiary of Parent;

"Receiver" has the meaning set forth in the preliminary statements hereto;

"Receiver Common Stock" means the common stock, par value $0.01, of Receiver;

"Receiver Common Stock Unit" means a notional unit representing the right to receive a share of Receiver Common Stock pursuant to a Receiver Stock Plan;

"Receiver Contract" has the meaning set forth in Section 4.1(v);

"Receiver Disclosure Letter" has the meaning set forth in Section 4.1;

"Receiver Employee Plans" has the meaning set forth in Section 4.1(o)(i);

"Receiver Employees" has the meaning set forth in Section 4.1(o)(i);

"Receiver Equity Award" has the meaning set forth in Section 4.1(h)(vii);

"Receiver Financial Statement Delivery Date" means the date on which Receiver delivers the financial information to Parent pursuant to Section 6.14(c);

"Receiver Lease" has the meaning set forth in Section 4.1(n)(iii);

"Receiver Leased Real Property" has the meaning set forth in Section 4.1(n)(ii);

"Receiver Licenses" has the meaning set forth in Section 4.1(s)(ii);

“Receiver Maximum Premium” has the meaning set forth in Section 6.7(b);

“Receiver Owned Intellectual Property” has the meaning set forth in Section 4.1(s)(i);

“Receiver Owned Real Property” has the meaning set forth in Section 4.1(n)(i);

“Receiver Permits” has the meaning set forth in Section 4.1(j)(ii);

“Receiver Preferred Stock” has the meaning set forth in Section 4.1(c)(i);

“Receiver Recommendation” has the meaning set forth in Section 6.1(b);

“Receiver SEC Documents” has the meaning set forth in Section 4.1(f)(i);

“Receiver Stockholder Approval” has the meaning set forth in Section 4.1(d)(i);

“Receiver Stockholders Meeting” has the meaning set forth in Section 6.1(b);

“Receiver Stock Plans” means the Amended and Restated Receiver 1993 Stock Incentive Plan and the Receiver 2001 Non-Statutory Stock Plan;

“Receiver Tax Counsel” has the meaning set forth in Section 6.11(l);

“Receiver Termination Fee” means $14,281,883;

“Record Date” has the meaning set forth in Section 3.3(a);

“Regulatory Law” has the meaning set forth in Section 6.5(f);

“Relationship Agreement” has the meaning set forth in the recitals hereto;

“Release” means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing and the like, including without limitation, the moving of any materials through, into or upon, any land, soil, surface water, groundwater or air, or otherwise entering into the indoor or outdoor environment;

“Representatives” means, with respect to any Person, its and its Subsidiaries’ directors, officers or employees, or any investment banker, financial advisor, accountant, attorney or other advisor, agent or representative retained by it or any of its Subsidiaries;

"Requisite Approvals" has the meaning set forth in Section 6.5(f);

"Restructure Notice Date" means the date that is ten (10) Business Days prior to the Closing Date;

"Safety" has the meaning set forth in the preliminary statements hereto;

"Safety 2008 Audited Financial Statements" has the meaning set forth in Section 6.14(a);

"Safety Audited Financial Statements" has the meaning set forth in Section 6.14(a);

"Safety Contract" has the meaning set forth in Section 4.2(u);

"Safety Disclosure Letter" has the meaning set forth in Section 4.2;

"Safety Employee Plans" has the meaning set forth in Section 4.2(o)(i);

"Safety Employees" has the meaning set forth in Section 4.2(o)(i);

"Safety Financial Statement Delivery Date" means the date on which Parent delivers the Safety Audited Financial Statements to Receiver pursuant to Section 6.14;

"Safety Financial Statements" has the meaning set forth in Section 4.2(f)(i);

"Safety Foreign Benefit Plan" means any material employee benefit plan, program or arrangement provided by Safety or any Affiliate of Safety, or to which Safety or any of its Affiliates is a party, that covers any current or former non-U.S. employee, director or consultant, that is in effect on the date hereof, and as to which Safety has or the Surviving Company may have in the future any liability;

"Safety Group" means any group that files or has filed income Tax Returns on a combined, consolidated or unitary basis that includes, has included or was required to have included Safety or any predecessor of Safety at any time at or before the Effective Time but, for the avoidance of doubt, not including any group that includes Receiver or any Subsidiary of Receiver;

"Safety Guarantee" has the meaning set forth in Section 6.9(c);

"Safety Guaranteed Obligation" has the meaning set forth in Section 8.3(e);

"Safety Lease" has the meaning set forth in Section 4.2(n)(iii);

"Safety Leased Real Property" has the meaning set forth in Section 4.2(n)(ii);

"Safety Licenses" has the meaning set forth in Section 4.2(r)(ii);

"Safety LLC Agreement" means the Amended and Restated Operating Agreement of Misys Physician Systems, LLC, effective as of January 24, 2002, adopted by Kirsty, Inc., as may be amended from time to time;

"Safety Maximum Premium" has the meaning set forth in Section 6.7(c);

"Safety Owned Intellectual Property" has the meaning set forth in Section 4.2(r)(i);

"Safety or Parent Equity Award" has the meaning set forth in Section 4.2(h)(vii);

"Safety Permits" has the meaning set forth in Section 4.2(j)(ii);

"Safety Termination Fee" means GBP£7,136,657;

"Sarbanes-Oxley Act" has the meaning set forth in Section 4.1(f)(iii);

"SEC" means the Securities and Exchange Commission;

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

"Settlement Date" has the meaning set forth in Section 3.3(a);

"Share Issuance" has the meaning set forth in Section 4.1(d)(i);

"Shareholder" has the meaning set forth in the recitals hereto;

"Significant Business Transaction" means, with respect to any Person, a merger, consolidation, business combination, share exchange, share acquisition, share tender offer, reorganization, recapitalization, liquidation, dissolution, or similar transaction involving such Person;

"Software" means all computer software, including application software, operating system software and firmware including, all source code and object code versions thereof, in any and all forms and media, and all related documentation;

"Software Agreement" has the meaning set forth in Section 6.19;

"Subsidiary" means, with respect to any Person, another Person of which 50% or more of any class of capital stock, voting securities, other voting ownership or voting partnership interests (or, if there are no such voting interests, 50% or more of the equity interests) are owned or controlled, directly or indirectly, by such first Person, provided that, after the Effective Time, neither Receiver nor any of its Subsidiaries shall be treated as Subsidiaries of Parent;

"Superior Proposal" means, with respect to any Person, any *bona fide* written proposal or offer made by a Third Party in respect of a Significant Business Transaction (other than a Significant Business Transaction solely involving the shares of Parent) involving, or any transaction involving the purchase or acquisition, directly or indirectly, of, (i) at least 60% of the voting power of such Person's capital stock or other equity interests or (ii) at least 60% of the consolidated assets of such Person and its Subsidiaries, which transaction such Person's Board of Directors or, if the Person is Safety, the Board of Directors of Parent or such Person's other governing body determines in good faith, after consultation with its outside counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), would be, if consummated, more favorable to the shareholders of such Person (or, if such Person is Safety, the shareholders of Parent) than the Merger taking into account all of the terms and conditions of such proposal and of this Agreement (including any proposal to amend the terms of this Agreement) and all financial, regulatory, legal and other aspects of such proposal;

"Surviving Company" has the meaning set forth in Section 2.1;

"Takeover Proposal" means, with respect to any Person, any proposal or offer in respect of (i) a Significant Business Transaction (other than a Significant Business Transaction solely involving the shares of Parent) with any Third Party in which the shareholders of the Third Party or such Third Party itself will own, directly or indirectly, more than 20% of such Person's outstanding capital stock immediately following such Significant Business Transaction, including pursuant to the issuance by such Person of more than 20% of any class of its voting equity securities, or (ii) any

direct or indirect acquisition (other than an acquisition of the shares of Parent), whether by tender or exchange offer or otherwise, by any Third Party of 20% or more of any class of capital stock of such Person or of 20% or more of the consolidated assets of such Person and its Subsidiaries, in a single transaction or a series of related transactions;

"Tax" (and with the correlative meaning "Taxes") means (i) income, gross receipts, franchise, sales, use, ad valorem, property, payroll, withholding, excise, severance, transfer, employment, estimated, alternative or add-on minimum, stamp, occupation, premium, environmental or windfall profits taxes, and other taxes, charges, fees, levies, imposts, customs, duties, licenses or other assessments, together with any interest and any penalties (including penalties for failure to file or late filing of any return, report or other filing, and any interest in respect of such penalties and additions), additions to tax or additional amounts imposed by any federal, state, local, foreign or other taxing authority, (ii) any liability for payment of amounts described in clause (i), whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person;

"Tax Dispute" has the meaning set forth in Section 6.11(h);

"Tax Matters" has the meaning set forth in Section 6.11(f)(i);

"Tax Return" means any declaration, statement, report, return, information return or claim for refund relating to Taxes (including information required to be supplied to a Governmental Entity in respect of such report or return) including, if applicable, any combined or consolidated return for any group of entities;

"Taxing Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Entity;

"Third Party" means, (i) with respect to Parent or Safety, any Person other than Parent, Safety or any controlled Affiliate thereof, and (ii) with respect to Receiver, any Person other than Receiver or any controlled Affiliate thereof;

"Trademark Agreement" shall mean the Trademark and Trade Name License Agreement, to be entered into as of the Closing Date by Safety and Parent substantially in the form attached hereto as Exhibit F with such changes as the parties may agree prior to the Closing Date;

"Trade Secrets" shall mean all inventions, processes, designs, formulae, trade secrets, know-how, ideas, research and development, data, databases and confidential information;

"Transition Services Agreement" has the meaning set forth in Section 6.6;

"Transfer Taxes" means all transfer, value-added, documentary, sales, use, registration and other similar Taxes (including all applicable real estate transfer taxes) imposed on Safety, the Surviving Company or Merger Sub in connection with the Merger;

"Transferee Deferred Compensation Plan" has the meaning set forth in Section 6.10(f);

"Voting Agreement" has the meaning set forth in the recitals hereto.

Section 1.2 Interpretation. In this Agreement, except to the extent that context otherwise requires:

(a) When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article, Section or Exhibit of this Agreement unless otherwise indicated.

(b) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The term "or" is not exclusive.

(d) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(f) Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, except as otherwise specified herein.

(g) References to a Person are also to its permitted successors and assigns.

(h) Any matter disclosed in any section or subsection of any Disclosure Letter shall be disclosed for the purposes of the specific Articles or Sections or subsections of this Agreement to which such section relates and shall be deemed disclosed in each other section or subsection hereof or thereof to which the relevance of such information is reasonably apparent on its face.

(i) All references to "dollars" or "$" or any similar references or designations contained herein mean United States Dollars.

(j) All references to a statute or regulation mean such statute or regulation as amended from time to time and include any successor legislation thereto and any rules or regulations promulgated thereunder.

ARTICLE II

THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, in accordance with the LLC Act, Merger Sub shall be merged with and into Safety (the "Merger"). As a result of the Merger and at the Effective Time, the separate limited liability company existence of Merger Sub shall cease, and Safety shall continue as the surviving company (the " Surviving Company") and shall succeed to and assume all the rights, privileges, immunities, powers and purposes and be liable for all of the liabilities, obligations and penalties of Safety and Merger Sub in accordance with the LLC Act.

Section 2.2 Closing. The closing of the Merger (the "Closing") shall take place at 10:00 a.m., New York City time, on the fourth Business Day after the satisfaction or waiver of the conditions set forth in Article VII (other than those conditions that by their terms cannot be satisfied until the time of the Closing, but subject to the fulfillment or waiver of those conditions), at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York, or at such other time, date or place agreed to in writing by Parent and Receiver. The date on which the Closing occurs is referred to in this Agreement as the " Closing Date".

Section 2.3 Effective Time. Prior to the Closing, the parties hereto shall prepare, and on the Closing Date, shall file a certificate of merger as contemplated by the LLC Act with the Secretary of State of the State of North Carolina, together with any required related certificates and in such form as required by, and executed in accordance with, the LLC Act (the "Certificate of Merger"). The Merger shall become effective at such time as the Certificate of Merger has been duly filed with the Secretary of State of the State of North Carolina, or at such subsequent time or date as Parent and Receiver shall agree and specify in such Certificate of Merger. The time at which the Merger becomes effective is referred to in this Agreement as the " Effective Time."

Section 2.4 Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in this Agreement and in the applicable provisions of the LLC Act.

Section 2.5 Constituent Documents.

(a) The certificate of formation of Safety, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Company, until thereafter changed or amended as provided therein or by applicable Law.

(b) The Safety LLC Agreement in effect immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Company until thereafter changed or amended as provided therein or by applicable Law.

Section 2.6 Directors. All members of Safety's Board of Directors shall resign therefrom effective at the Effective Time, and the Persons designated in Exhibit D shall be appointed to the Surviving Company's Board of Directors, each to hold office in accordance with the Surviving Company's Constituent Documents.

Section 2.7 Officers. The officers of Safety as of the Effective Time shall be the officers of the Surviving Company, each to hold office in accordance with the Surviving Company's Constituent Documents.

Section 2.8 Structural Change. Prior to the Restructure Notice Date, Parent shall deliver to Receiver either the Election Notice or the Non-Election Notice (but not both). Without the consent of Receiver or any other party hereto and notwithstanding any other provisions hereof, (i) upon ten (10) Business Days' prior notice to Receiver describing such transfer, Parent may cause some or all of the limited liability company interests of Safety to be transferred to Parent or one or more Affiliates of Parent prior to the Closing Date and (ii) upon delivery by Parent to Receiver of an Election Notice not later than the Restructure Notice Date, (a) as a modification to the purchase price and number of shares of Receiver Common Stock set forth in Section 3.2(a) and (b), the number of shares of Receiver Common Stock to be purchased by Parent or its

designee pursuant to Section 3.2(a) shall be 18,957,142 and the aggregate purchase price for those shares shall be $331,750,000.00, pursuant to Section 3.2(b)(i) Receiver shall deliver to Parent or its designee 18,957,142 shares of Receiver Common Stock and pursuant to Section 3.2(b)(ii) Parent shall pay or cause to be paid to Receiver $331,750,000.00, (b) the computation pursuant to Section 3.1(a) of the number of shares of Receiver Common Stock into which the limited liability company interests of Safety that are outstanding immediately prior to the Effective Time are to be converted shall reflect the changes to the number of Shares of Receiver Common Stock to be purchased by Parent or its designee, as described in the preceding clause (a), and in addition to such shares of Receiver Common Stock, such limited liability company interests in Safety shall also be converted into the right to receive $1,750,000 in cash, which on or prior to the Closing Date shall be contributed by Receiver to Merger Sub and shall, immediately following the Effective Time, be paid by the Surviving Company to the holder of the limited liability company interests in Safety immediately prior to the Effective Time and (c) the parties shall treat the Merger as a taxable sale of the limited liability interests in Safety, and not as a reorganization under Section 368(a) of the Code, for U.S. federal income tax purposes. If an Election Notice is delivered in no event shall Parent cause the limited liability company interests of Safety to be transferred to any Person pursuant to this Section 2.8, nor shall Parent designate a Person to be the purchaser of shares of Receiver Common Stock pursuant to Section 3.2, if as a result of doing so for U.S. federal income tax purposes the beneficial owner of the limited liability company interests of Safety immediately prior to the Effective Time would be the same Person as the Person that is the purchaser of shares of Receiver Common Stock pursuant to Section 3.2(a). In the event Parent elects the actions described in clause (i) or (ii) of this Section 2.8, the provisions of this Agreement shall be applied consistently with such election.

ARTICLE III

CONVERSION OF SECURITIES AND CERTAIN CLOSING MATTERS

Section 3.1 Conversion of Interests and Shares. As of the Effective Time, by virtue of the Merger and without any further action on the part of Safety, Receiver or Merger Sub, or the respective holders of any of their securities:

(a) Interests of Safety. The limited liability company interests of Safety that are outstanding immediately prior to the Effective Time shall be cancelled and be converted into the right to receive that number of newly issued shares of Receiver Common Stock that, together with the shares of Receiver Common Stock to be purchased by Parent or a designee thereof pursuant to Section 3.2, shall equal 54.5% of the aggregate number of Fully-Diluted Shares.

(b) Interests of Merger Sub. The limited liability company interests of Merger Sub that are outstanding immediately prior to the Effective Time shall be converted into the right to receive all limited liability company interests of the Surviving Company.

Section 3.2 Issuance and Purchase of Receiver Common Stock.

(a) Issuance and Purchase of Shares. Subject to the terms and conditions hereof, immediately following the Effective Time, Receiver shall issue and Parent or its Affiliate designee shall purchase 18,857,142 shares of Receiver Common Stock for an aggregate purchase price of $330,000,000.

(b) Closing Procedure. Immediately following the Effective Time:

(i) Pursuant to Section 3.2(a), and in consideration for the purchase price delivered pursuant to Section 3.2(b)(ii), Receiver shall deliver to Parent or its Affiliate designee one or more certificates representing 18,857,142 shares of Receiver Common Stock, made out in favor of Parent or its Affiliate designee; and

(ii) Pursuant to Section 3.2(a), and in consideration for the shares of Receiver Common Stock delivered pursuant to Section 3.2(b)(i), Parent shall pay or cause to be paid to Receiver, by wire transfer of immediately available funds, to a Receiver account an amount equal to $330,000,000; and

(iii) Pursuant to Section 3.1(a), Receiver shall deliver to the holder of the limited liability company interests in Safety immediately prior to the Effective Time one or more certificates representing the number of shares of Receiver Common Stock into which such limited liability interests in Safety are converted into the right to receive as a result of the Merger, made out in favor of such holder.

Each party hereto agrees to, and to cause its Affiliates to, report the allocation of the consideration provided for in this Section 3.2(b) consistent with its terms for all purposes, including federal, state, local and other Tax purposes.

Section 3.3 Payment of Receiver Extraordinary Dividend.

(a) Declaration of Dividend. Subject to the terms and conditions of this Agreement and applicable Law, Receiver shall declare a special cash dividend (the "Extraordinary Dividend") per share of Receiver Common Stock with a record date one Business Day prior to the Effective Time (the " Record Date") and a settlement date five (5) Business Days after the Effective Time (the " Settlement Date").

(b) Dividend Amount. The amount of the Extraordinary Dividend per outstanding share of Receiver Common Stock (the " Per Share Dividend Amount") shall be equal to (i) $330,000,000 divided by (ii) the number of shares of Receiver Common Stock issued and outstanding as of the Record Date (other than such shares owned by Parent or any of its Affiliates or held in the treasury of Receiver).

(c) Payment of Dividend. Receiver shall on the Settlement Date distribute to each holder of record of shares of Receiver Common Stock (other than Parent, Parent's Affiliates or Receiver) on the Record Date an amount equal to the Extraordinary Dividend multiplied by the number of such shares held by such holder of record as of the Record Date.

(d) Conditions to the Payment of Dividend. The obligation of Receiver to pay the Extraordinary Dividend shall be subject to the satisfaction of the following conditions:

(i) the Effective Time shall have occurred; and

(ii) the distribution of the Extraordinary Dividend shall not violate applicable Law.

Section 3.4 Withholding Rights. Each of Parent, Safety, Receiver and the Surviving Company shall be entitled to deduct and withhold any applicable Taxes required to be deducted and withheld by any provision of federal, state, local or foreign Law from any amounts payable by it pursuant to this Agreement to any Person. To the extent that amounts are so deducted and withheld and paid over to the appropriate Taxing Authority by Parent, Safety, Receiver and the Surviving Company, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by Parent, Safety, Receiver or the Surviving Company.

Section 3.5 Amendments to Constituent Documents. On the Closing Date, Receiver shall file with the Secretary of State of the State of Delaware the amendments to the Certificate of Incorporation of Receiver contained in the Charter and By-Laws Amendments, if approved, or, if approved by the requisite shareholders of Receiver Common Stock, the amendments to the Certificate of Incorporation of Receiver contained in the Additional Charter and By-Laws Amendments.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Receiver and Merger Sub. Except (i) as otherwise disclosed in the corresponding sections or subsections of the letter (the "Receiver Disclosure Letter") delivered to Parent and Safety by Receiver and Merger Sub upon or prior to the execution of this Agreement or (ii) as expressly permitted or required by this Agreement or any agreement contemplated hereby, each of Receiver and Merger Sub represents and warrants to Parent and Safety as follows:

(a) Organization, Standing and Power. Each of Receiver and its Subsidiaries is a corporation or other legal entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to enable it to own, lease or otherwise hold its properties and assets and to conduct its Businesses in the manner in which it is currently being conducted, except where the failure to be so organized, existing and in good standing or

to have such power and authority, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect on Receiver. Each of Receiver and its Subsidiaries is duly qualified or licensed to do business in each jurisdiction where the nature of its Business or the ownership or leasing of its properties make such qualification or licensing necessary, except where the failure to be so qualified or licensed, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver. Receiver has made available to Parent prior to the execution of this Agreement true and complete copies of the certificate of incorporation of Receiver, as amended to the date of this Agreement, and the by-laws of Receiver, as amended to the date of this Agreement.

(b) Subsidiaries.

(i) Schedule 4.1(b) of the Receiver Disclosure Letter lists each Subsidiary of Receiver and its jurisdiction of organization. All of the outstanding shares of capital stock of, or other equity interests in, each Subsidiary of Receiver have been, if applicable, validly issued and are fully paid and nonassessable and are owned by Receiver, by a wholly-owned Subsidiary of Receiver or by Receiver and one or more wholly-owned Subsidiaries of Receiver, free and clear of all pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever, except for those imposed by federal or state security laws (collectively, "Liens"). Receiver does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any other Person.

(ii) Merger Sub was formed solely for the purposes of engaging in the transactions contemplated hereby and has engaged in no business other than in connection with the transactions contemplated hereby. Receiver is and at all times will be the sole member of Merger Sub.

(c) Capital Structure.

(i) The authorized capital stock of Receiver consists of 150,000,000 shares of Receiver Common Stock, par value $0.01 per share, and 1,000,000 shares of preferred stock, par value $0.01 per share ("Receiver Preferred Stock"). As of March 16, 2008, (i) 56,926,477 shares of Receiver Common Stock were issued and outstanding, (ii) no shares of Receiver Preferred Stock were issued or outstanding, (iii) no shares of Receiver Common Stock were held in treasury by Receiver, (iv) 3,333 shares of Receiver Common Stock were reserved for issuance upon exercise of outstanding warrants, (v) 3,513,394 shares of Receiver Common Stock were reserved for issuance upon the exercise of outstanding stock option awards under Receiver Stock Plans, (vi) 1,398,933 additional shares of Receiver Common Stock were reserved and available for issuance pursuant to future awards granted under Receiver Stock Plans, (vii) 401,446 shares of

unvested restricted Receiver Common Stock were issued and outstanding and 899,269 Receiver Common Stock Units were outstanding, in each case under Receiver Stock Plans, (viii) 7,329,424 shares of Receiver Common Stock were reserved for issuance upon conversion of Receiver's outstanding 3.50% convertible senior debentures (the "Convertible Debentures") and (ix) 197,300 shares of Receiver Common Stock remain available for sale under Receiver's employee stock purchase plan. Schedule 4.1(c)(i) of the Receiver Disclosure Letter contains a true and complete schedule as of the date of this Agreement setting forth (as applicable) the holder, number, exercise or reference price, number of shares for which it is exercisable, vesting date and expiration date of each outstanding option to purchase Receiver Common Stock, other than options granted pursuant to Receiver's employee stock purchase plan. Except as set forth above, no shares of capital stock of Receiver are, as of the date hereof, issued, reserved for issuance or outstanding. All issued and outstanding shares of Receiver Common Stock are, and all shares of Receiver Common Stock which may be issued pursuant to the exercise of an option to purchase Receiver Common Stock will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and nonassessable.

(ii) The shares of Receiver Common Stock to be issued pursuant to Article III shall be, when issued and paid for in accordance with the terms of Article III, validly issued, fully paid and nonassessable.

(iii) There are no preemptive or similar rights on the part of any holder of any class of securities of Receiver or any Subsidiary of Receiver. Except as otherwise set forth in this Section 4.1(c) and for the Convertible Debentures, neither Receiver nor any Subsidiary of Receiver has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the stockholders of Receiver or any such Subsidiary of Receiver on any matter submitted to stockholders or a separate class of holders of capital stock. Except as otherwise set forth in this Section 4.1(c) and for the Convertible Debentures, there are not, as of the date hereof, and except as permitted pursuant to Section 5.1, as of the Effective Time there will not be, any options, warrants, restricted stock, restricted stock units, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which Receiver or any Subsidiary of Receiver is a party or by which any of them is bound (i) obligating Receiver or any Subsidiary of Receiver to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any shares of the capital stock of Receiver or any Subsidiary of Receiver, any additional shares of capital stock of, or other equity interests in, or

any security exchangeable or exercisable for or convertible into any capital stock of, or other equity interest in, Receiver or any Subsidiary of Receiver, (ii) obligating Receiver or any Subsidiary of Receiver to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (iii) obligating Receiver or any Subsidiary of Receiver pursuant to any right of first offer, right of first negotiation, right of first refusal, co-sale or similar provisions, or (iv) giving any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, Receiver or any Subsidiary of Receiver. As of the date hereof there are no outstanding contractual obligations of Receiver or any Subsidiary of Receiver to sell, repurchase, redeem or otherwise acquire or to register any shares of capital stock of, or other equity interests in, Receiver or any Subsidiary of Receiver. There are no proxies, voting trusts or other agreements or understandings to which Receiver or any Subsidiary of Receiver is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, Receiver or any Subsidiary of Receiver. No Receiver Common Stock is held by any wholly-owned Subsidiary of Receiver.

(d) Authority for Agreements.

(i) Each of Receiver and Merger Sub has all requisite corporate or limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to (i) the approval of the share issuance pursuant to Section 3.1(a) and Section 3.2(a) by the holders of a majority of the shares of Receiver Common Stock entitled to vote thereon (the "Share Issuance") represented in person or by proxy assuming a quorum is present in person or by proxy in accordance with the DGCL, Receiver's Constituent Documents and applicable Nasdaq rules and regulations, (ii) (x) the approval of the amendment of the Certificate of Incorporation of Receiver by the holders of a majority of the outstanding shares of Receiver Common Stock entitled to vote in accordance with the DGCL and Receiver's Constituent Documents and (y) the approval of the amendment of the By-Laws of Receiver by the holders of a majority of the shares of Receiver Common Stock represented at such meeting and entitled to vote in accordance with the DGCL and Receiver's Constituent Documents, in each case as set forth in Exhibit B (the "Charter and By-Laws Amendments") (clauses (i) and (ii), collectively, the "Receiver Stockholder Approval") and (iii) the approval of those certain additional amendments of the Certificate of Incorporation and By-Laws of Receiver included in Exhibit C that require the approval of holders of at least 80% of the outstanding shares of Receiver Common Stock (the "Additional Charter and By-Laws Amendments") by the holders of at least 80% of the outstanding shares of Receiver Common Stock entitled to vote in accordance with the DGCL and

Receiver's Constituent Documents (the "Additional Receiver Stockholder Approval"), (iv) the declaration of the Extraordinary Dividend out of funds lawfully available therefor by the Board of Directors of Receiver (the "Dividend Declaration") and (v) the accuracy of Parent's and Safety's representations and warranties in Section 4.2(y), to consummate the Merger and the other transactions contemplated hereby. The execution, delivery and performance of this Agreement by Receiver and Merger Sub and the consummation by Receiver and Merger Sub of the Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate or limited liability company action, as applicable, and no other corporate or limited liability company proceedings on the part of Receiver and Merger Sub, respectively, are necessary for them to authorize this Agreement or to consummate the transactions contemplated hereby, except for the Dividend Declaration, the Receiver Stockholder Approval and with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval. This Agreement has been duly and validly executed and delivered by Receiver and Merger Sub and, assuming due authorization, execution and delivery by Parent and Safety, is a legal, valid and binding obligation of each of Receiver and Merger Sub, enforceable against them in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(ii) The Board of Directors of Receiver, at a meeting duly called and held, duly adopted resolutions (i) approving this Agreement, the Merger and the other transactions contemplated hereby, (ii) recommending that Receiver's stockholders approve the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments, (iii) resolving to submit the Additional Charter and By-Laws Amendments to a vote of the holders of shares of Receiver Common Stock at the annual Receiver stockholders' meeting subsequent to the Receiver Stockholders Meeting with such recommendation that the Additional Charter and By-Laws Amendments be approved by Receiver's stockholders (if approval of the Additional Charter and By-Laws Amendments is not obtained at the Receiver Stockholder Meeting), (iv) declaring that this Agreement, the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments are advisable and in the best interests of Receiver and its stockholders and (v) assuming that Parent's and Safety's representations and warranties in Section 4.2(y) are accurate in all respects, rendering restrictions on business combinations contained in Section 203 of the DGCL thereby inapplicable to this Agreement and the transactions contemplated by this Agreement.

(e) Consents and Approvals; No Violations.

(i) Assuming compliance with the matters set forth in Section 4.1(e)(ii) and Section 4.1(e)(iii), the accuracy of Parent's and Safety's representations in Section 4.2(y) and the receipt of Receiver Stockholder Approval and with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval, the execution and delivery of this Agreement by Receiver and Merger Sub does not, and the performance by Receiver and Merger Sub of their respective obligations hereunder, including the consummation of the transactions contemplated hereby will not, (A) conflict with any provision of Receiver's Constituent Documents or the Constituent Documents of any Subsidiary of Receiver; (B) result (with or without the giving of notice or the lapse of time or both) in any violation of or default or loss of a benefit under, or permit the acceleration, amendment or termination of any obligation under, any mortgage, indenture, lease, permit, concession, grant, franchise, license, agreement or other instrument or obligation to which Receiver or its Subsidiaries is a party or by which any of them or any of their properties, assets or rights are bound; (C) violate any Law binding upon or applicable to Receiver or its Subsidiaries; (D) result in the creation or imposition of any Lien upon any properties, assets or rights of Receiver or any Subsidiary of Receiver or (E) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval under which Receiver and the Subsidiaries of Receiver conduct Receiver's business, except in the case of clauses (B), (C), (D) and (E) above, which would not reasonably be expected (x) to have, individually or in the aggregate, a Material Adverse Effect on Receiver or (y) prevent or materially impede the ability of Receiver or Merger Sub to consummate the transactions contemplated hereby.

(ii) Except for (A) the Receiver Shareholder Approval and with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval, (B) such consents or approvals listed in Section 4.1(e)(ii) of the Receiver Disclosure Letter, (C) those consents or approvals the failure of which to be obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver and (D) the JPMorgan Consent, which remains in full force and effect, no consent or approval of any other Person (other than any Governmental Entity) is required to be obtained by Receiver or Merger Sub for the execution, delivery or performance of this Agreement by Receiver and Merger Sub, the performance by Receiver and Merger Sub of their respective obligations hereunder or the consummation by Receiver and Merger Sub of the transactions contemplated hereby.

(iii) Except for those consents, approvals, orders, authorizations, declarations, registrations or filings the failure of which to be made or obtained

would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver or prevent or materially impede the ability of Receiver or Merger Sub to consummate the transactions contemplated hereby, no consent, approval, order or authorization of, or declaration, registration or filing with, or notice to, any Governmental Entity is required to be made or obtained by Receiver or any Subsidiary of Receiver in connection with the execution or delivery of this Agreement by Receiver or the consummation by Receiver of the transactions contemplated hereby, except for (x) compliance by Receiver with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " HSR Act"); (y) the filing of the applicable Certificate of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of North Carolina in accordance with the DGCL and the LLC Act, respectively; and (z) the filings with the SEC of (A) the Proxy Statement in accordance with Regulation 14A promulgated under the Exchange Act and (B) such reports under and such other compliance with the Exchange Act, the Securities Act and state securities or "blue sky" laws and the rules and regulations thereunder as may be required in connection with this Agreement and the transactions contemplated hereby.

(f) SEC Reports; Receiver Financial Statements.

(i) Receiver has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC since January 1, 2005 under the Securities Act or the Exchange Act (the "Receiver SEC Documents"). As of its respective date (or, if amended prior to the date of this Agreement, as of the respective filing and effective dates of such amendment), each Receiver SEC Document complied in all material respects with the requirements of Nasdaq and the Exchange Act or the Securities Act applicable to such Receiver SEC Document as in effect on the date so filed or amended, and did not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) The financial statements of Receiver included in the Receiver SEC Documents (if amended prior to the date of this Agreement, as amended) complied as of their respective dates in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC and Nasdaq with respect thereto, have been prepared in accordance with GAAP (except in the case of the unaudited statements, as permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and present fairly, in all material respects, the consolidated financial position of Receiver and its consolidated Subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended, in each case in

conformity with GAAP (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, which will not be material in amount).

(iii) Since January 1, 2005, Receiver has complied in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the related rules and regulations promulgated under such Act (the "Sarbanes-Oxley Act"). Except as permitted by the Exchange Act, since the enactment of the Sarbanes-Oxley Act, neither Receiver nor any of its Affiliates has directly or indirectly extended or maintained credit, arranged for the extension of credit, renewed an extension of credit or materially modified an extension of credit in the form of personal loans to any executive officer or director (or equivalent thereof) of Receiver or any Receiver Subsidiaries in violation of Section 402 of the Sarbanes-Oxley Act.

(iv) Receiver's system of internal accounting controls provides reasonable assurance: (x) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP; (y) that receipts and expenditures are made only in accordance with management's general or specific authorization; and (z) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Receiver's assets that could materially affect Receiver's financial statements. Receiver has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date hereof to its independent auditors and the audit committee of its Board of Directors (A) any significant deficiencies and material weaknesses in the design or operation of Receiver's internal controls over financial reporting that are reasonably likely to adversely affect in any material respect Receiver's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees of Receiver who have a significant role in Receiver's internal controls over financial reporting. Receiver has provided to Parent any such disclosure made by management to Receiver's independent auditors and the audit committee of Receiver's Board of Directors.

(v) Receiver's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are reasonably designed to ensure that (A) material information (both financial and non-financial) required to be disclosed by Receiver in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and (B) all such information is accumulated and communicated to Receiver's management as appropriate to allow timely decisions regarding disclosure and to make the certifications of the principal executive officer and principal financial officer of Receiver required under the Exchange Act with respect to such reports.

(g) Proxy Statement.

(i) The Proxy Statement will, at the time mailed to stockholders of Receiver, at the time of the Receiver Stockholders Meeting or at the time it is amended or supplemented, not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, and the Proxy Statement will comply as to form in all material respects with the provisions of the Exchange Act, except that no representation or warranty is made by Receiver with respect to statements made therein based on information supplied by Parent or Safety or any of their representatives specifically for inclusion therein.

(ii) None of the information supplied or to be supplied by Receiver specifically for inclusion in the Circular will, at the time of being so supplied, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(h) Absence of Certain Changes or Events. From December 31, 2007 through the date hereof, there has not been any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Receiver. From December 31, 2007 through the date hereof, Receiver and its Subsidiaries, taken as a whole, have conducted their Businesses in all material respects only in the ordinary course of business consistent with past practice and there has not been:

(i) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Receiver's or any of its Subsidiaries' capital stock or other equity or voting interests, except for dividends by a wholly-owned Subsidiary of Receiver to its parent;

(ii) any purchase, redemption or other acquisition of any shares of capital stock of, or other equity or voting interests in, Receiver or any of its Subsidiaries or any options, warrants, calls or rights to acquire such shares or other interests, except as permitted by Receiver stock plans and award agreements thereunder;

(iii) any amendments, changes or other modifications to the Constituent Documents of Receiver or any of its Subsidiaries;

(iv) any split, combination or reclassification of any of Receiver's or any of its Subsidiaries' capital stock or other equity or voting interests or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of capital stock of, or other equity or voting interests in, Receiver or any of its Subsidiaries;

(v) any incurrence of material Indebtedness;

(vi) except as required to comply with applicable Law, any contract existing on the date hereof, any provision of any Receiver Employee Plan, or Receiver's compensation policies as in effect on the date hereof, (A) any granting by Receiver or any of its Subsidiaries to any current or former director or executive officer of any material increase in compensation, bonus or other benefits or (B) any granting to any current or former director or executive officer of the right to receive any material severance or termination pay, or material increases therein;

(vii) except (A) as expressly required under any Receiver Employee Plan or award agreement thereunder existing on December 31, 2007, (B) as required to comply with applicable Law or (C) payments or grants to any non-executive officer, (i) any compensatory grant of Receiver Common Stock or other award the value of which is measured by reference to Receiver Common Stock (including outstanding stock options or Receiver Common Stock Units) (each, a "Receiver Equity Award"), or (ii) any settlement of any Receiver Equity Award (whether for cash or shares of Receiver Common Stock), or (iii) the removal or modification of any restrictions with respect to any Receiver Equity Award (including any discretionary vesting of any Receiver Equity Award);

(viii) except to the extent required to comply with applicable Law (including amendments to the extent necessary or deemed reasonably advisable by Receiver to bring Receiver Employee Plans into compliance with Section 409A of the Code without material increase in costs to Receiver of such plans, as amended) and for terminations, adoptions and amendments of broad-based Receiver Employee Plans or non-executive officer Receiver Employee Plans in the ordinary course of business consistent with past practice, (A) any termination, adoption, or amendment or any agreement to terminate, adopt or amend in each case in any material respect any Receiver Employee Plan (including any such plan that would constitute an Receiver Employee Plan if it were to be adopted and including any related trust agreement or other operative agreement relating to a Receiver Employee Plan), (B) any material change or agreement to materially change any actuarial or other assumption used to calculate funding obligations with respect to any Receiver Employee Plan, (C) any material change in the timing or manner in which contributions to any Receiver Employee Plan are made or the basis on which such contributions are determined or (D) any acceleration of the vesting of benefits or awards, or other material changes to the timing or manner in which benefits or awards vest under any Receiver Employee Plan;

(ix) any material change in financial or tax accounting methods, principles or practices by Receiver or any of its Subsidiaries, except insofar as may have been required by a change in GAAP or applicable Law;

(x) any revaluation by Receiver or any of its Subsidiaries of any assets that are material to Receiver and its Subsidiaries, taken as a whole;

(xi) any consummation of, or entrance into any agreement for, any acquisition, by means of merger or otherwise, of any material properties, rights, assets or securities or any sale, lease, license, encumbrance or other disposition of material assets, property rights or securities, in each case involving the payment or receipt of consideration of $675,000 or more (inclusive of assumed debt), except for purchases, sales or licensing arrangements made in the ordinary course of business and consistent with past practice;

(xii) any institution, settlement or agreement to settle any material litigation, action or proceeding before any Governmental Entity;

(xiii) any resignation or termination, or, to the Knowledge of Receiver, written notice of any pending resignation or termination, of any executive officer of Receiver; or

(xiv) any material increase or decrease in the aggregate number of Persons employed by Receiver and its Subsidiaries, taken as a whole, except increases or decreases in the ordinary course of business consistent with past practice.

(i) Litigation. Except as set forth in the most recent Annual Report on Form 10-K filed by Receiver prior to the date hereof, as of the date hereof, there is (i) no material Claim pending or, to the Knowledge of Receiver, threatened in writing against or involving Receiver or any Subsidiary of Receiver, or their respective assets, properties or rights, or, to the Knowledge of Receiver, any of their officers, employees or directors in their capacity as such and (ii) no material order of any Governmental Entity or arbitrator is outstanding against Receiver or any Subsidiary of Receiver.

(j) Compliance with Laws and Regulations.

(i) (A) Each of Receiver and the Receiver Subsidiaries is and, since January 1, 2005 has been, in compliance with all applicable Laws (including Laws relating to HIPAA and other applicable federal and state privacy and data protection Laws) and (B) to the Knowledge of Receiver, is not under investigation

with respect to, and since January 1, 2005 has not been threatened in writing to be charged with or given notice of any material violation of, any Law, except, in the case of (A) or (B), for any violations or non-compliance that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver. Notwithstanding anything contained in this Agreement to the contrary, no representation or warranty shall be deemed to be made in this Section 4.1(j) to the extent otherwise covered by representations and warranties contained in Section 4.1(f) (SEC Reports; Receiver Financial Statements), Section 4.1(k) (Environmental Matters), Section 4.1(m) (Taxes), Section 4.1(o) (Employee Benefit Plans), Section 4.1(u) (Labor Matters) or Section 4.1(w) (Healthcare Law Compliance).

(ii) Each of Receiver and the Receiver Subsidiaries possesses all federal, state, local and foreign governmental licenses, authorizations, consents, permits, registrations and approvals, and has otherwise satisfied all applicable legal or regulatory requirements, necessary for it to own, lease or operate its properties and assets and to carry on its Business as now conducted (collectively, "Receiver Permits"), and no default has occurred under any such Receiver Permit, except where such failure or default thereunder would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver. Neither Receiver nor any Subsidiary of Receiver has received since January 1, 2005 written notification from any Governmental Entity of any intent to revoke or terminate any such Receiver Permit, except for any such revocation or termination which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver.

(k) Environmental Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver, (i) Receiver and its Subsidiaries, taken as a whole, are, and since January 1, 2005, have been, in compliance with all applicable Environmental Laws, (ii) there are no pending or, to the Knowledge of Receiver, threatened, Claims alleging a violation of or liability under any Environmental Law by Receiver and its Subsidiaries, taken as a whole, and (iii) no Releases of Hazardous Substances have occurred at, on, above, under or from any properties currently or formerly owned, leased, operated or used by Receiver, any Subsidiary of Receiver or any predecessors in interest that have resulted or that are reasonably likely to result in any investigation or remediation by Receiver or any Subsidiary of Receiver under any Environmental Law. Receiver has made available to Parent or Safety a copy of all material environmental reports in Receiver's possession relating to environmental conditions at any property currently owned or leased by Receiver. This Section 4.1(k) and Section 4.1(o) and Section 4.1(u) set forth the sole representations and warranties of Receiver with respect to environmental or occupational health or safety matters, including all matters arising under Environmental Laws.

(l) Absence of Undisclosed Liabilities. Receiver and its Subsidiaries do not have any liabilities, known or unknown, contingent or otherwise that are of a nature that would be required to be disclosed on a consolidated balance sheet of Receiver and its Subsidiaries or in the footnotes thereto prepared in accordance with GAAP, except for liabilities (a) set forth in the consolidated financial statements (or the notes thereto) included in the most recent Annual Report on Form 10-K or most recent Quarterly Report on Form 10-Q filed by Receiver prior to the date hereof, (b) incurred in the ordinary course of business consistent with past practice since the date of such financial statements, which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver, (c) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver or (d) expressly permitted and contemplated by this Agreement.

(m) Taxes.

(i) Receiver and each Subsidiary of Receiver have (A) duly and timely filed with the appropriate Taxing Authorities all material Tax Returns required to be filed by them in respect of any Taxes, which Tax Returns were true, correct and complete in all material respects, (B) duly and timely paid or withheld all material Taxes that are due and payable by them, whether or not such Taxes were shown as due on any Tax Returns and (C) complied in all material respects with all Laws applicable to the withholding of Taxes and have timely withheld and paid over to the respective proper Taxing Authorities all material amounts required to be so withheld and paid over.

(ii) There (A) is no material deficiency, claim, audit, suit, proceeding, request for information or investigation now pending or outstanding, or to the Knowledge of Receiver threatened, against or with respect to Receiver or any Subsidiary of Receiver in respect of any Taxes or Tax Returns and (B) are no closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings entered into or issued by any Taxing Authority with or to Receiver or any Subsidiary of Receiver that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Receiver or any of its Subsidiaries for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003) and no such agreement or ruling has been applied for and is currently pending.

(iii) The U.S. federal income Tax Returns of Receiver and each Subsidiary of Receiver have been examined by the Internal Revenue Service (the

"IRS") (or the applicable statutes of limitation for the assessment of federal income Taxes for such periods have expired) for all periods through and including December 31, 2003. Neither Receiver nor any Subsidiary of Receiver has, in writing, granted any requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes with respect to any Tax Returns of Receiver or any Subsidiary of Receiver which is currently in effect.

(iv) Since January 1, 2000, neither Receiver nor any Subsidiary of Receiver has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(v) Neither Receiver nor any Subsidiary of Receiver has agreed to make or is required to make any material adjustment under Section 481(a) of the Code by reason of a change in accounting method that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Receiver or any of its Subsidiaries for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003).

(vi) Neither Receiver nor any Subsidiary of Receiver has been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated, combined, consolidated or unitary group for tax purposes under state, local or foreign Law (in all cases other than a group the common parent of which is Receiver or any Subsidiary of Receiver), or has any liability (including pursuant to any tax sharing agreement, as transferee or successor or otherwise) for the Taxes of any Person (other than Receiver and the Receiver Subsidiaries) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law.

(vii) Neither Receiver nor any Subsidiary of Receiver has participated in any "listed transaction" or "transaction of interest" (within the meaning of Treasury Regulations §§1.6011-4(c)(3)(i)(A) and (E)) that affected or could reasonably be expected to affect, to a material extent, the U.S. federal taxable income or loss of Receiver or any of its Subsidiaries for a taxable year beginning on or after January 1, 2000 (without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000).

(viii) Subject to clause (ii) of Section 2.8, neither Receiver nor any Subsidiary of Receiver has taken or agreed to take any action (nor is any of them aware of any agreement, plan or circumstance) that to the Knowledge of Receiver is reasonably likely to prevent the Merger from being treated as a reorganization under Section 368(a) of the Code.

(ix) As of December 31, 2007, Receiver and its Subsidiaries had net operating loss carryforwards of at least $180 million for U.S. federal income tax purposes.

(n) Real Property; Title to Properties; Absence of Liens.

(i) Schedule 4.1(n)(i) of the Receiver Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material real property owned by Receiver or its Subsidiaries or in which any of them has an ownership interest (collectively, the "Receiver Owned Real Property"). Receiver or one of its Subsidiaries, as applicable, has good title to the Receiver Owned Real Property, free and clear of all Liens except Permitted Liens.

(ii) Schedule 4.1(n)(ii) of the Receiver Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material real property leased or subleased to or by Receiver or any Subsidiary of Receiver or in which any of them has an interest (collectively, the "Receiver Leased Real Property"). Receiver or one of the Receiver Subsidiaries has a valid leasehold interest, in all material respects, in all Receiver Leased Real Property leased by Receiver or any Subsidiary of Receiver free and clear of all Liens except Permitted Liens.

(iii) With respect to the Receiver Leased Real Property (A) each of the agreements by which Receiver or any Subsidiary of Receiver has obtained a leasehold interest in such Receiver Leased Real Property (each, a "Receiver Lease") is, to the Knowledge of Receiver, in full force and effect in accordance with its respective terms, (B) to the Knowledge of Receiver, there exists no default under any Receiver Lease and no circumstance exists which, with or without the giving of notice, the passage of time or both, would constitute or result in such a default and (C) to the Knowledge of Receiver, there are no leases, subleases, licenses, concessions or any other contracts granting to any Person other than Receiver or any Subsidiary of Receiver any right to the possession, use, occupancy or enjoyment of any Receiver Leased Real Property or any portion thereof, except in the case of clauses (A) through (C) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(iv) Each of Receiver and its Subsidiaries has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its

tangible assets and properties, in each case free and clear of all Liens, except where failure to have such good and valid title or a valid leasehold interest, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(v) The properties, assets and rights presently owned, leased or licensed by Receiver and its Subsidiaries, taken as a whole, include all properties, assets and rights necessary to permit Receiver and its Subsidiaries, taken as a whole, to conduct Receiver's Businesses in all material respects in the same manner as such Business is being conducted as of the date of this Agreement.

(o) Employee Benefit Plans.

(i) Schedule 4.1(o)(i) of the Receiver Disclosure Letter contains as of the date hereof a true and complete list of all material Receiver Employee Plans. "Receiver Employee Plans" means all "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including multiemployer plans within the meaning of Section 3(37) of ERISA) and all employment, consulting, severance, change-in-control or similar contracts, plans or policies and other plans (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock or equity related rights, incentive or deferred compensation, insurance (including any self-insured arrangements), health or medical benefits, vacation, fringe benefits, severance benefits or post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits), (A) under which any current or former employee, director or consultant of Receiver or its Subsidiaries ("Receiver Employees") has any present or future right to benefits and that is maintained or contributed to by Receiver or any of its Subsidiaries or (B) that is maintained or contributed to by Receiver or any of its Subsidiaries and that Receiver or the Surviving Company or any of their respective Subsidiaries have any present or future liability, other than benefit arrangements required by applicable Law.

(ii) With respect to each material Receiver Employee Plan (and, if applicable, related trusts, funding agreements or insurance policies), Receiver has made available to Parent and Safety a current and complete copy thereof and all amendments thereto, and to the extent applicable, (i) for the three most recent plan years (A) annual actuarial valuation reports, (B) Forms 5500 (including all schedules thereto) and Forms 990 and (C) audited financial reports, prepared in connection with any Receiver Employee Plan or related trust, (ii) the most recent determination letter, if applicable, (iii) the most recent summary plan description and other material written communications by Receiver or its Subsidiaries to Receiver Employees and (iv) a summary of any material amendments or changes scheduled to be made to the Receiver Employee Plan during the twelve months immediately following the date hereof, other than amendments or changes to reflect a change in applicable Law.

(iii) (A) Each Receiver Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that such Receiver Employee Plan is qualified and exempt from U.S. federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, or has pending with the IRS an application for such letter, or is entitled to rely on an opinion letter from the IRS, and all terms and conditions of each determination letter or opinion letter, as appropriate, have been complied with; (B) no such determination letter has been revoked or denied nor, to the Knowledge of Receiver, has revocation or denial been threatened, and no event has occurred, and no condition exists, that would reasonably be expected to result in the revocation or denial of any determination letter; (C) each Receiver Employee Plan has been established and maintained in material compliance with its terms and with the requirements of Law, including ERISA and the Code, that are applicable to such Receiver Employee Plan; (D) there are no pending, or, to the Knowledge of Receiver, threatened or anticipated claims (other than routine claims for benefits) involving a Receiver Employee Plan which could reasonably be expected to result in any material liability to Receiver or its Subsidiaries and (E) all contributions or other amounts payable by Receiver or its Subsidiaries as of the date hereof with respect to each Receiver Employee Plan have been paid or accrued in accordance with GAAP (other than with respect to amounts not yet due).

(iv) Neither Receiver nor any Subsidiary of Receiver has any obligations for post-employment health or life benefits for retired, former or current employees of Receiver or any Subsidiary of Receiver, except as required by Law.

(v) The consummation of the Merger and the other transactions contemplated hereby will not, alone or in connection with any other events, result in any payment or deemed payment that could reasonably be construed to constitute an “excess parachute payment” for purposes of Section 280G or 4999 of the Code. Except as set forth in Section 4.1(o)(v) of the Receiver Disclosure Letter, no person is entitled to receive any additional payment from Receiver or any of its Subsidiaries as a result of the imposition of the excise tax under Section 4999 of the Code.

(vi) Except as specifically provided herein, the consummation of the Merger and the other transactions contemplated hereby will not (x) entitle any current or former director, officer or employee of Receiver or any of its Subsidiaries to severance pay, (y) accelerate the time of payment or vesting or trigger any payment or funding (whether through a grantor trust or otherwise) of

compensation or benefits under, increase the amount allocable or payable or trigger any other material obligation pursuant to, any of the Receiver Employee Plans or (z) result in any breach or violation of, or any default under, any of the Receiver Employee Plans.

(vii) No Receiver Employee Plan is subject to Title IV of ERISA, and Receiver has no liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, under Section 412 of the Code or Title IV of ERISA. Neither Receiver nor any of its Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any "multiemployer plan", as defined in Section 3(37) of ERISA, or any employee benefit plan, program or arrangement that is subject to Title IV of ERISA or Section 412 of the Code.

(viii) There is no pending or, to the Knowledge of Receiver, threatened material litigation, investigation, action, suit, audit or proceeding relating to any Receiver Employee Plan by or before any Governmental Entity.

(ix) Neither Receiver nor any Subsidiary of Receiver maintains, contributes to or is a party to any material employee benefit plan, program or arrangement that covers any current or former non-U.S. employee, director or consultant, that is in effect on the date hereof, and as to which the Surviving Company may have in the future any liability.

(x) Each Receiver Employee Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code and subject to Section 409A of the Code (a "Nonqualified Deferred Compensation Plan") and any award thereunder has been operated since January 1, 2005 based upon a good faith, reasonable interpretation of Section 409A of the Code and any authority required or permitted to be relied upon thereunder, including, without limitation, (x) the proposed regulations issued thereunder, (y) the final regulations issued thereunder or (z) IRS Notice 2005-1.

(p) Voting Requirements. The Receiver Stockholder Approval and, with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval, in each case at the Receiver Stockholders Meeting are the only votes of the holders of any class or series of Receiver's capital shares necessary to approve or adopt this Agreement, the Merger and the other transactions contemplated hereby.

(q) Brokers; Schedule of Fees and Expenses. Except for Goldman Sachs & Co., the fees and expenses of which shall be paid by Receiver, neither Receiver nor any of its Subsidiaries has engaged any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who might be entitled to any fee or any commission in connection with or upon consummation of the Merger or the other transactions contemplated hereby.

(r) Opinion of Financial Advisor. The Board of Directors of Receiver has received the opinion of Goldman, Sachs & Co. to the effect that, as of the date of such opinion and based upon and subject to the assumptions, qualifications and limitations discussed in such opinion, the consideration to be paid by Receiver pursuant to this Agreement is fair, from a financial point of view, to Receiver, a signed copy of which will be delivered to Parent solely for informational purposes after receipt thereof by Receiver.

(s) Intellectual Property.

(i) Owned Intellectual Property. Schedule 4.1(s)(i) of the Receiver Disclosure Letter lists as of the date hereof all Intellectual Property owned by Receiver or any Subsidiary of Receiver (the "Receiver Owned Intellectual Property") that is registered or subject to an application for registration and that is material to the Business of Receiver and its Subsidiaries, taken as a whole. Receiver or one of the Receiver Subsidiaries is the exclusive owner of the Receiver Owned Intellectual Property set forth in Schedule 4.1(s)(i) of the Receiver Disclosure Letter and, to the Knowledge of Receiver, of the Trade Secrets owned by Receiver or any of the Receiver Subsidiaries, in each case free and clear of any Liens other than Permitted Liens. To the Knowledge of Receiver, the Receiver Owned Intellectual Property is subsisting, valid and enforceable.

(ii) Licenses and Other Agreements. Schedule 4.1(s)(ii) of the Receiver Disclosure Letter lists as of the date hereof all material agreements to which Receiver or any Subsidiary of Receiver is a party or by which any of them is otherwise bound that relate to Intellectual Property that Receiver reasonably anticipates will involve aggregate payments or consideration furnished by or to Receiver or any or its Subsidiaries of more than $1,000,000 in any year (the "Receiver Licenses"), other than the Receiver Contracts that are set forth on Schedule 4.1(v), including (i) material licenses of Intellectual Property to Receiver or any Subsidiary of Receiver by any other Person, (ii) material licenses of Intellectual Property to any other Person by Receiver or any Subsidiary of Receiver, (iii) material agreements otherwise granting or restricting the right to use Intellectual Property and (iv) material agreements transferring, assigning, indemnifying with respect to or otherwise relating to Intellectual Property used or held for use in the Business of Receiver and the Receiver Subsidiaries. The representations in Section 4.1(v) (Contracts) shall apply to the Receiver Licenses, provided, however, that the representations in Section 4.1(v) shall not be interpreted to require disclosure of a Receiver Contract or Receiver License solely for the reason of Receiver or a Subsidiary of Receiver being prohibited from

soliciting employees or personnel of a party to a Receiver Contract or Receiver License to the extent that such party's employees or personnel are providing services to Receiver or a Subsidiary of Receiver in the normal course of the business of Receiver or a Subsidiary of Receiver if disclosure of such Receiver Contract or Receiver License would not otherwise be called for.

(iii) No Infringement. To the Knowledge of Receiver, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver, the conduct of the Businesses conducted by Receiver and the Receiver Subsidiaries does not infringe or otherwise conflict with the rights of any Person in respect of any Intellectual Property, and neither Receiver nor any Subsidiary of Receiver has received any written notice alleging the foregoing, or challenging the ownership or validity of any Receiver Owned Intellectual Property (including any cancellation, opposition, or other action before an intellectual property registry). To the Knowledge of Receiver, none of the Receiver Owned Intellectual Property is being infringed or otherwise used or being made available for use by any Person without a license or permission from Receiver or a Subsidiary of Receiver, as applicable.

(iv) Protection of Intellectual Property. Receiver or one of the Receiver Subsidiaries has taken commercially reasonable actions to ensure protection of the Receiver Owned Intellectual Property under applicable Law (including making and maintaining in full force and effect all necessary filings, registrations and issuances). Each of Receiver and the Receiver Subsidiaries has taken commercially reasonable actions to maintain the secrecy of all confidential Intellectual Property used in the Business of Receiver and the Receiver Subsidiaries. To the Knowledge of Receiver, none of Receiver or any Subsidiary of Receiver is using any material Receiver Owned Intellectual Property in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Receiver Owned Intellectual Property.

(v) Assignment; Privacy. Each employee of Receiver or the Receiver Subsidiaries or other Person who has created any Intellectual Property to be owned by Receiver or any Subsidiary of Receiver has validly and irrevocably assigned all of his, her or its rights in such Intellectual Property to Receiver or one of the Receiver Subsidiaries, as applicable. Each of Receiver and the Receiver Subsidiaries is in compliance with all applicable contractual and legal requirements pertaining to information privacy and security, including, without limitation, any privacy policy concerning the collection and use of personally-identifiable information, except where such failure would not reasonably be expected to have a Material Adverse Effect on Receiver.

(t) Insurance. Receiver and its Subsidiaries maintain policies of insurance in such amounts and against such risks as are reasonably customary in the industries in

which Receiver and its Subsidiaries operate (taking into account the cost and availability of such insurance). Except as would not reasonably be expected to have a Material Adverse Effect on Receiver, all such insurance policies are in full force and effect and will not terminate or lapse by reason of the consummation of the transactions contemplated hereby.

(u) Labor Matters. Receiver is not a party to or subject to, or currently negotiating in connection with entering into, any collective bargaining agreement or other contract with a labor union or organization. Since January 1, 2005, there has not occurred nor, to the Knowledge of Receiver has there been threatened, any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime, lockout or other similar labor activity or organizing campaign or activity with respect to any employees of Receiver or its Subsidiaries. There are no material labor disputes currently subject to any grievance, arbitration, litigation or other Claim and there is no representation, decertification or other labor-related petition or election pending or, to the Knowledge of Receiver, threatened with respect to any employee of Receiver or its Subsidiaries. Receiver and its Subsidiaries are in compliance with all applicable Laws relating to the employment of the Receiver Employees, including Laws relating to wages, employee and independent contractor classification, hours, collective bargaining, discrimination, civil rights, safety and health, worker notification requirements, immigration, workers' compensation, layoffs and the collection and payment of withholding Taxes and similar Taxes, except for such noncompliance, individually or in the aggregate, as would not reasonably be expected to have a Material Adverse Effect on Receiver.

(v) Contracts. Except as listed in Section 4.1(v) of the Receiver Disclosure Letter or as filed as exhibits to the Receiver SEC Documents, as of the date hereof, neither Receiver nor any Subsidiary of Receiver is a party to or bound by any of the following which is currently in effect with ongoing obligations of Receiver or such Subsidiary of Receiver (each such contract or agreement referenced in subparts (i) through (x) below or Section 4.1(s)(ii), a " Receiver Contract"):

(i) any agreement relating to direct or indirect Indebtedness of Receiver or any Subsidiary of Receiver in excess of $1,000,000, other than agreements among direct or indirect wholly-owned Receiver Subsidiaries and ordinary course trade payables and accrued expenses;

(ii) any joint venture, partnership, limited liability company or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any partnership or joint venture material to Receiver and its Subsidiaries, taken as a whole;

(iii) any agreement or series of related agreements, including any option agreement, relating to the acquisition or disposition of any Business or material real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) any agreement entered into with (A) any Person directly or indirectly owning, controlling or holding the power to vote, 5% or more of the outstanding voting securities of Receiver, (B) any Person (other than a Subsidiary of Receiver) 5% or more of the outstanding voting securities of which are directly or indirectly owned, controlled or held with power to vote by Receiver or any Subsidiary of Receiver or (C) any current director or executive officer of Receiver or any "associates" or members of the "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any such director or executive officer;

(v) any agreement (including any exclusivity agreement) that purports to limit or restrict in any material respect either the type of business in which Receiver or its Subsidiaries may engage or the manner or locations in which any of them may so engage in any business (including any covenant not to compete) or which would require the disposition of any material assets or line of business of Receiver or its Subsidiaries;

(vi) any sales, distribution, agency, commission-based or other similar agreement with third parties (x) providing for the sale by Receiver or any Subsidiary of Receiver of such Person's products or services, or (y) providing for the sale by third parties of products of Receiver or any Subsidiary of Receiver, in each case, involving annual payments in the 2007 fiscal year or reasonably expected in the 2008 fiscal year to or by Receiver or any Subsidiary of Receiver in excess of $1,000,000 in the aggregate;

(vii) any material agreement with any U.S. federal or non-U.S. Governmental Entity;

(viii) any agreement that, to the Knowledge of Receiver, provides for continuing material indemnification obligations of Receiver or any of its Subsidiaries (other than indemnification obligations contained in (x) customer contracts or (y) contracts listed or referred to in Section 4.1(v) of the Receiver Disclosure Letter);

(ix) any "take-or-pay" agreements or agreements with "most-favored nations" terms; or

(x) any agreement otherwise required to be filed as an exhibit to an Annual Report on Form 10-K, as provided by Item 601 of Regulation S-K promulgated under the Exchange Act.

Each Receiver Contract is a valid and binding agreement of Receiver or the Subsidiary of Receiver party thereto, as the case may be, and is in full force and effect, enforceable against Receiver or the Subsidiary of Receiver, as applicable, and, to the Knowledge of Receiver, the counterparty thereto in accordance with its terms, except to the extent that the failure to be valid and binding and in full force and effect and enforceable, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver and its Subsidiaries taken as a whole. None of Receiver or any Subsidiary of Receiver party thereto or, to the Knowledge of Receiver, any other party thereto is in default or breach under the terms of, or has provided any written notice of any intention to terminate, any such Receiver Contract, and, to the Knowledge of Receiver, no event or circumstance has occurred, or will occur by reason of this Agreement or the consummation of any of the transactions contemplated hereby, that, with or without notice or lapse of time or both, would constitute an event of default thereunder or would give rise to a right of termination, acceleration or material amendment thereof, except to the extent that the such default, breach, termination, event or circumstance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver. True, correct and complete copies of (i) each Receiver Contract (including all material modifications and amendments thereto) and (ii) all form contracts, agreements or instruments used in and material to Receiver and the Receiver Subsidiaries, taken as a whole, have been made available to Parent or Safety.

(w) Healthcare Law Compliance.

(i) Each of the products distributed, produced or sold by Receiver or its Subsidiaries that is subject to the jurisdiction of the FDA and the Drug Enforcement Administration through the Food, Drug and Cosmetic Act of 1938, as amended (the "FDCA"), the Public Health Service Act, as amended (the "PHSA"), the Controlled Substances Act, as amended (the "CSA"), and the regulations promulgated thereunder, is in compliance with all applicable requirements under the FDCA, the PHSA, the CSA and the regulations promulgated thereunder, except for any noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(ii) Neither Receiver nor any of its Subsidiaries has knowingly committed any violation of the rules and regulations of the Food and Drug Administration (the "FDA"), which has not been cured by Receiver or its Subsidiaries or waived by the FDA, except for any violations as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(iii) Neither Receiver nor any of its Subsidiaries has received written notice from a Governmental Entity that any product being distributed, processed

or sold by Receiver or any of its Subsidiaries are the subject of any warning letter, notice of violation, seizure, injunction, regulatory enforcement action, or criminal action issued, initiated, or, threatened by the FDA, or any comparable state, federal or foreign governmental entity during the three (3)-year period prior to the date hereof, except for any such notices as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(iv) Neither Receiver nor any of its Subsidiaries has received any written notice from the FDA or any other comparable state, federal or foreign Governmental Entity that it has commenced, any action to withdraw approval, place sales or marketing restrictions on or request the recall of any product distributed, processed or sold by Receiver or any of its Subsidiaries, or that it has commenced any action to enjoin or place restrictions on the production of any product distributed or sold by Receiver or any of its Subsidiaries, except for any actions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(v) To the Knowledge of Receiver, no officer, employee or agent of Receiver or of its Subsidiaries has made an untrue statement of a material fact or fraudulent statement to the FDA or any other comparable Governmental Entity, failed to disclose a material fact required to be disclosed to the FDA or any other comparable Governmental Entity, or committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA or any other comparable Governmental Entity to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Federal Register 46191 (September 10, 1991) or any similar policy, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

Section 4.2 Representations and Warranties Regarding Safety and Parent. Except as otherwise disclosed in the corresponding sections or subsections of the letter (the "Safety Disclosure Letter") delivered to Receiver by Parent and Safety upon or prior to the execution of this Agreement, or as expressly permitted or required by this Agreement or any agreement contemplated hereby, Safety and Parent jointly and severally represent and warrant to Receiver and agree as follows:

(a) Organization, Standing and Power. Each of Parent and Safety is a corporation or other legal entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to enable it to own, lease or otherwise hold its properties and assets and to conduct its Businesses in the manner in which it is currently being conducted, except where the failure to be so organized, existing and in good standing or

to have such power and authority, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect on Safety or Parent, as the case may be. Each of Parent and Safety is duly qualified or licensed to do business in each jurisdiction where the nature of its Business or the ownership or leasing of its properties make such qualification or licensing necessary, except where the failure to be so qualified or licensed, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety or Parent. Safety and Parent have made available to Receiver prior to the execution of this Agreement true and complete copies of the Articles of Organization of Safety, the limited liability company agreement of Safety, the memorandum of association and articles of association of Parent, in each case as amended to the date of this Agreement.

(b) Subsidiaries. All of the outstanding shares of capital stock of, or other equity interests in, Safety are owned, directly or indirectly, by Parent, free and clear of all Liens. Safety does not have any Subsidiaries and does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any other Person.

(c) Capital Structure.

(i) All limited liability interests in Safety are held by QB Holdings.

(ii) There are no preemptive or similar rights on the part of any holder of any class of securities of Safety. Safety does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the sole member of Safety on any matter submitted to shareholders or a separate class of holders of capital stock. There are not, as of the date hereof, and as of the Effective Time there will not be any options, warrants, restricted stock, restricted stock units, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which Safety or any of its Affiliates is a party or by which Safety or any of its Affiliates is bound (i) obligating Safety to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any equity interest in Safety, or any security exchangeable or exercisable for or convertible into any shares of the capital stock of, or other equity interest in Safety, (ii) obligating Safety to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (iii) obligating Safety pursuant to any right of first offer, right of first negotiation, right of first refusal, co-sale or similar provisions or (iv) giving any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in Safety.

As of the date hereof, there are no outstanding contractual obligations of Safety to sell, repurchase, redeem or otherwise acquire or to register any shares of capital stock of, or other equity interests in, Safety. There are no proxies, voting trusts or other agreements or understandings to which Safety is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, Safety.

(d) Authority for Agreements.

(i) Each of Parent and Safety has all requisite corporate power or other power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to the approval of this Agreement and the Merger by the holders of a majority of the outstanding shares of Parent stock entitled to vote in accordance with applicable Law and Parent's Constituent Documents (the " Parent Shareholder Approval"), to consummate the Merger and the other transactions contemplated hereby. The execution, delivery and performance of this Agreement by each of Parent and Safety and the consummation by each of Parent and Safety of the Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Safety and Parent are necessary for them to authorize this Agreement or to consummate the transactions contemplated hereby, except for Parent Shareholder Approval. This Agreement has been duly and validly executed and delivered by each of Parent and Safety and, assuming due authorization, execution and delivery by Receiver, is a legal, valid and binding obligation of each of Parent and Safety, enforceable against each of Parent and Safety in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(ii) QB Holdings, as sole member of Safety, duly and unanimously adopted resolutions (A) approving this Agreement, the Merger and the other transactions contemplated hereby, (B) determining that the terms of the Merger and the other transactions contemplated hereby are fair to and in the best interests of Safety and QB Holdings and (C) rendering restrictions on business combinations, if any, contained in the LLC Act hereby inapplicable to this Agreement, the transactions contemplated by this Agreement and to Receiver and its Subsidiaries.

(iii) The Board of Directors of Parent, at a meeting duly called and held, duly adopted resolutions (A) approving this Agreement, the Merger and the other transactions contemplated hereby, (B) resolving that this Agreement would promote the success of the Parent and would be in the best interests of its shareholders as a whole, (C) resolving to recommend that Parent's shareholders

approve this Agreement, the Merger and the other transactions contemplated hereby in the manner required by LR13.3.1R(5) of the Listing Rules of the Financial Service Authority (the "Parent Recommendation") and to take all steps necessary to obtain such approval (including the preparation and posting to the Parent's shareholders of a Circular) and (D) rendering any restrictions on business combinations inapplicable to this Agreement, the transactions contemplated by this Agreement and Receiver and its Subsidiaries.

(e) Consents and Approvals; No Violations.

(i) Assuming compliance with the matters set forth in Section 4.2(e)(ii) and Section 4.2(e)(iii) and the receipt of Parent Shareholder Approval, the execution and delivery of this Agreement by each of Parent and Safety does not, and the performance by each of Parent and Safety of its respective obligations hereunder, including the consummation of the transactions contemplated hereby will not, (A) conflict with any provision of Safety's or Parent's Constituent Documents; (B) result (with or without the giving of notice or the lapse of time or both) in any violation of or default or loss of a benefit under, or permit the acceleration, amendment or termination of any obligation under, any mortgage, indenture, lease, permit, concession, grant, franchise, license, agreement or other instrument or obligation to which Parent or Safety is a party or by which Parent or Safety or any of their respective properties, assets or rights are bound; (C) violate any Law binding upon or applicable to Parent or Safety; (D) result in the creation or imposition of any Lien upon any properties, assets or rights of Parent or Safety or (E) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval under which Parent or Safety conducts its business, except in the case of clauses (B), (C), (D) and (E) above, which would not either (x) prevent or materially impede the ability of Parent or Safety to consummate (or cause the consummation) the transactions contemplated hereby or (y) reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety.

(ii) Except for (A) Parent Shareholder Approval, (B) such consents or approvals listed in Section 4.2(e)(ii) of the Safety Disclosure Letter and (C) those consents or approvals the failure of which to be obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, no consent or approval of any other Person (other than any Governmental Entity) is required to be obtained by Safety for the execution, delivery or performance of this Agreement by Safety, the performance by Safety of its obligations hereunder or the consummation by Safety of the transactions contemplated hereby.

(iii) Except with respect to those consents, approvals, orders, authorizations, declarations, registrations or filings the failure of which to be

made or obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety or prevent or materially impede the ability of Parent or Safety to consummate (or cause the consummation of) the transactions contemplated hereby, no consent, approval, order or authorization of, or declaration, registration or filing with, or notice to, any Governmental Entity is required to be made or obtained by Safety or Parent in connection with the execution or delivery of this Agreement by Safety and Parent or the consummation by Safety and Parent of the transactions contemplated hereby, except for (i) compliance by Safety with the HSR Act and (ii) the filing of the applicable Certificate of Merger with the Secretary of State of the State of North Carolina and the Secretary of State of Delaware in accordance with the LLC Act and the DGCL, respectively.

(f) Financial Statements.

(i) Section 4.2(f) of the Safety Disclosure Letter sets forth true and complete copies of unaudited financial statements of Safety at and for the periods ended May 31, 2005, May 31, 2006 and May 31, 2007 and all subsequent unaudited interim financial statements at and for the period ended November 31, 2007, in each case prepared on a consistent basis and in accordance with GAAP (subject, in the case of such interim financial statements, to normal year-end adjustments, which will not be material to Safety) (together, the " Safety Financial Statements"). The Safety Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of Safety at and for the respective periods indicated, in each case in conformity with GAAP and have been prepared in accordance with the books and records of Safety.

(ii) The Safety Audited Financial Statements will, when delivered, (x) be prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and (y) present fairly, in all material respects, the financial position of Safety as at the dates thereof and the results of its operations and its cash flows for the periods then ended, in each case in conformity with GAAP.

(iii) Safety's system of internal accounting controls provides reasonable assurance: (x) that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS; (y) that receipts and expenditures are made only in accordance with management's general or specific authorization; and (z) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Safety's assets that could materially affect Safety's financial statements. Safety has disclosed, based on its most recent evaluation of such internal controls and procedures prior to the date hereof to its independent auditors and its member (A) any significant deficiencies and material weaknesses in the design or operation of Safety's internal controls

over financial reporting that are reasonably likely to adversely affect in any material respect Safety's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees of Safety who have a significant role in Safety's internal controls over financial reporting. Safety has provided to Receiver any such disclosure made by management to Safety's independent auditors and its member.

(g) Parent Controls. The system of internal control of the Parent and its Subsidiaries, so far as it relates to Safety and the business carried on by Safety, is as described on pages 47 and 48 of the annual report of Parent for the year ended 31 May 2007, (ii) Parent and its Subsidiaries operate an internal system of controls which is sufficient to facilitate compliance by Parent with all applicable Laws (including the Listing Rules and Disclosure and Transparency Rules of the Financial Services Authority) in relation to the making of announcements and public filings in connection with Safety and the business carried on by Safety and (iii) Parent has complied with all such Laws in relation to the making of all such announcements and public filings.

(h) Absence of Certain Changes or Events. From November 30, 2007 through the date hereof, there has not been any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Safety. From November 30, 2007 through the date hereof, Safety has conducted its Business in all material respects only in the ordinary course of business consistent with past practice and there has not been:

(i) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Safety's capital stock, equity or voting interests;

(ii) any purchase, redemption or other acquisition of any equity or voting interests in Safety or any options, warrants, calls or rights to acquire such interests;

(iii) any amendments, changes or other modifications to the Constituent Documents of Safety;

(iv) any incurrence of material Indebtedness;

(v) any split, combination or reclassification of any of Safety's capital stock or other equity or voting interests or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of capital stock of, or other equity or voting interests in, Safety;

(vi) except as required to comply with applicable Law, any contract existing on the date hereof, any provision of any Safety Employee Plan, or

Safety's compensation policies as in effect on the date hereof, (A) any granting by Safety to any current or former director or executive officer of any material increase in compensation, bonus or other benefits or (B) any granting to any current or former director or executive officer of the right to receive any material severance or termination pay, or material increases therein;

(vii) except (A) as expressly required under any Safety Employee Plan or award agreement thereunder existing on December 31, 2007, (B) as required to comply with applicable Law or (C) payments or grants to any non-executive officer, (i) any compensatory grant of Safety limited liability interests or Parent stock or other award the value of which is measured by reference to Safety limited liability interests or Parent stock and for which Safety could have any liability or obligation (each, a "Safety or Parent Equity Award"), (ii) any settlement of any Safety or Parent Equity Award (whether for cash or Safety limited liability interests or Parent stock) or (i ii) the removal or modification of any restrictions with respect to any Safety or Parent Equity Award (including any discretionary vesting of Safety or Parent Equity Award);

(viii) except (x) to the extent required to comply with applicable Law (including amendments to the extent necessary or deemed reasonably advisable by Safety to bring Safety Employee Plans into compliance with Section 409A of the Code without material increase in costs to Receiver of such plans, as amended), (y) for terminations, adoptions and amendments of broad-based Safety Employee Plans or non-executive officer Safety Employee Plans in the ordinary course of business consistent with past practice and (z) for terminations, adoptions, or amendments which relate to similarly situated employees of Parent and its Subsidiaries and for which Parent will at all times be solely liable, (A) any termination, adoption, or amendment or any agreement to terminate, adopt or amend in each case in any material respect any Safety Employee Plan (including any such plan that would constitute a Safety Employee Plan if it were to be adopted and including any related trust agreement or other operative agreement relating to a Safety Employee Plan), (B) any material change or agreement to materially change any actuarial or other assumption used to calculate funding obligations with respect to any Safety Employee Plan (C) any material change in the timing or manner in which contributions to any Safety Employee Plan are made or the basis on which such contributions are determined or (D) any acceleration of the vesting of benefits or awards, or other material changes to the timing or manner in which benefits or awards vest under any Safety Employee Plan;

(ix) any material change in financial or tax accounting methods, principles or practices by Safety, except insofar as may have been required by a change in IFRS or applicable Law or regulations;

(x) any revaluation by Safety of any assets that are material to Safety;

(xi) any consummation of, or entrance into any agreement for, any acquisition, by means of merger or otherwise, of any material properties, rights, assets or securities or any sale, lease, license, encumbrance or other disposition of material assets, property rights or securities, in each case involving the payment or receipt of consideration of $675,000 or more (inclusive of assumed debt), except for purchases, sales or licensing arrangements made in the ordinary course of business and consistent with past practice;

(xii) any institution, settlement or agreement to settle any material litigation, action or proceeding before any Governmental Entity;

(xiii) any resignation or termination, or, to the Knowledge of Safety, written notice of any pending resignation or termination, of any executive officer of Safety; or

(xiv) any material increase or decrease in the aggregate number of Persons employed by Safety, taken as a whole, except increases or decreases in the ordinary course of business consistent with past practice.

(i) Litigation. As of the date hereof, there is (i) no material Claim pending or, to the Knowledge of Safety, threatened in writing, against or involving Safety or Parent, or Safety's respective assets, properties or rights, or, to the Knowledge of Safety, any of Safety's officers, employees or directors in their capacity as such and (ii) no material order of any Governmental Entity or arbitrator is outstanding against Safety.

(j) Compliance with Laws and Regulations.

(i) (A) Safety is and, since January 1, 2005 has been, in compliance with all applicable Laws (including Laws relating to HIPAA and other applicable federal and state privacy and data protection Laws) and, (B) to the Knowledge of Safety, is not under investigation with respect to, and since January 1, 2005 has not been threatened to be charged with or given notice of any material violation of, any Law, except, in the case of (A) or (B), for any violations or non-compliance that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety. Notwithstanding anything contained in this Agreement to the contrary, no representation or warranty shall be deemed to be made in this Section 4.2(j)(i) to the extent otherwise covered by representations and warranties contained in Section 4.2(f) (Safety Financial Statements), Section 4.2(k) (Environmental Matters), Section 4.2(m) (Taxes), Section 4.2(o) (Employee Benefit Plans) or Section 4.2(t) (Labor Matters).

(ii) Safety possesses all federal, state, local and foreign governmental licenses, authorizations, consents, permits, registrations and approvals, and has otherwise satisfied all applicable legal or regulatory requirements, necessary for it to own, lease or operate its properties and assets and to carry on its Business as now conducted (collectively, "Safety Permits"), and no default has occurred under any such Safety Permit, except where such failure or default thereunder would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety. Safety has not received since January 1, 2006 written notification from any Governmental Entity of any intent to revoke or terminate any such Safety Permit, except for any such revocation or termination which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety.

(k) Environmental Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety, (i) Safety is, and since January 1, 2005 has been, in compliance with all applicable Environmental Laws, (ii) there are no pending or, to the Knowledge of Safety, threatened, Claims alleging a violation of or liability under any Environmental Law by Safety and (iii) no Releases of Hazardous Substances have occurred at, on, above, under or from any properties currently or formerly owned, leased, operated or used by Safety or any predecessors in interest that have resulted or are reasonably likely to result in any investigation or remediation by Safety under any Environmental Law. Safety has made available to Receiver a copy of all material environmental reports in Safety's possession relating to environmental conditions at any property currently owned or leased by Safety. This Section 4.2(k) and Section 4.2(o) and Section 4.2(t) set forth the sole representations and warranties of Safety with respect to environmental or occupational health or safety matters, including all matters arising under Environmental Laws.

(l) Absence of Undisclosed Liabilities. Safety does not have any liabilities, known or unknown, contingent or otherwise that are of a nature that would be required to be disclosed by IFRS, except for liabilities (a) set forth in the books and records of Safety used to prepare the Safety Financial Statements, (b) incurred in the ordinary course of business consistent with past practice since the date of such financial statements which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, (c) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety or (d) expressly permitted and contemplated by this Agreement.

(m) Taxes.

(i) Safety has (A) duly and timely filed with the appropriate Taxing Authorities all material Tax Returns required to be filed by Safety in respect of any Taxes, which Tax Returns were true, correct and complete in all material respects, (B) duly and timely paid or withheld all material Taxes that are due and

payable by Safety, whether or not such Taxes were shown as due on any Tax Returns and (C) complied in all material respects with all Laws applicable to the withholding of Taxes and has timely withheld and paid over to the respective proper Taxing Authorities all material amounts required to be so withheld and paid over.

(ii) There (A) is no material deficiency, claim, audit, suit, proceeding, request for information or investigation now pending or outstanding, or to the Knowledge of Safety threatened, against or with respect to Safety in respect of any Taxes or Tax Returns and (B) are no closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings entered into or issued by any Taxing Authority with or to Safety that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Safety for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003).

(iii) The consolidated U.S. federal income Tax Returns which include Safety have been examined by the IRS (or the applicable statutes of limitation for the assessment of U.S. federal income Taxes for such periods have expired) for all periods through and including May 31, 2005. Safety has not granted, in writing, any requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes with respect to any such Tax Returns of Safety which is currently in effect.

(iv) Since January 1, 2000, Safety has not constituted either a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(v) Safety has not agreed to make and is not required to make any material adjustment under Section 481(a) of the Code by reason of a change in accounting method that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Safety for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003).

(vi) Safety has not been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated, combined, consolidated or unitary group for tax purposes under state, local or foreign Law (in all cases, other than a group the common parent of which is DGP or any Subsidiary of DGP) and does not have any liability (including pursuant to any tax sharing agreement, as transferee or successor or otherwise) for the Taxes of any Person (other than DGP and its Subsidiaries) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law.

(vii) Safety has not participated in any "listed transaction" or "transaction of interest" (within the meaning of Treasury Regulations §§1.6011-4(c)(3)(i)(A)) and (E)) that affected or could reasonably be expected to affect, to a material extent, the U.S. federal taxable income or loss of Safety for a taxable year beginning on or after January 1, 2000 (without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000).

(viii) Subject to clause (ii) of Section 2.8, Safety has not taken or agreed to take any action (nor is it aware of any agreement, plan or circumstance) that to the Knowledge of Safety is reasonably likely to prevent the Merger from being treated as a reorganization under Section 368(a) of the Code.

(ix) Safety is not, nor has Safety been at any time during the period described in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897 of the Code.

(n) Real Property; Title to Properties; Absence of Liens .

(i) Safety does not have an ownership interest in any real property.

(ii) Section 4.2(n) of the Safety Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material real property leased or subleased to or by Safety or in which Safety has an interest (collectively, the " Safety Leased Real Property "). Safety has a valid leasehold interest, in all material respects, in all Safety Leased Real Property leased by Safety free and clear of all Liens except Permitted Liens.

(iii) With respect to the Safety Leased Real Property, (A) each of the agreements by which Safety has obtained a leasehold interest in such Safety Leased Real Property (each, a "Safety Lease") is, to the Knowledge of Safety, in full force and effect in accordance with its respective terms, (B) to the Knowledge of Safety, there exists no default under any Safety Lease and no circumstance exists which, with or without the giving of notice, the passage of time or both, would constitute or result in such a default and (C) to the Knowledge of Safety,

there are no leases, subleases, licenses, concessions or any other contracts granting to any Person other than Safety any right to the possession, use, occupancy or enjoyment of any Safety Leased Real Property or any portion thereof,.

(iv) Safety has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible assets and properties, in each case free and clear of all Liens, except where failure to have such good and valid title or a valid leasehold interest, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Safety.

(v) The properties, assets and rights presently owned, leased or licensed by Safety include all properties, assets and rights necessary to permit Safety to conduct its Business in all material respects in the same manner as its Business is being conducted as of the date of this Agreement after giving effect to the actions contemplated by Section 6.9(a) and Section 6.9(b) and the execution and delivery of the Trademark Agreement and the Software Agreement as of the Effective Time.

(o) Employee Benefit Plans.

(i) Section 4.2(o)(i) of the Safety Disclosure Letter contains as of the date hereof a true and complete list of all material Safety Employee Plans. "Safety Employee Plans" means all "employee benefit plans" (as defined in Section 3(3) ERISA, including multiemployer plans within the meaning of Section 3(37) of ERISA) and all employment, consulting, severance, change-in-control or similar contracts, plans or policies and other plans (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock or equity related rights, incentive or deferred compensation, insurance (including any self-insured arrangements), health or medical benefits, vacation, fringe benefits, severance benefits or post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits), (A) under which any current or former employee, manager, director or consultant of Safety ("Safety Employees") has any present or future right to benefits and that is maintained or contributed to by Safety or Parent or any of its Subsidiaries or (B) that is maintained or contributed to by Safety and that Safety or the Surviving Company or any of their respective Subsidiaries will have any present or future liability, other than benefit arrangements required by applicable Law.

(ii) With respect to each material Safety Employee Plan (and, if applicable, related trusts, funding agreements or insurance policies), Safety has made available to Receiver a current and complete copy thereof and all amendments thereto, and to the extent applicable, (w) for the three most recent

plan years (A) annual actuarial valuation reports, (B) Forms 5500 (including all schedules thereto) and Forms 990 and (C) audited financial reports, prepared in connection with any Safety Employee Plan or related trust, (x) the most recent determination letter, if applicable, (y) the most recent summary plan description and other material written communications by Parent or Safety to Safety Employees and (z) a summary of any material amendments or changes scheduled to be made to the Safety Employee Plan during the twelve months immediately following the date hereof, other than amendments or changes to reflect a change in applicable Law.

(iii) (A) Each Safety Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that such Safety Employee Plan is qualified and exempt from U.S. federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, or has pending with the IRS an application for such letter, or is entitled to rely on an opinion letter from the IRS, and all terms and conditions of each determination letter or opinion letter, as appropriate, have been complied with; (B) no such determination letter has been revoked or denied nor, to the Knowledge of Safety, has revocation or denial been threatened, and no event has occurred, and no condition exists, that would reasonably be expected to result in the revocation or denial of any determination letter; (C) each Safety Employee Plan has been established and maintained in material compliance with its terms and with the requirements of Law, including ERISA and the Code, that are applicable to such Safety Employee Plan; (D) there are no pending, or, to the Knowledge of Safety, threatened or anticipated claims (other than routine claims for benefits) involving a Safety Employee Plan which could reasonably be expected to result in any material liability to Safety and (E) all contributions or other amounts payable by Safety as of the date hereof with respect to each Safety Employee Plan have been paid or accrued in accordance with IFRS (other than with respect to amounts not yet due).

(iv) Safety does not have any obligations for post-employment health or life benefits for retired, former or current employees of Safety, except as required by Law.

(v) The consummation of the Merger and the other transactions contemplated hereby will not, alone or in connection with any other events, result in any payment or deemed payment that could reasonably be construed to constitute an “excess parachute payment” for purposes of Section 280G or 4999 of the Code. Except as set forth in Section 4.2(o)(v) of the Safety Disclosure Letter, no person is entitled to receive any additional payment from Safety as a result of the imposition of the excise tax under Section 4999 of the Code.

(vi) Except as specifically provided herein, the consummation of the Merger and the other transactions contemplated hereby will not (A) entitle any current or former director, officer, manager or employee of Safety to severance pay, (B) accelerate the time of payment or vesting or trigger any payment or funding (whether through a grantor trust or otherwise) of compensation or benefits under, increase the amount allocable or payable or trigger any other material obligation pursuant to, any of the Safety Employee Plans or (C) result in any breach or violation of, or any default under, any of the Safety Employee Plans.

(vii) No Safety Employee Plan is subject to Title IV of ERISA, and Safety has no liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, under Section 412 of the Code or Title IV of ERISA. Neither Safety nor any of its Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any "multiemployer plan", as defined in Section 3(37) of ERISA, or any employee benefit plan, program or arrangement that is subject to Title IV of ERISA or Section 412 of the Code.

(viii) There is no pending or, to the Knowledge of Safety, threatened material litigation, investigation, action, suit, audit or proceeding relating to the Safety Employee Plans by or before any Governmental Entity.

(ix) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, (A) all Safety Foreign Benefit Plans are in compliance with applicable foreign law and (B) any such Safety Foreign Benefit Plan required to be registered under applicable Law has been so registered and has been maintained in good standing with all applicable regulatory authorities.

(x) Each Safety Employee Plan that is a Nonqualified Deferred Compensation Plan and any award thereunder has been operated since January 1, 2005 based upon a good faith, reasonable interpretation of Section 409A of the Code and any authority required or permitted to be relied upon thereunder, including, without limitation, (x) the proposed regulations issued thereunder, (y) the final regulations issued thereunder or (z) Internal Revenue Service Notice 2005-1.

(p) Voting Requirements. (i) Parent Shareholder Approval at a Parent Shareholders Meeting is the only vote of the holders of any class or series of Parent's capital shares and (ii) the approval of QB Holdings, as sole member of Safety, which approval has been obtained, is the only approval of the holders of any equity interests in Safety, in each case necessary to approve or adopt this Agreement, the Merger and the other transactions contemplated hereby.

(q) Brokers; Schedule of Fees and Expenses. Except for Lehman Brothers, Deutsche Bank and JPMorganCazenove, the costs and expenses of which shall be paid by Parent or Safety, as the case may be, Safety and Parent have not engaged any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who might be entitled to any fee or any commission in connection with or upon consummation of the Merger or the other transactions contemplated hereby.

(r) Intellectual Property.

(i) Owned Intellectual Property. Schedule 4.2(r)(i) of the Safety Disclosure Letter lists as of the date hereof all Intellectual Property owned by Safety (the "Safety Owned Intellectual Property") that is registered or subject to an application for registration and that is material to the Business of Safety. Safety is the exclusive owner of the Safety Owned Intellectual Property set forth in Schedule 4.2(r)(i) of the Safety Disclosure Letter and, to the Knowledge of Safety, of the Trade Secrets owned by Safety free and clear of any Liens other than Permitted Liens. To the Knowledge of Safety, the Safety Owned Intellectual Property is subsisting, valid and enforceable.

(ii) Licenses and Other Agreements. Schedule 4.2(r)(ii) of the Safety Disclosure Letter lists as of the date hereof all material agreements to which Safety is a party or by which any of them is otherwise bound that relate to Intellectual Property that Safety reasonably anticipates will involve aggregate payments or consideration furnished by or to Safety of more than $1,000,000 in any year (the " Safety Licenses"), other than the Safety Contracts that are set forth on Schedule 4.2(u), including (A) material licenses of Intellectual Property to Safety by any other Person, (B) material licenses of Intellectual Property to any other Person by Safety, (C) material agreements otherwise granting or restricting the right to use Intellectual Property and (D) material agreements transferring, assigning, indemnifying with respect to or otherwise relating to Intellectual Property used or held for use in the Business of Safety. The representations in Section 4.2(u) shall apply to the Safety Licenses, provided, however, that the representations in Section 4.2(u) shall not be interpreted to require disclosure of a Safety Contract or Safety License solely for the reason of Safety being prohibited from soliciting employees or personnel of a party to a Safety Contract or Safety License to the extent that such party's employees or personnel are providing services to Safety in the normal course of the business of Safety if disclosure of such Safety Contract or Safety License would not otherwise be called for.

(iii) No Infringement. To the Knowledge of Safety, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, the conduct of the Businesses conducted by Safety does not infringe or otherwise conflict with the rights of any Person in respect of any Intellectual Property, and Safety has not received any written notice alleging the

foregoing, or challenging the ownership or validity of any Safety Owned Intellectual Property (including any cancellation, opposition, or other action before an intellectual property registry). To the Knowledge of Safety, none of the Safety Owned Intellectual Property is being infringed or otherwise used or being made available for use by any Person without a license or permission from Safety.

(iv) Protection of Intellectual Property. Safety has taken commercially reasonable actions to ensure protection of the Safety Owned Intellectual Property under applicable Law (including making and maintaining in full force and effect all necessary filings, registrations and issuances). Safety has taken commercially reasonably actions to maintain the secrecy of all confidential Intellectual Property used in the Business of Safety. To the Knowledge of Safety, Safety is not using any material Safety Owned Intellectual Property in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Safety Owned Intellectual Property.

(v) Assignment; Privacy. Each employee of Safety or other Person who has created any Intellectual Property to be owned by Safety has validly and irrevocably assigned all of his, her or its rights in such Intellectual Property to Safety. Safety is in compliance with all applicable contractual and legal requirements pertaining to information privacy and security, including, without limitation, any privacy policy concerning the collection and use of personally-identifiable information, except where such failure would not reasonably be expected to have a Material Adverse Effect on Safety.

(s) Insurance. Safety maintains policies of insurance in such amounts and against such risks as are reasonably customary in the industries in which Safety operates (taking into account the cost and availability of such insurance). Except as would not reasonably be expected to have a Material Adverse Effect on Safety, all such insurance policies are in full force and effect and will not terminate or lapse by reason of the consummation of the transactions contemplated hereby.

(t) Labor Matters. Safety is not a party to or subject to, or currently negotiating in connection with entering into, any collective bargaining agreement or other contract with a labor union or organization. Since January 1, 2005, there has not occurred nor, to the Knowledge of Safety has there been threatened, any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime, lockout or other similar labor activity or organizing campaign or activity with respect to any employees of Safety. There are no material labor disputes currently subject to any grievance, arbitration, litigation or other Claim and there is no representation, decertification or other labor-related petition or election pending or, to the Knowledge of Safety, threatened with respect to any employee of Safety. Safety is in compliance with all applicable Laws relating to the employment of the Safety Employees, including Laws relating to wages, employee and independent contractor classification, hours, collective

bargaining, discrimination, civil rights, safety and health, worker notification requirements, immigration, workers' compensation, layoffs and the collection and payment of withholding Taxes and similar Taxes, except for such noncompliance, individually or in the aggregate, as would not reasonably be expected to have a Material Adverse Effect on Safety. There are and at Closing, there will be no Persons on the payroll of or otherwise employed by Safety who principally perform duties or services for Parent or any Affiliate of Parent (other than Safety) or other Person.

(u) Contracts. Except as listed in Schedule 4.2(u) of the Safety Disclosure Letter, as of the date hereof, Safety is neither a party to nor bound by any of the following which is currently in effect with ongoing obligations of Safety (each such contract or agreement referenced in subparts (i) through (xii) below, or Schedule 4.2(r)(ii), a "Safety Contract"):

(i) any agreement relating to direct or indirect Indebtedness of Safety in excess of $1,000,000, other than ordinary course trade payables and accrued expenses;

(ii) any joint venture, partnership, limited liability company or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any partnership or joint venture material to Safety;

(iii) any agreement or series of related agreements, including any option agreement, relating to the acquisition or disposition of any Business or material real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) any agreement entered into with (A) any Person directly or indirectly owning, controlling or holding the power to vote, 5% or more of the outstanding voting securities of Safety, (B) any Person 5% or more of the outstanding voting securities of which are directly or indirectly owned, controlled or held with power to vote by Safety or (C) any current director or executive officer of Safety or any "associates" or members of the "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any such director or executive officer;

(v) any agreement (including any exclusivity agreement) that purports to limit or restrict in any material respect either the type of business in which Safety (or, after the Effective Time, the Surviving Company) may engage or the manner or locations in which any of them may so engage in any business (including any covenant not to compete) or which would require the disposition of any material assets or line of business of Safety or, after the Effective Time, the Surviving Company;

(vi) any sales, distribution, agency, commission-based or other similar agreement with third parties (x) providing for the sale by Safety of such Person's products or services or (y) providing for the sale by third parties of products of Safety, in each case involving annual payments in the 2007 fiscal year or reasonably expected during the 2008 fiscal year to or by Safety in excess of $1,000,000 in the aggregate;

(vii) any material agreement with any U.S. federal or non-U.S. Governmental Entity;

(viii) any agreement that, to the Knowledge of Safety, provides for continuing material indemnification obligations of Safety (other than indemnification obligations contained in (x) customer contracts or (y) contracts listed or referred to in Section 4.2(u) of the Safety Disclosure Letter);

(ix) any "take-or-pay" agreements or agreements with "most-favored nations" pricing terms;

(x) any contract, understanding or agreement (whether or not in writing) between Safety, on the one hand, and Parent and its Subsidiaries (other than Safety), on the other hand;

(xi) any guarantees, indemnification obligations, letters of credit, letters of comfort, bid bonds or performance or surety bonds or cash or other collateral relating to the Business of Parent and its Subsidiaries (other than the Business of Safety); or

(xii) any agreement that would have been required to be filed as an exhibit to an annual report on Form 10-K as provided by Item 601 of Regulation S-K promulgated under the Exchange Act, if Safety was subject to the reporting requirement thereof;

Each Safety Contract is a valid and binding agreement of Safety and is in full force and effect, enforceable against Safety, and, to the Knowledge of Safety, the counterparty thereto in accordance with its terms, except to the extent that the failure to be valid and binding and in full force and effect and enforceable, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety. Neither Safety nor, to the Knowledge of Safety, any other party thereto is in default or breach under the terms of, or has provided any written notice of any intention to terminate, any such Safety Contract and, to the Knowledge of Safety, no event or circumstance has occurred, or will occur by reason of this Agreement or the consummation of any of the transactions contemplated hereby, that, with or without notice or lapse of time or both, would constitute an event of default thereunder or would give rise to a right of termination, acceleration or material amendment thereof, except to the extent that such

default, breach, termination, event or circumstance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Safety. True, correct and complete copies of (i) each Safety Contract (including all material modifications and amendments thereto) and (ii) all form contracts, agreements or instruments used in and material to Safety have been made available to Receiver.

(v) Information Supplied. None of the information supplied or to be supplied by Parent or Safety specifically for inclusion in the Proxy Statement will, at the time of being so supplied contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, and Parent and Safety will update such information in a timely manner to the extent that any previously supplied information may, with the passage of time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(w) Affiliate Transactions. Since January 1, 2006, Safety has not engaged in any transaction that would have been required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act and Exchange Act if Safety were subject to the reporting requirements thereof during such period.

(x) Assets and Properties. After giving effect to the actions contemplated by Section 6.9(a), Section 6.9(b) and Section 6.9(e) and the execution and delivery of the Trademark Agreement and the Software Agreement, the assets and properties (including Intellectual Property) owned, leased or licensed by Safety constitute all of the assets and properties (including Intellectual Property) used or held for use by Parent or any of Parent's Subsidiaries or Affiliates in connection with Parent's healthcare business division other than (a) assets that, individually or in the aggregate, are not material to such Business and (b) assets identified in Section 4.2(x) of the Safety Disclosure Letter.

(y) Lack of Ownership of Receiver Common Stock. Neither Parent nor any of its Subsidiaries or Affiliates beneficially owns or, since January 1, 2005 has beneficially owned, directly or indirectly, any shares of Receiver Common Stock or other securities convertible into, exchangeable into or exercisable for shares of Receiver Common Stock (other than, for the avoidance of doubt, any shares of Receiver Common Stock that may be held in any mutual fund offered by a Parent- or Safety-sponsored pension plan). There are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries or Affiliates is a party with respect to the voting of the capital stock or other equity interest of Receiver or any of Receiver's Subsidiaries.

(z) Absence of Arrangements with the Surviving Company. Other than the Relationship Agreement, the Trademark Agreement, the Transition Services Agreement and the Software Agreement, as of the Effective Time, there will be no contracts,

undertakings, commitments, agreements, obligations or understandings between Parent and its Affiliates, on the one hand, and Receiver or any of its Subsidiaries or their respective Boards of Directors, on the other hand.

(aa) Opinion of Financial Advisor. The Board of Directors of Parent has received the opinion of Lehman Brothers to the effect that, as of the date of such opinion, the value to be received by Parent in connection with this Merger and the transactions contemplated hereby are fair, from a financial point of view, to Parent, a signed copy of which opinion will be delivered to Receiver solely for informational purposes after receipt thereof by Parent.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 Conduct of Business by Receiver. From the date of this Agreement until the Effective Time, unless Parent shall otherwise consent in writing or except as set forth in Schedule 5.1 of the Receiver Disclosure Letter or as otherwise expressly provided for in this Agreement, Receiver shall, and shall cause each of the Receiver Subsidiaries to, conduct its Business in a commercially reasonable manner consistent with industry practice, and shall use its commercially reasonable efforts to preserve intact its business organization and goodwill and relationships with customers, suppliers and others having business dealings with it, to keep available the services of its current officers and key employees and to maintain its current rights and franchises, in each case, consistent with industry practice. In addition to and without limiting the generality of the foregoing, except as set forth in Schedule 5.1 of the Receiver Disclosure Letter or as otherwise expressly permitted or required by this Agreement or as required by applicable Law or by a Governmental Entity of competent jurisdiction, from the date hereof until the Effective Time, without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), Receiver shall not, and shall not permit any Subsidiary of Receiver to:

(a) adopt or propose any change in the Constituent Documents of Receiver or any of its Subsidiaries;

(b) (i) other than the Extraordinary Dividend, declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its capital stock except for the declaration and payment of cash dividends or distributions by any direct or indirect wholly-owned Subsidiary of Receiver, (ii) split, combine or reclassify any of its capital stock or issue or propose or authorize the issuance of any other securities (including options, warrants or any similar security exercisable for, or convertible into, such other security) in respect of, in lieu of, or in substitution for, shares of its capital stock except for any transaction by a direct or indirect wholly-owned Subsidiary of Receiver which remains a direct or indirect wholly-owned Subsidiary of

Receiver after consummation of such transaction or (iii) repurchase, redeem or otherwise acquire any shares of the capital stock of Receiver or any Subsidiary of Receiver, or any other equity interests or any rights, warrants or options to acquire any such shares or interests, other than pursuant to the Receiver Stock Plans and award agreements thereunder or other than for such actions that are only in respect of shares of any direct or indirect wholly-owned Subsidiary of Receiver;

(c) issue, sell, grant, pledge or otherwise encumber any shares of its capital stock or other securities (including any options, warrants or any similar security exercisable for or convertible into such capital stock or similar security) other than (i) issuances of Receiver Common Stock pursuant to the exercise of options outstanding on the date hereof, issuances of Receiver Common Stock in settlement of restricted stock units outstanding on the date hereof, issuances required by employee stock purchase plans and other equity-based securities outstanding on the date hereof, (ii) issuances by a wholly-owned Subsidiary of Receiver of capital stock to such Subsidiary of Receiver's parent or another wholly-owned Subsidiary of Receiver, (iii) issuances pursuant to the Convertible Debentures and (iv) in accordance with Schedule 5.1 of the Receiver Disclosure Schedule;

(d) merge or consolidate with any Person (other than Receiver or a wholly-owned Subsidiary of Receiver) or acquire a material amount of the assets or equity of any other Person (other than Receiver or a wholly-owned Subsidiary of Receiver), other than (i) acquisitions disclosed on the Schedule 5.1 of the Receiver Disclosure Letter and (ii) acquisitions the fair market value of the total consideration (including the value of indebtedness acquired or assumed) for which does not exceed $10,000,000 for any individual acquisition, or $20,000,000 in the aggregate;

(e) sell, lease, license, subject to a Lien, other than a Permitted Lien, encumber or otherwise surrender, relinquish or dispose of any material assets, property or rights (including capital stock of a Subsidiary of Receiver) except (i) pursuant to existing written contracts or commitments, (ii) in an amount not in excess of $10,000,000 in the aggregate, or (iii) pursuant to non-exclusive licensing agreements in the ordinary course of business consistent with past practice;

(f) (i) make any loans, advances or capital contributions to, or investments in, any other Person other than (x) by Receiver or any Subsidiary of Receiver to or in Receiver or any Subsidiary of Receiver or (y) pursuant to any contract or other legal obligation existing at the date of this Agreement or (ii) create, incur, guarantee or assume any Indebtedness, issuances of debt securities, guarantees, loans or advances not in existence as of the date of this Agreement, except Indebtedness not to exceed $10,000,000 in the aggregate and obtained on customary commercial terms for a valid business purpose, Indebtedness in replacement of existing Indebtedness on customary commercial terms, and guarantees by Receiver of Indebtedness of wholly-owned Subsidiaries of Receiver or guarantees by the Receiver Subsidiaries of Indebtedness of Receiver;

(g) subject to Section 6.10(e), amend or otherwise modify benefits under any Receiver Employee Plan in any material respect, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Receiver Employee Plan as currently in effect on the date hereof in any material respect, fail to make any required contribution to any Receiver Employee Plan in any material respect, merge or transfer any Receiver Employee Plan or the material assets or liabilities of any Receiver Employee Plan, change the sponsor of any Receiver Employee Plan, or terminate or establish any material Receiver Employee Plan, except in each case as reasonably appropriate to reflect changes in applicable Law or GAAP;

(h) grant any increase in the compensation or benefits of directors, officers, employees or consultants of Receiver or any Subsidiary of Receiver other than (i) increases in the compensation of employees (other than executive officers or directors of Receiver) or consultants in the ordinary course of business consistent with past practice, (ii) benefits increases that are not material and that apply to all similarly situated employees or (iii) as required by any Receiver Employee Plan or by Law;

(i) subject to Section 6.10(e), enter into or amend or modify in any material respect any severance, consulting, retention, collective bargaining agreement or employment agreement, plan, program or arrangement, except, in each case, (i) in the ordinary course of business consistent with past practice (except for officers with a yearly base salary in excess of $175,000 or directors of Receiver), (ii) as required by the terms of such agreement, plan, program or arrangement, or (iii) to comply with applicable Law;

(j) hire or terminate the employment or contractual relationship of any officer, employee or consultant of Receiver or any Subsidiary of Receiver, as the case may be, other than hirings or terminations in the ordinary course consistent with past practice;

(k) settle or compromise any Claim or enter into any consent decree, injunction or similar restraint or form of equitable relief in settlement of any material Claim other than (i) such settlements and compromises that (A) relate to Taxes (which are the subject of Section 5.1(l)), (B) are in the ordinary course consistent with past practice or (C) do not require payments by Receiver in excess of $1,000,000, net of any insurance proceeds or coverage, and (ii) such consent decrees, injunctions or similar restraints or forms of equitable relief that, individually or in the aggregate, are not material to Receiver and the Receiver Subsidiaries, taken as a whole;

(l) (i) make or rescind any material election relating to Taxes, (ii) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, (iii) make a request for a written ruling of a Taxing Authority relating to Taxes, other than any request for a

determination concerning qualified status of any Receiver Employee Plan intended to be qualified under Code Section 401(a), (iv) enter into a written and legally binding agreement with a Taxing Authority relating to material Taxes, (v) amend any material Tax Return or (vi) except as required by Law, change in any material respect any of its methods of reporting income or deductions for U.S. federal income Tax purposes from those employed in the preparation of its U.S. federal income Tax returns for the taxable year ending December 31, 2006;

(m) other than in the ordinary course of business consistent with past practice, (i) adversely modify or amend in any material respect or terminate any Receiver Contract or (ii) enter into any successor agreement to an expiring Receiver Contract that changes the terms of the expiring Receiver Contract in a way that is materially adverse to Receiver or any Receiver Subsidiary;

(n) enter into or renew or extend any material agreements or arrangements that limit or otherwise restrict Receiver or any Receiver Subsidiary or any of their respective Affiliates or any successor thereto, or that could, after the Effective Time, limit or restrict Parent or Receiver or any of their respective Subsidiaries or, in each case, any successors thereto, from engaging or competing in any line of business or in any geographic area, which agreements or arrangements, individually or in the aggregate, would reasonably be expected to be materially adverse to Parent or Receiver, taken as a whole with their respective Subsidiaries, after giving effect to the Merger;

(o) make or agree to make any capital expenditure or expenditures (which for the avoidance of doubt does not include capitalized software), or enter into any agreements or arrangements providing for payments for capital expenditures, other than capital expenditures set forth in the budget previously provided to Parent or in Schedule 5.1(o) of the Receiver Disclosure Letter or otherwise in an aggregate amount not to exceed $1,000,000 or increase the research and development budget by an amount greater than $10,000,000;

(p) change any method of accounting or accounting principles or practices by Receiver or any Subsidiary of Receiver in any material respect, except for any such change required by a change in GAAP, Law or by a Governmental Entity;

(q) terminate or cancel, or amend or modify in any material respect, any material insurance policies maintained by covering Receiver or the Receiver Subsidiaries or their respective properties which is not replaced by a comparable amount of insurance coverage;

(r) adopt or implement a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Receiver or any Receiver Subsidiary; or

(s) agree or commit to do any of the foregoing.

Section 5.2 Conduct of Business by Safety. From the date of this Agreement until the Effective Time, unless Receiver shall otherwise consent in writing or except as set forth in Section 5.2 of the Safety Disclosure Letter or as otherwise expressly provided for in this Agreement, Safety shall (and Parent shall cause Safety to) conduct its Business in a commercially reasonable manner consistent with industry practice, and shall use its commercially reasonable efforts to preserve intact its business organization and goodwill and relationships with customers, suppliers and others having business dealings with it, to keep available the services of its current officers and key employees and to maintain its current rights and franchises, in each case, consistent with industry practice. In addition to and without limiting the generality of the foregoing, except as set forth in Section 5.2 of the Safety Disclosure Letter or as otherwise expressly permitted or required by this Agreement or as required by applicable Law or by a Governmental Entity of competent jurisdiction, from the date hereof until the Effective Time, without the prior written consent of Receiver (which consent shall not be unreasonably withheld, conditioned or delayed), Safety shall not (and Parent shall cause Safety to not):

(a) adopt or propose any change in the Constituent Documents of Safety;

(b) (i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its equity interests, (ii) split, combine or reclassify any of its equity interests or issue or propose or authorize the issuance of any other securities (including options, warrants or any similar security exercisable for, or convertible into, such other security) in respect of, in lieu of, or in substitution for, any of its equity interests or (iii) repurchase, redeem or otherwise acquire any of its equity interests, or any rights, warrants or options to acquire any such interests;

(c) issue, sell, grant, pledge or otherwise encumber any of its equity interests or other securities (including any options, warrants or any similar security exercisable for or convertible into such equity interests or similar security);

(d) merge or consolidate with any Person or acquire a material amount of the assets or equity of any other Person, other than (i) acquisitions disclosed in Section 5.2(d) of the Safety Disclosure Letter and (ii) acquisitions the fair market value of the total consideration (including the value of indebtedness acquired or assumed) for which does not exceed $10,000,000 for any individual acquisition, or $20,000,000 in the aggregate;

(e) sell, lease, license, subject to a Lien, other than a Permitted Lien, encumber or otherwise surrender, relinquish or dispose of any material assets, property or rights except (i) pursuant to existing written contracts or commitments, (ii) in an amount not in excess of $10,000,000 in the aggregate or (iii) pursuant to non-exclusive licensing agreements in the ordinary course of business consistent with past practice;

(f) (i) make any loans, advances or capital contributions to, or investments in, any other Person other than pursuant to any contract or other legal obligation existing at the date of this Agreement or (ii) create, incur, guarantee or assume any Indebtedness, issuances of debt securities, guarantees, loans or advances not in existence as of the date of this Agreement, except Indebtedness not to exceed $10,000,000 in the aggregate, and obtained on customary commercial terms for a valid business purpose. Indebtedness in replacement of existing Indebtedness on customary commercial terms;

(g) amend or otherwise modify benefits under any Safety Employee Plan in any material respect, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Safety Employee Plan as currently in effect on the date hereof in any material respect, fail to make any required contribution to any Safety Employee Plan in any material respect, merge or transfer any Safety Employee Plan or the material assets or liabilities of any Safety Employee Plan, change the sponsor of any Safety Employee Plan, or terminate or establish any material Safety Employee Plan, except in each case as reasonably appropriate to reflect changes in applicable Law or IFRS, for any changes for which Parent will be solely liable, or as would relate to similarly situated employees of Parent and its Subsidiaries;

(h) grant any increase in the compensation or benefits of directors, officers, managers, employees or consultants of Safety other than (i) increases in the compensation of employees (other than executive officers or directors of Safety) or for consultants in the ordinary course of business consistent with past practice, (ii) benefits increases that are not material and that apply to all similarly situated employees, (iii) as required by any Safety Employee Plan or by Law or (iv) except for any increases for which Parent will be solely liable;

(i) enter into or amend or modify in any material respect any severance, consulting, retention, collective bargaining agreement or employment agreement, plan, program or arrangement of Safety, except, in each case, (i) in the ordinary course of business consistent with past practice (except for officers with a yearly base salary in excess of $175,000 or managers or directors of Safety), (ii) as required by the terms of such agreement, plan, program or arrangement, or (iii) to comply with applicable Law;

(j) hire or terminate the employment or contractual relationship of any officer, employee or consultant of Safety, as the case may be, other than hirings or terminations in the ordinary course consistent with past practice;

(k) settle or compromise any Claim or enter into any consent decree, injunction or similar restraint or form of equitable relief in settlement of any material Claim other than (i) such settlements and compromises that (A) relate to Taxes (which are the subject of Section 5.2(l)), (B) are in the ordinary course consistent with past practice or (C) do not require payments by Safety in excess of $1,000,000, net of any insurance proceeds or coverage, and (ii) such consent decrees, injunctions or similar restraints or forms of equitable relief that, individually or in the aggregate, are not material to Safety;

(l) (i) make or rescind any material election relating to Taxes, (ii) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, (iii) make a request for a written ruling of a Taxing Authority relating to Taxes, other than any request for a determination concerning qualified status of any Safety Employee Plan intended to be qualified under Code Section 401(a), (iv) enter into a written and legally binding agreement with a Taxing Authority relating to material Taxes, (v) amend any material Tax Return or (vi) except as required by Law, change in any material respect any of its methods of reporting income or deductions for U.S. federal income Tax purposes from those employed in the preparation of its U.S. federal income Tax returns for the taxable year ending May 31, 2007;

(m) other than in the ordinary course of business consistent with past practice, (i) adversely modify or amend in any material respect or terminate any Safety Contract or (ii) enter into any successor agreement to an expiring Safety Contract that changes the terms of the expiring Safety Contract in a way that is materially adverse to Safety;

(n) enter into or renew or extend any material agreements or arrangements that limit or otherwise restrict Safety or any of its respective Affiliates or any successor thereto, or that could, after the Effective Time, limit or restrict Parent or Receiver or any of their respective Subsidiaries or, in each case, any successors thereto, from engaging or competing in any line of business or in any geographic area, which agreements or arrangements, individually or in the aggregate, would reasonably be expected to be materially adverse to Parent or Receiver, taken as a whole with their respective Subsidiaries, after giving effect to the Merger;

(o) make or agree to make any capital expenditure or expenditures (which for the avoidance of doubt does not include capitalized software), or enter into any agreements or arrangements providing for payments for capital expenditures, other than capital expenditures set forth in the budget previously provided to Receiver or in Schedule 5.2(o) of the Safety Disclosure Letter or increase the research and development budget by an amount greater than $10,000,000;

(p) change any method of accounting or accounting principles or practices by Safety in any material respect, except for any such change required by a change in IFRS, Law or by a Governmental Entity;

(q) terminate or cancel, or amend or modify in any material respect, any material insurance policies maintained by Safety covering Safety or Safety's properties which is not replaced by a comparable amount of insurance coverage;

(r) adopt or implement a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Safety; or

(s) agree or commit to do any of the foregoing.

Section 5.3 Advice of Changes. Subject to applicable Laws relating to the exchange of information, Receiver shall promptly advise Parent, and Parent or Safety shall promptly advise Receiver orally and in writing of any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on such advising party.

Section 5.4 Control of Operations.

(a) Nothing contained in this Agreement will give Parent or Safety, directly or indirectly, the right to control or direct Receiver's operations prior to the Effective Time. Prior to the Effective Time, Receiver will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations. Notwithstanding anything to the contrary set forth in this Agreement, no consent of Parent or Safety shall be required with respect to any matter set forth in Section 5.1 or elsewhere in this Agreement to the extent that the requirement of such consent would, upon advice of outside counsel, violate applicable Law.

(b) Nothing contained in this Agreement will give Receiver, directly or indirectly, the right to control or direct Safety's operations prior to the Effective Time. Prior to the Effective Time, Safety will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations. Notwithstanding anything to the contrary set forth in this Agreement, no consent of Receiver shall be required with respect to any matter set forth in Section 5.2 or elsewhere in this Agreement to the extent that the requirement of such consent would, upon advice of outside counsel, violate applicable Law.

Section 5.5 No Solicitation by Receiver; Recommendation.

(a) Receiver shall not, nor shall it authorize or permit any of the Receiver Subsidiaries to, and Receiver shall use its commercially reasonable efforts to

cause its and its Subsidiaries' respective Representatives not to, directly or indirectly (i) initiate, solicit or knowingly encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal with respect to Receiver, (ii) enter into any letter of intent, memorandum of understanding, merger agreement or other agreement relating to a Takeover Proposal with respect to Receiver or (iii) continue or otherwise participate in any discussions or negotiations regarding a Takeover Proposal or furnish to any Person that has made or, to the Knowledge of Receiver, has considered making or is reasonably likely to make a Takeover Proposal with respect to Receiver, any information or data with respect to, or otherwise take any other action to knowingly encourage any proposal that constitutes a Takeover Proposal with respect to Receiver. Notwithstanding the foregoing, prior to the receipt of Receiver Stockholder Approval, Receiver may, in response to a *bona fide* written Takeover Proposal with respect to Receiver that was not solicited after execution of this Agreement and did not otherwise result from a breach of this Section 5.5(a), and subject to compliance with Section 5.5(b):

(x) furnish information with respect to Receiver and the Receiver Subsidiaries to the Person making such Takeover Proposal and its Representatives pursuant to and in accordance with a confidentiality agreement containing terms and conditions no less restrictive in the aggregate than those contained in the Confidentiality Agreement, provided that such confidentiality agreement shall not contain any provisions that would prevent Receiver from complying with its obligation to provide the required disclosure to Parent pursuant to Section 5.5(b), and provided, further that all such information provided to such Person has previously been provided to Parent or is provided to Parent prior to or substantially concurrently with the time it is provided to such Person; and

(y) participate in discussions or negotiations with such Person or its Representatives regarding such Takeover Proposal;

provided, in each case, that the Board of Directors of Receiver determines in good faith after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove) that (i) the failure to furnish such information or participate in such discussions or negotiations would be inconsistent with its fiduciary duties under applicable Law and (ii) that such Takeover Proposal could reasonably be expected to lead to a Superior Proposal. Receiver shall (A) immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal with respect to Receiver and will request the prompt return of any confidential information previously furnished to such Persons in connection therewith and (B) use its commercially reasonable efforts promptly to inform its Representatives of the obligations undertaken in this Section 5.5. Without limiting the foregoing, any violation of the restrictions set forth in this Section 5.5 by any Representative of Receiver

or any of its Subsidiaries, other than a director of Receiver who shall have voted against or abstained from voting in favor of the resolution described in Section 4.1(d)(ii), shall be deemed to be a breach of this Section 5.5 by Receiver.

(b) As promptly as practicable after the receipt by Receiver of any Takeover Proposal or any inquiry with respect to, or that could reasonably be expected to lead to, any Takeover Proposal, and in any case within 24 hours after the receipt thereof, Receiver shall provide oral and, as promptly as practicable thereafter, written notice to Parent of (i) such Takeover Proposal or inquiry, (ii) the identity of the Person making any such Takeover Proposal and (iii) the material terms and conditions of any such Takeover Proposal or inquiry (including any amendments or modifications thereto). Receiver shall keep Parent reasonably informed on a reasonably current basis of the status of any such Takeover Proposal, including any material changes to the terms and conditions thereof, and promptly provide Parent with copies of all written Takeover Proposals with respect to Receiver (and material modifications thereof) and related agreements, draft agreements and material modifications thereof.

(c) Neither the Board of Directors of Receiver nor any committee thereof shall, directly or indirectly, (i) effect a Change in the Receiver Recommendation with respect to Receiver or (ii) approve or cause or permit Receiver to enter into any letter of intent, memorandum of understanding, merger agreement or other similar agreement providing for a Takeover Proposal (an "Acquisition Agreement") with respect to Receiver. Notwithstanding the foregoing, at any time prior to the Receiver Stockholder Approval, the Board of Directors of Receiver may, in response to a Superior Proposal with respect to Receiver, effect a Change in the Receiver Recommendation or, if, prior to or on the later of forty-five (45) days after the date hereof and the Safety Financial Statement Delivery Date, a Takeover Proposal is determined to be a Superior Proposal, cause Receiver to terminate this Agreement, and if it so chooses, to enter into an Acquisition Agreement concerning such Superior Proposal with respect to Receiver; provided that the Board of Directors of Receiver determines in good faith, after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), that the failure to do so would be inconsistent with its fiduciary duties under applicable Law, and provided, further, that the Board of Directors of Receiver may not effect such a Change in the Receiver Recommendation, termination of this Agreement or entering into an Acquisition Agreement concerning a transaction that constitutes a Superior Proposal with respect to Receiver unless (x) the Board of Directors of Receiver shall have first provided prior written notice to Parent that it is prepared to effect a Change in the Receiver Recommendation in response to a Superior Proposal with respect to Receiver, which notice shall attach the most current version of any written agreement or other document relating to the transaction that constitutes such Superior Proposal and (y) Parent does not make, within three Business Days after the receipt of such notice (or, in the event of a Takeover Proposal with respect to Receiver that has

been materially revised or modified, within two Business Days of such modification, if later), a proposal that the Board of Directors of Receiver determines in good faith, after consultation with a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), is at least as favorable to the stockholders of Receiver as such Superior Proposal. During the three Business Day period prior to its effecting a Change in the Receiver Recommendation, Receiver and its Representatives shall negotiate in good faith with Parent and its Representatives regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Parent. Notwithstanding any Change in the Receiver Recommendation Parent shall have the option, exercisable within five Business Days after such Change in the Receiver Recommendation, to cause the Board of Directors of Receiver to submit this Agreement to the shareholders of Receiver for the purpose of approving the Share Issuance; provided, however, that such option shall not be available if immediately prior to exercise thereof Receiver was entitled to terminate this Agreement pursuant to this Section 5.5(c). If Parent exercises such option, Parent shall not be entitled to terminate this Agreement pursuant to Section 8.1(c)(iii) and shall not be entitled to the Receiver Termination Fee under Section 8.3(a)(iv). If Parent fails to exercise such option, Receiver may terminate this Agreement, and if it so chooses, enter into an Acquisition Agreement concerning a transaction that constitutes a Superior Proposal with respect to Receiver.

(d) In addition, and notwithstanding the foregoing, at any time prior to the Receiver Stockholders Meeting, the Receiver Board of Directors may, in connection with an Intervening Event, make a Change in the Receiver Recommendation; provided, however, that the Receiver Board of Directors shall not be entitled to exercise its right to make a Change in the Receiver Recommendation pursuant to this sentence unless Receiver (i) has provided Parent with written information describing such Intervening Event in reasonable detail as soon as reasonably practicable after becoming aware of it, (ii) keeps Parent reasonably informed of developments with respect to such Intervening Event and (iii) has provided to Parent at least three Business Days' prior written notice advising Parent that the Receiver Board of Directors intends to take such action and specifying the reasons therefor in reasonable detail and Parent does not make, within three Business Days after the receipt of such notice, a proposal that results in there no longer being an Intervening Event. During the three Business Day period prior to its effecting a Change in the Receiver Recommendation, Receiver and its Representatives shall negotiate in good faith with Parent and its Representatives regarding any revisions to the terms of the transactions contemplated by this Agreement proposed by Parent. Notwithstanding any Change in the Receiver Recommendation, Parent shall have the option, exercisable within five Business Days after such Change in the Receiver Recommendation, to cause the Board of Directors of Receiver to submit this Agreement to the shareholders of Receiver for the purpose of approving the Share Issuance. If Parent exercises such option, Parent shall not be entitled to terminate this Agreement pursuant to Section 8.1(c)(iii) and shall not be entitled to the Receiver Termination Fee under Section 8.3(a)(iv). If Parent fails to exercise such option, Receiver may terminate this Agreement.

(e) Nothing contained in this Section 5.5 shall prohibit Receiver from (i) complying with Rule 14a-9, Rule 14d-9 and Rule 14e-2 promulgated under the Exchange Act or (ii) making any other disclosure to the stockholders of Receiver if, in the case of clause (ii), the Board of Directors of Receiver determines in good faith, after consultation with its outside counsel, that the failure to make such disclosure would be inconsistent with its fiduciary duties to the stockholders of Receiver under applicable Law, provided, however that neither the Board of Directors of Receiver nor any committee thereof shall, except as expressly permitted by Section 5.5(c) and Section 5.5(d), effect a Change in the Receiver Recommendation or approve or recommend, or publicly propose to approve or recommend, a Takeover Proposal with respect to Receiver.

(f) All information which may be provided by Receiver to Parent under this Section 5.5 shall be deemed to be "Confidential Information" for purposes of the Confidentiality Agreement and Parent shall by bound by the terms of the Confidentiality Agreement with respect thereto.

Section 5.6 No Solicitation by Parent or Safety; Recommendation .

(a) Neither Parent nor Safety shall, and each shall use its commercially reasonable efforts to cause its Representatives not to, directly or indirectly (i) initiate, solicit or knowingly encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal with respect to Safety, (ii) enter into any letter of intent, memorandum of understanding, merger agreement or other agreement relating to a Takeover Proposal with respect to Safety or (iii) continue or otherwise participate in any discussions or negotiations regarding a Takeover Proposal or furnish to any Person that has made or, to the Knowledge of Parent, is considering making or is reasonably likely to make a Takeover Proposal with respect to Safety, any information or data with respect to, or otherwise cooperate with or take any other action to knowingly encourage any proposal that constitutes a Takeover Proposal with respect to Safety. Notwithstanding the foregoing, prior to the receipt of Parent Shareholder Approval, Parent and Safety may, in response to a *bona fide* written Takeover Proposal with respect to Safety that was not solicited after execution of this Agreement and did not otherwise result from a breach of this Section 5.6(a), and subject to compliance with Section 5.6(b):

(x) furnish information with respect to Safety to the Person making such Takeover Proposal and its Representatives pursuant to and in accordance with a confidentiality agreement containing terms and conditions no less restrictive in the aggregate than those contained in the Confidentiality Agreement, provided that such confidentiality agreement shall not contain any provisions that would prevent Safety from complying with its obligation to provide the required

disclosure to Receiver pursuant to Section 5.6(b), and provided further that all such information provided to such Person has previously been provided to Receiver or is provided to Receiver prior to or substantially concurrently with the time it is provided to such Person; and

(y) participate in discussions or negotiations with such Person or its Representatives regarding such Takeover Proposal;

provided, in each case, that the Board of Directors of Parent or Safety determines in good faith after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove) that (i) the failure to furnish such information or participate in such discussions or negotiations would be inconsistent with its fiduciary and/or statutory duties under applicable Law and (ii) such Takeover Proposal could reasonably be expected to lead to a Superior Proposal with respect to Safety. Safety shall (A) immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal with respect to Safety and will request the prompt return of any confidential information previously furnished to such Persons in connection therewith and (B) use its commercially reasonable efforts promptly to inform its Representatives of the obligations undertaken in this Section 5.6. Without limiting the foregoing, any violation of the restrictions set forth in this Section 5.6 by any Representative of Safety, shall be deemed to be a breach of this Section 5.6 by Safety.

(b) As promptly as practicable after the receipt by Safety of any Takeover Proposal with respect to Safety or any inquiry with respect to, or that could reasonably be expected to lead to, any such Takeover Proposal, and in any case within 24 hours after the receipt thereof, Safety shall provide oral and, as promptly as practicable thereafter, written notice to Receiver of (i) such Takeover Proposal or inquiry, (ii) the identity of the Person making any such Takeover Proposal or inquiry and (iii) the material terms and conditions of any such Takeover Proposal or inquiry (including any amendments or modifications thereto). Safety shall keep Receiver reasonably informed on a reasonably current basis of the status of any such Takeover Proposal, including any material changes to the terms and conditions thereof, and promptly provide Receiver with copies of written all Takeover Proposals with respect to Safety (and material modifications thereof) and related agreements, draft agreements and material modifications thereof.

(c) Neither the Board of Directors of Parent nor any committee thereof shall, directly or indirectly, (i) effect a Change in the Parent Recommendation with respect to Safety or (ii) approve or cause or permit Safety to enter into any Acquisition Agreement with respect to Safety. Notwithstanding the foregoing, at any time prior to Parent Shareholder Approval, the Board of Directors of Parent may, in response to a Superior Proposal with respect to Safety, effect a Change in the Parent Recommendation

or, if, prior to or on the later of forty-five (45) days after the date hereof and the Receiver Financial Statement Delivery Date, a Takeover Proposal is determined to be a Superior Proposal, cause Parent to terminate this Agreement, and if it so chooses, to enter into an Acquisition Agreement concerning such Superior Proposal with respect to Safety; provided that the Board of Directors of Parent determines in good faith, after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), that the failure to do so would be inconsistent with its fiduciary duties and/or statutory duties under applicable Law, and provided, further, that the Board of Directors of Parent may not effect such a Change in the Parent Recommendation unless (x) the Board of Directors of Parent shall have first provided prior written notice to Receiver that it is prepared to effect a Change in the Parent Recommendation in response to a Superior Proposal with respect to Safety, which notice shall attach the most current version of any written agreement or other document relating to the transaction that constitutes such Superior Proposal and (y) Receiver does not make, within three Business Days after the receipt of such notice (or, in the event of a Takeover Proposal with respect to Safety that has been materially revised or modified, within two Business Days after the receipt of such notice of such modification, if later), a proposal that the Board of Directors of Parent determines in good faith, after consultation with a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), is at least as favorable to the shareholders of Parent as such Superior Proposal. During the three Business Day period prior to its effecting a Change in the Parent Recommendation, Parent and Safety and their respective Representatives shall negotiate in good faith with Receiver and its Representatives regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Receiver. Notwithstanding any Change in the Parent Recommendation Receiver shall have the option, exercisable within five Business Days after such Change in the Parent Recommendation, to cause the Board of Directors of Parent to submit this Agreement to the shareholders of Parent for the purpose of approving this Agreement and the Merger; provided, however, that such option shall not be available if immediately prior to exercise thereof Parent was entitled to terminate this Agreement pursuant to this Section 5.6(c). If Receiver exercises such option, Receiver shall not be entitled to terminate this Agreement pursuant to Section 8.1(d)(iii) and shall not be entitled to the Safety Termination Fee under Section 8.3(c)(iv). If Receiver fails to exercise such option, Parent may terminate this Agreement and if it so chooses, enter into an Acquisition Agreement concerning a transaction that constitutes a Superior Proposal with respect to Safety.

(d) In addition, and notwithstanding the foregoing, at any time prior to the Parent Shareholders Meeting, the Parent Board of Directors may, in connection with an Intervening Event, make a Change in the Parent Recommendation; provided, however, that the Parent Board of Directors shall not be entitled to exercise its right to make a Change in the Parent Recommendation pursuant to this sentence unless Parent (i) has provided Receiver with written information describing such Intervening Event in

reasonable detail as soon as reasonably practicable after becoming aware of it, (ii) keeps Receiver reasonably informed of developments with respect to such Intervening Event and (iii) has provided to Receiver at least three Business Days' prior written notice advising Receiver that the Parent Board of Directors intends to take such action and specifying the reasons therefor in reasonable detail and Receiver does not make, within three Business Days after the receipt of such notice a proposal that results in there no longer being an Intervening Event. During the three Business Day period prior to its effecting a Change in the Parent Recommendation, Parent and Safety and their respective Representatives shall negotiate in good faith with Receiver and its Representatives regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Receiver. Notwithstanding any Change in the Parent Recommendation, Receiver shall have the option, exercisable within five Business Days after such Change in the Parent Recommendation, to cause the Board of Directors of Parent to submit this Agreement to the shareholders of Parent for the purpose of approving this Agreement and the Merger. If Receiver exercises such option, Receiver shall not be entitled to terminate this Agreement pursuant to Section 8.1(d)(iii) and shall not be entitled to the Safety Termination Fee under Section 8.3(c)(iv). If Receiver fails to exercise such option, Parent may terminate this Agreement.

(e) Nothing contained in this Section 5.6 shall prohibit Parent from complying with applicable disclosure rules under applicable Law in respect of any Takeover Proposal with respect to Safety or making any disclosure to the shareholders of Parent if the Board of Directors of Parent determines in good faith, after consultation with its outside counsel, that the failure to make such disclosure would be inconsistent with its fiduciary duties and/or statutory duties to the shareholders of Parent under applicable Law or a breach of any applicable rule or regulation of any regulatory body to which it is subject, provided, however that neither the Board of Directors of Parent nor any committee thereof shall, except as expressly permitted by Section 5.6(c) or (d), effect a Change in the Parent Recommendation or approve or recommend, or publicly propose to approve or recommend, a Takeover Proposal with respect to Safety.

(f) All information which may be provided by Parent to Receiver under this Section 5.6 shall be deemed to be "Confidential Information" for purposes of the Confidentiality Agreement and Receiver shall by bound by the terms of the Confidentiality Agreement with respect thereto.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.1 Preparation of the Proxy Statement; Receiver Stockholders Meeting .

(a) Receiver shall use its commercially reasonable efforts to prepare and file with the SEC the proxy statement relating to the Receiver Stockholder Meeting (together with any amendments or supplements thereto, the " Proxy Statement") in preliminary form as promptly as reasonably practicable following the Safety Financial Statement Delivery Date. Receiver shall use its commercially reasonable efforts to respond as promptly as reasonably practicable to any comments of the SEC with respect thereto, to prepare and file with the SEC the definitive Proxy Statement (which, subject to Section 6.1(b), shall contain the Receiver Recommendation) as promptly as practicable thereafter and to cause the definitive Proxy Statement to be mailed to Receiver's stockholders as promptly as reasonably practicable after the filing of the definitive Proxy Statement. Receiver shall promptly notify Parent upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Proxy Statement and shall provide Parent with copies of all correspondence between Receiver and its Representatives, on the one hand, and the SEC and its staff, on the other hand. Parent shall use its commercially reasonable efforts to cooperate with Receiver and to promptly provide any information or responses to comments or other assistance reasonably requested in connection with the foregoing, including all information in order for Receiver to prepare all necessary pro-forma financial information. If at any time prior to the Receiver Stockholders Meeting there shall occur any event (including discovery of any fact, circumstance or event) that should be set forth in an amendment or supplement to the Proxy Statement, Receiver shall promptly prepare and mail to its stockholders such an amendment or supplement, in each case to the extent required by applicable Law. Prior to filing or mailing the Proxy Statement (or any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, Receiver (i) shall provide Parent a reasonable opportunity to review and comment on such document or response and (ii) shall give reasonable consideration to all comments proposed by Parent. Parent shall perform its review and provide its comments to Receiver as promptly as reasonably practicable.

(b) Receiver shall, as promptly as reasonably practicable following the Safety Financial Statement Delivery Date pursuant to Section 6.14 of this Agreement, establish a record date (which will be as promptly as reasonably practicable following such receipt) (in accordance with applicable Law and Receiver's Constituent Documents) for, duly call, give notice of, convene and hold a meeting of its stockholders (the " Receiver Stockholders Meeting") for the purpose of obtaining the Receiver Stockholder Approval and the Additional Receiver Stockholder Approval and, provided that there has been no change in the Receiver Recommendation, soliciting stockholder approval of the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments. Subject to the following sentence, the Board of Directors of Receiver shall recommend approval of the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments and the other transactions contemplated thereby by the stockholders of Receiver (the "Receiver Recommendation"). Neither the Board of Directors of Receiver nor any committee

thereof shall withdraw, modify or qualify in any manner adverse to Parent (or publicly propose or resolve to withdraw, modify or qualify in any manner adverse to Parent) the Receiver Recommendation or adopt a third party Takeover Proposal with respect to Receiver (or publicly propose to approve, recommend or adopt a third party Takeover Proposal with respect to Receiver) or fail to make the Receiver Recommendation in the Proxy Statement (collectively, a " Change in the Receiver Recommendation"); provided that the Board of Directors of Receiver may make a Change in the Receiver Recommendation pursuant to and in accordance with Section 5.5. Without limiting the generality of the foregoing, Receiver agrees that its obligations pursuant to this Section 6.1(b) shall not be affected by the commencement, public proposal, public disclosure or communication to Receiver or any other Person of any Takeover Proposal or by any action taken pursuant to Section 5.5 (including any Change in the Receiver Recommendation) other than termination of this Agreement, and, subject to the following sentence and Section 5.5, Receiver shall remain obligated to call, give notice of, convene and hold the Receiver Stockholders Meeting. Notwithstanding anything to the contrary and for avoidance of doubt, at any time prior to the Receiver Stockholder Approval, Receiver may adjourn or postpone the Receiver Stockholders Meeting following a Change in the Receiver Recommendation, or upon notification to Parent of the occurrence of an Intervening Event or in response to a Takeover Proposal which the Board of Directors of Receiver (or any committee thereof) determines in good faith after consultation with its outside counsel has a reasonable likelihood of leading to a Superior Proposal, and that failure to take such action would be inconsistent with its fiduciary duties under applicable Law or, in any event, if this Agreement is terminated before the Receiver Stockholders Meeting is held. Receiver shall not submit to the vote of its stockholders any Takeover Proposal, or propose to do so, until after the termination of this Agreement.

Section 6.2 Parent Shareholders Meeting. As promptly as reasonably practicable following the date of this Agreement, the Board of Directors of Parent or a duly appointed committee thereof will duly adopt resolutions at meetings duly called and held at which directors of Parent constituting a quorum are present (i) directing that the Merger be submitted for approval to a vote at a general meeting of Parent's shareholders, (ii) approving the form of the circular to be posted to the shareholders of Parent in connection with the Parent Shareholders Meeting (as defined below), which shall include a notice of general meeting setting out the shareholder resolution(s) approving the entry into by Parent and Safety of the Merger Agreement, the Merger and the other matters contemplated by the Merger Agreement to be proposed to the shareholders of Parent at the Parent Shareholders Meeting and the Parent Recommendation and shall be in compliance with LR13.3.1 of the Listing Rules of the Financial Services Authority (the " Circular") and (iii) approving the posting of the Circular to the shareholders of Parent. Neither the Board of Directors of Parent nor any committee thereof shall withdraw, modify or qualify in any manner adverse to Receiver (or publicly propose to withdraw, modify or qualify in any manner adverse to Receiver) the Parent Recommendation or

approve, recommend or adopt a third party Takeover Proposal with respect to Safety (or publicly propose to approve, recommend or adopt a third party Takeover Proposal with respect to Safety) or fail to make the Parent Recommendation (collectively, a "Change in the Parent Recommendation"); provided that the Board of Directors of Parent may make a Change in the Parent Recommendation pursuant to and in accordance with Section 5.6. Parent shall, as promptly as reasonably practicable following the date of this Agreement, duly call, give notice of, convene and hold a general meeting of its shareholders or any adjournment or postponement thereof (the "Parent Shareholders Meeting") for the purpose of obtaining the Parent Shareholder Approval. Receiver shall use its commercially reasonable efforts to cooperate with Parent and to promptly provide any information or responses to comments or other assistance reasonably requested by Parent in connection with the foregoing. Parent shall prepare and post the Circular to the shareholders of Parent as promptly as reasonably practicable following the date of this Agreement. Prior to mailing the Circular (or any amendment or supplement thereto) to Parent Shareholders, Parent (i) shall provide Receiver a reasonable opportunity to review such document and (ii) shall give reasonable consideration to all comments proposed by Receiver. If at any time prior to the Parent Shareholder Meeting there shall occur any event (including discovery of any fact, circumstance or event) that should be set forth in an amendment or supplement to the Circular, Parent shall promptly prepare and mail to its shareholders such an amendment or supplement or issue a press release or take other corrective action, in each case to the extent required by applicable Law. Without limiting the generality of the foregoing, Parent agrees that its obligations pursuant to this Section 6.2 shall not be affected by the commencement, public proposal, public disclosure or communication to Parent or any other Person of any Takeover Proposal with respect to Safety or by any action taken pursuant to Section 5.6 (including any Change in the Parent Recommendation) other than termination of this Agreement and, subject to the following sentence, Parent shall remain obligated to call, give notice of, convene and hold the Parent Shareholders Meeting. Notwithstanding anything to the contrary and for avoidance of doubt, at any time prior to the Parent Shareholder Approval, Parent may adjourn or postpone the Parent Shareholders Meeting following a Change in the Parent Recommendation, or upon notification to Receiver of the occurrence of an Intervening Event or in response to a Takeover Proposal which the Board of Directors of Parent (or any committee thereof) determines in good faith after consultation with its outside counsel has a reasonable likelihood of leading to a Superior Proposal and that the failure to take such action would be inconsistent with its fiduciary and/or statutory duties under applicable Law or, in any event, if this Agreement is terminated before the Parent Shareholders Meeting is held. Parent shall not submit to the vote of its shareholders any Takeover Proposal with respect to Safety, or propose to do so, until after the termination of this Agreement.

Section 6.3 Access to Information; Confidentiality.

(a) Upon reasonable notice and subject to applicable Laws relating to the exchange of information, Receiver shall, and shall cause each of its Subsidiaries to, afford to Parent, its Subsidiaries and Affiliates and to their respective Representatives, reasonable access at reasonable times and during normal business hours during the period prior to the Effective Time or the termination of this Agreement in a manner that does not unreasonably disrupt or interfere with the Business of Receiver, to all their respective properties, assets, books, contracts, commitments, personnel and records, and, during such period, Receiver shall, and shall cause each of its Subsidiaries to, make available to Parent (i) access to each report, schedule, form, statement and other document filed or received by it during such period pursuant to the requirements of any Regulatory Law and (ii) all other information concerning its business, properties and personnel as Parent may reasonably request, provided that Receiver shall not be required to provide access to or disclose information where such access or disclosure would in the reasonable good faith judgment of Receiver (w) result in invasive testing of any of Receiver's or its Subsidiaries' real property, (x) jeopardize attorney-client privilege, (y) cause competitive harm to Receiver or its Affiliates if the transactions contemplated by this Agreement are not consummated or (z) contravene any Law or any agreement with any third party. All requests for such access shall be made exclusively to the Representatives of Receiver as Receiver shall designate, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. Neither Parent nor any of Parent's Representatives shall contact any of the employees, customers or suppliers of Receiver, whether in person or by telephone, mail or other means of communication, without the specific prior written authorization of such Representatives of Receiver as Receiver may designate. Any information that is obtained pursuant to this Section 6.3(a) or any other provision of this Agreement shall be subject to the applicable provisions of the Confidentiality Agreement.

(b) Upon reasonable notice and subject to applicable Laws relating to the exchange of information, Safety shall afford to Receiver, its Subsidiaries and Affiliates and to their respective Representatives, reasonable access at reasonable times and during normal business hours during the period prior to the Effective Time or the termination of this Agreement in a manner that does not unreasonably disrupt or interfere with the Business of Safety to all of its properties, assets, books, contracts, commitments, personnel and records, and, during such period, Safety shall make available to Receiver (i) access to each report, schedule, form, statement and other document filed or received by it during such period pursuant to the requirements of any Regulatory Law and (ii) all other information concerning its business, properties and personnel as Receiver may reasonably request, provided that Safety shall not be required to provide access to or disclose information where such access or disclosure would in the reasonable good faith judgment of Safety, (w) result in invasive testing of any of Safety's real property (x) jeopardize attorney-client privilege, (y) cause competitive harm to Parent or Safety or

their Affiliates if the transactions contemplated by this Agreement are not consummated or (z) contravene any Law or agreement with any third party. All requests for such access shall be made exclusively to the representatives of Safety as Safety shall designate, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. Neither Receiver nor any of Receiver's Representatives shall contact any of the employees, customers or suppliers of Safety, whether in person or by telephone, mail or other means of communication, without the specific prior written authorization of such Representatives of Safety as Safety may designate. Any information that is obtained pursuant to this Section 6.3(b) or any other provision of this Agreement shall be subject to the applicable provisions of the Confidentiality Agreement.

Section 6.4 Transition Planning. Subject to applicable Laws relating to the exchange of information, each of the parties agrees to use its commercially reasonable effort to, and shall cause each of its respective Subsidiaries to, reasonably cooperate to obtain an orderly transition and integration process in connection with the Merger in order to minimize the disruption to, and preserve the value of, the Business of Receiver and its Subsidiaries during the period from and after the Effective Time.

Section 6.5 Efforts; Notification.

(a) Subject to the terms and conditions set forth in this Agreement (including provisions relating to the fiduciary and/or statutory duties of the directors of the parties), each of the parties agrees to use its commercially reasonable efforts to take, or cause to be taken, in good faith, all actions that are necessary, proper or advisable under applicable Laws, to consummate and make effective the Merger and the other transactions contemplated hereby, including using its commercially reasonable efforts to accomplish the following as promptly as reasonably practicable following the date of this Agreement: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article VII to be satisfied, (ii) the obtaining of all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities and the making of all necessary registrations and filings and the taking of all reasonable steps as may be necessary to obtain any necessary approvals or waivers from any Governmental Entity, (iii) the obtaining of all material consents, approvals or waivers from third parties and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. In connection with and without limiting the foregoing, Receiver, Parent and their respective Boards of Directors shall, if any state takeover statute or similar statute or regulation is or becomes applicable to this Agreement, the Merger or any of the other transactions contemplated hereby, use its commercially reasonable efforts to ensure that the Merger and the other transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on this Agreement, the Merger and the other transactions contemplated hereby.

(b) In furtherance and not in limitation of the foregoing, each party agrees (i) to make required filings with the U.S. Federal Trade Commission and the Antitrust Division of the Department of Justice and in any applicable foreign jurisdiction with the appropriate Governmental Entity, the notification and report form required under the HSR Act or the antitrust and competition laws of any such foreign jurisdiction, with respect to the transactions contemplated by this Agreement as promptly as practicable after the date of this Agreement and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act or the antitrust and competition laws of any such foreign jurisdiction, and to use its commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act and the antitrust and competition laws of any such foreign jurisdiction and (ii) to cooperate with the other parties to this Agreement in making such filings and other filings and disclosures in respect of the Merger and the other transactions contemplated by this Agreement as may be necessary or advisable.

(c) Notwithstanding the foregoing, if any objections are asserted with respect to the Merger or any other transaction contemplated hereby under any Regulatory Law, or if any suit is threatened to be instituted, by any Governmental Entity challenging the Merger or any other transaction contemplated hereby or brought otherwise by any Governmental Entity under any Regulatory Law that would prohibit or materially impair or materially delay the consummation of the Merger or any other transaction contemplated hereby, each of Parent, Safety and Receiver agrees to take actions that may be commercially reasonably necessary to resolve any objections as may be asserted by any Governmental Entity under such Regulatory Law with respect to the Merger.

(d) Upon the Knowledge of Receiver, Receiver shall give prompt notice to Parent of any representation or warranty made by it contained in this Agreement becoming untrue or inaccurate such that the condition set forth in Section 7.2(a) would not be satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

(e) Upon the Knowledge of Parent or Safety, Parent shall give prompt notice to Receiver of any representation or warranty made by it or Safety contained in this Agreement becoming untrue or inaccurate such that the condition set forth in Section 7.3(a) would not be satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

(f) Each of Receiver, Safety and Parent shall, in connection with the efforts referenced in Section 6.5(a) to obtain the approvals and authorizations (the "Requisite Approvals") for the transactions contemplated by this Agreement under the HSR Act and any other Regulatory Law, use its commercially reasonable efforts to cooperate in all respects with each other in connection with any filing or submission and in connection

with any investigation or other inquiry, including any proceeding initiated by a private party, and to promptly inform the other party of any communication received by such party from, or given by, such party. In connection with the foregoing, each party will (i) promptly notify the other party in writing of any communication received by that party or its Affiliates from any Governmental Entity, and, unless the disclosure is of commercially sensitive, confidential or proprietary information of Parent or Receiver, or its respective Affiliates and subject to any Regulatory Law, provide the other party with a copy of any such written communication (or summary of any oral communication), and (ii) not participate in any substantive meeting or discussion with any Governmental Entity (other than telephone calls initiated by the Governmental Entity without advance notice) in respect of any filing, investigation or inquiry concerning the transactions contemplated by this Agreement unless it consults with the other party in advance, and to the extent permitted by such Governmental Entity, gives the other party the opportunity to attend and participate. Each of Parent and Receiver will have the right to review in advance, and to the extent practicable each will consult with the other, in each case subject to any applicable Laws relating to the exchange of information, with respect to all material written information submitted to any third party or any Governmental Entity in connection with the Requisite Approvals. In exercising the foregoing right, each of Parent and Receiver will act reasonably and promptly. Each of Parent and Receiver agrees that it will consult with the other party with respect to obtaining all Requisite Approvals and each will keep the other party apprised of the status of material matters relating to completion of the transactions contemplated by this Agreement. For purposes of this Agreement, "Regulatory Law" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, in each case as amended and the rules and regulations thereunder, and all other federal, state and foreign, if any, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition, whether in any particular industry or otherwise through merger or acquisition.

Section 6.6 Transition Services Agreement. Parent and Receiver shall use commercially reasonable efforts to negotiate and enter into a mutually acceptable transition services agreement (the "Transition Services Agreement") at or prior to the Closing, which shall cover the services set forth on Exhibit E and be on terms no less favorable to Receiver than could be obtained from a third-Person.

Section 6.7 Indemnification, Exculpation and Insurance.

(a) All rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time existing as of the date of this Agreement in favor of the current or former directors or officers of Receiver and its Subsidiaries and Safety in each case as provided in their respective certificates of incorporation or by-laws (or similar organizational documents) and any indemnification

agreements (x) of Receiver set forth in Schedule 6.7(a) of the Receiver Disclosure Letter or disclosed in the Receiver SEC Documents or (y) of Safety set forth in Section 6.7(a) of the Safety Disclosure Letter shall survive the Effective Time and shall continue in full force and effect in accordance with their terms from the Effective Time until the expiration of the applicable statute of limitations with respect to any claims against such directors or officers arising out of such acts or omissions.

(b) For six years after the Effective Time, Receiver shall maintain in effect Receiver's current directors' and officers' liability insurance covering each Person currently covered by Receiver's directors' and officers' liability insurance policy for acts or omissions occurring prior to the Effective Time on terms with respect to such coverage and amounts no less favorable in any material respect to such directors and officers than those of such policy as in effect on the date of this Agreement; provided that Receiver may substitute therefor policies of a reputable insurance company the material terms of which, including coverage and amount, are no less favorable in any material respect to such directors and officers than the insurance coverage otherwise required under this Section 6.7(b); provided, however, that in no event shall Receiver be required to pay aggregate annual premiums for insurance under this Section 6.7(b) in excess of $870,000 (the "Receiver Maximum Premium"), which Receiver represents and warrants is equal to 300% of the annual premiums paid as of the date hereof by Receiver for such insurance; provided that, if such premium exceeds the Receiver Maximum Premium, Receiver shall nevertheless be obligated to provide the most advantageous coverage as may be obtained for such Receiver Maximum Premium.

(c) Receiver shall obtain and maintain for six years after the Effective Time directors' and officers' liability insurance covering each Person currently a director or officer of Safety for acts or omissions of such Persons occurring prior to the Effective Time on terms with respect to such coverage and amounts no less favorable in any material respect to such directors and officers than those of the current policy for such Persons as in effect on the date of this Agreement; provided, that in no event shall Receiver be required to pay aggregate annual premiums for insurance under this Section 6.7(c) in excess of $870,000 (the "Safety Maximum Premium"); provided that, if such premium exceeds the Safety Maximum Premium, Receiver shall nevertheless be obligated to provide the most advantageous coverage as may be obtained for such Safety Maximum Premium. Notwithstanding the foregoing, Receiver may obtain a six-year "tail" policy, with coverage and terms as set forth in the immediately prior sentence in full satisfaction of its obligations under this Section 6.7(c).

(d) If Receiver or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or Surviving Company or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Receiver shall assume the obligations of

Receiver set forth in this Section 6.7. The rights of each indemnified party hereunder shall be in addition to any other rights such indemnified party may have under the Receiver or Safety Constituent Documents, any applicable Law, agreement or otherwise.

(e) Receiver shall pay all reasonable expenses, including reasonable attorney's fees, incurred by any indemnified party in connection with successfully enforcing the indemnity and other obligations provided in this Section 6.7.

(f) The provisions of this Section 6.7 shall survive the consummation of the Merger and (if the Effective Time occurs) are expressly intended to benefit each of the indemnified parties, their heirs and Representatives.

Section 6.8 Fees and Expenses. Except as set forth in Section 8.3, all fees and expenses incurred by Receiver in connection with this Agreement, the Merger and the other transactions contemplated hereby shall be paid by Receiver, whether or not the Merger is consummated. Except as set forth in Section 8.3, all fees and expenses incurred by Parent or Safety in connection with this Agreement, the Merger and other transactions contemplated hereby shall be paid by Parent, whether or not the Merger is consummated; provided, however, that, upon consummation of the Merger and the other transactions contemplated hereby, the Surviving Company shall, as directed by Safety prior to the Effective Time, pay up to $5,000,000 of the fees and expenses of Parent and Safety (except fees and expenses incurred by Parent in connection with any financing of the transactions contemplated hereby, all of which shall be paid by Parent) incurred in connection with the Merger.

Section 6.9 Termination of Intercompany Accounts; Intercompany Agreements; Further Assurances .

(a) Prior to the Closing, Parent shall release, cancel, terminate or otherwise settle all intercompany accounts among Parent and its Subsidiaries (other than Safety and its Subsidiaries), on the one hand, and Safety, on the other hand. Parent shall take all necessary action to ensure that Safety and its Subsidiaries have no Indebtedness as of the Effective Time.

(b) All rights and obligations of Parent and its Subsidiaries, on the one hand, and of Safety, on the other hand, under any agreements or other binding arrangements (other than the Relationship Agreement, the Trademark Agreement, the Software Agreement (if entered into) and the Transition Services Agreement (if entered into) (the "Intercompany Agreements") shall terminate or otherwise be released as of the Effective Time. Following the Effective Time, the Surviving Company and its Subsidiaries shall have no obligation or liability to Parent or its Subsidiaries with respect to the Intercompany Agreements.

(c) With respect to any obligations of Safety under any guarantees, indemnification obligations, letters of credit, letters of comfort, bid bonds or performance or surety bonds or cash or other collateral obtained or given by Safety relating to the Business of Parent and its Subsidiaries (other than the Business of Safety) (collectively, the "Safety Guarantees"), Parent shall use commercially reasonable efforts to cause Safety to be fully released effective as promptly as practicable after the Effective Time, in respect of all obligations of Safety under any such Safety Guarantees. If Parent is unable to effect such a substitution and release with respect to any Safety Guarantee, Parent shall indemnify Receiver and its Subsidiaries against any and all losses and expenses arising from such Safety Guarantee.

(d) With respect to any obligations of Parent under any guarantees, indemnification obligations, letters of credit, letters of comfort, bid bonds or performance or surety bonds or cash or other collateral obtained or given by Parent relating solely to the Business of Safety and set forth in Section 6.9(d) of the Safety Disclosure Letter (collectively, the "Parent Guarantees"), Safety and Receiver shall use commercially reasonable efforts to cause Parent to be fully released effective as promptly as practicable after the Effective Time, in respect of all obligations of Parent under any such Parent Guarantees. If Safety is unable to effect such a substitution and release with respect to any Parent Guarantee, Receiver shall indemnify Parent and its Subsidiaries against any and all losses and expenses arising from such Parent Guarantee.

(e) With respect to any liability or obligation under the contracts and agreements listed in Section 6.9(e) of the Safety Disclosure Letter, Parent shall indemnify, defend and hold harmless Receiver and its Subsidiaries (including the Surviving Company) against any and all losses (including punitive, special, consequential and opportunity cost damages of any kind and the loss of anticipated or future business or profits) and expenses relating to, in connection with or arising under such contracts and agreements and agrees to pay and discharge any losses and expenses thereunder and, to the extent Receiver or its Subsidiaries (including the Surviving Company) makes any payment thereunder, to reimburse Receiver for any such payments; provided, that such indemnification obligation claims shall be subject to the limitation set forth in Section 6.9(e) of the Safety Disclosure Letter.

(f) On and after the Effective Time, at the request of Receiver, Parent shall use commercially reasonable efforts to transfer to the Surviving Company or its Subsidiaries any assets, properties or rights relating primarily to the Business of Safety that have not previously been so transferred.

Section 6.10 Benefits Matters.

(a) Until the 12-month anniversary of the Effective Time (the "Continuation Period"), Receiver shall provide, or cause to be provided to, Receiver Employees and Safety Employees (the "Affected Employees") total compensation and employee benefits

that are substantially comparable in the aggregate to those currently provided by Receiver or Safety (or their respective Subsidiaries), as applicable, to such employees pursuant to the Receiver Employee Plans or the Safety Employee Plans, as applicable, it being understood that the particular elements of compensation and benefits provided after the Effective Time may be different from the particular elements of compensation and benefits provided before the Effective Time.

(b) For all purposes (including purposes of vesting, eligibility to participate and level of benefits) under any employee benefit plans, programs or arrangements of Receiver or the Surviving Company or their respective Subsidiaries that provide benefits to the Affected Employees (the " New Plans") and any employee benefit plan, program or arrangement of Parent in which any Affected Employee participates, each Affected Employee shall be credited with his or her years of service with, as applicable, Receiver or Safety (and their respective Subsidiaries and predecessors) before the Effective Time, to the same extent as such Receiver or Safety employee was entitled, before the Effective Time, to credit for service under any similar employee benefit plan of Receiver, the Surviving Company, Parent or any of their respective Subsidiaries, as applicable, in which such employee participated or was eligible to participate immediately prior to the Effective Time, provided that the foregoing shall not apply with respect to benefit accrual under any defined benefit pension plan or retiree medical benefit plan or to the extent that its application would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing, (i) each Affected Employee shall be immediately eligible to participate, without any waiting time, in any and all New Plans, except to the extent such employee would not have been eligible to participate under comparable plans of Receiver or Safety (or their respective Subsidiaries), as applicable, immediately prior to the Effective Time and (ii) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Affected Employee, Receiver or the Surviving Company shall cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents to the extent that such conditions would be waived under the comparable plans of Receiver and its Subsidiaries or Safety and its Subsidiaries, as applicable, in which such employee participated immediately prior to the Effective Time and Receiver or the Surviving Company shall cause any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Receiver Employee Plans or Safety Employee Plans, as applicable, in which such Affected Employee participated immediately before the consummation of the Merger to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan but only to the extent such expenses were incurred before the date such employees participation in the corresponding New Plan is effective. For the avoidance of doubt, to the extent any Affected Employee participates, or is eligible to participate in, the same employee benefit plan, program or arrangement before and after the Effective Time, this paragraph shall not affect such Affected Employee.

(c) For purposes of determining the number of vacation days to which each Affected Employee shall be entitled, Receiver shall honor or shall cause to be honored all vacation days earned but not yet taken by such Affected Employee under the vacation program of Safety or Receiver, as applicable, covering such Affected Employee immediately prior to the Effective Time; provided, that nothing herein shall prohibit or restrict Receiver from implementing or applying a "use it or lose it" or similar vacation policy with respect to any and all Affected Employees after the Effective Time as long as all such Affected Employees are given a reasonable opportunity following the Effective Time in which to use any vacation that they have earned as of the Effective Time.

(d) From and after the Closing Date, Receiver shall honor, pay, perform and satisfy or shall cause to be honored, paid, performed and satisfied any and all of Safety's liabilities, obligations and responsibilities to, or in respect of, each Safety Employee arising under the terms of any Safety Employee Plan, in accordance with the terms of such Safety Employee Plan; provided, that with respect to any Safety Employee Plan that is not maintained by Safety, Receiver shall only honor or cause to be honored Safety's liabilities, obligations and responsibilities to the extent such liabilities, obligations and responsibilities are administrative in nature and non-material (it being understood that all other liabilities, obligations and responsibilities related to such plans shall be addressed in the Transition Services Agreement). Nothing herein shall be deemed to be a guarantee of employment for any employee of Safety, Receiver or their respective Subsidiaries, or to restrict the right of the Receiver, Safety, or their respective Subsidiaries, to terminate or cause to be terminated any employee at any time for any or no reason with or without notice. Notwithstanding the foregoing provisions of this Section 6.10, nothing contained herein, whether express or implied, (i) shall be treated as an amendment or other modification of any Receiver Employee Plan, Safety Employee Plan or any other employee benefit plan, program or arrangement or the establishment of any employee benefit plan, program or arrangement or (ii) shall limit the right of Receiver or any of its Subsidiaries to amend, terminate or otherwise modify (or cause to be amended, terminated or otherwise modified) any Receiver Employee Plan, Safety Employee Plan or any other employment benefit plan, program or arrangement following the Closing Date in accordance with its terms. Parent, Receiver and Safety acknowledge and agree that all provisions contained in this Section 6.10 with respect to Affected Employees are included for the sole benefit of Parent, Receiver and Safety, and that nothing herein, whether express or implied, shall create any third party beneficiary or other rights (i) in any other person, including any employees, former employees, any participant in any employee benefit plan, program or arrangement (or any dependent or beneficiary thereof), of Safety, Receiver or their respective Affiliates or (ii) to continued employment with Parent, Receiver, or any of their respective Affiliates or continued participation in any employee benefit plan, program or arrangement.

(e) Effective prior to the Record Date, Receiver shall take all actions reasonably necessary to allow for the exercise of outstanding stock options under the Receiver Stock Plans and the payment of withholding taxes through the withholding of shares of Receiver Common Stock in connection with stock options under such Plans. Receiver shall use commercially reasonable efforts to notify all holders of the opportunity for such exercise and to participate in the Extraordinary Dividend. To the extent an option is not exercised prior to the record date, Receiver shall take appropriate action to adjust such options to take into account the Extraordinary Dividend pursuant to the terms of the Receiver Stock Plans and in compliance with Section 409A of the Code and Treasury Regulation §1.409A-1(b)(5)(v). Receiver shall take all action necessary to accelerate and settle all restricted stock units outstanding prior to the date hereof under the Receiver Stock Plans effective as of the Record Date.

(f) Effective as of the Closing Date, Parent shall cause one of its U.S. Subsidiaries other than Safety to establish a deferred compensation plan (the "Transferee Deferred Compensation Plan"). Effective as of the Closing Date, (i) the Transferee Deferred Compensation Plan shall assume and be solely responsible for all liabilities for or relating to participants who are not current or former employees of Safety or any of its Subsidiaries (" Non-Safety Participants") under the Safety Executive Deferred Compensation Plan, (ii) Safety shall cause the accounts (including any unvested amounts) of the Non-Safety Participants under the Safety Executive Deferred Compensation Plan as of such date to be transferred to the Transferee Deferred Compensation Plan, and (iii) Parent shall cause such transferred accounts and assets to be accepted by such plan. Notwithstanding anything in the Safety Executive Deferred Compensation Plan to the contrary, (i) no distribution of account balances shall be made to any participant under the Safety Executive Deferred Compensation Plan or the Transferee Deferred Compensation Plan as a result of the Closing, and (ii) both the Surviving Company and Parent shall cause there to be a continuation of earnings on participants' accounts under the Safety Executive Deferred Compensation Plan and the Transferee Deferred Compensation Plan, as applicable, substantially identical to Section 5.1 of the Safety Executive Deferred Compensation Plan, and shall provide all applicable representations and warranties, and there shall be a continuation of the distribution elections under each of the corresponding Plans in each case as required under Section VI of the Safety Executive Deferred Compensation Plan.

Section 6.11 Tax Matters.

(a) Federal and Consolidated Income Tax Liabilities. Parent shall be responsible for and shall pay or cause to be paid when due, and shall indemnify and hold harmless, on an after-tax basis, Receiver and its Subsidiaries (including, after the Effective Time, the Surviving Company) from and against (i) all Federal and Consolidated Income Tax Liabilities, (ii) all Taxes imposed on Safety as a result of the distribution by Safety of the assets described in item (1) of Schedule 5.2(e) of the Safety

Disclosure Letter, (iii) all Taxes imposed on Safety to the extent such Taxes would not have been imposed but for the transactions effected pursuant to Section 2.8(i) and (iv) all Taxes imposed on or in connection with the transactions effected pursuant to this Agreement to the extent such Taxes would not have been imposed but for the transactions effected pursuant to Section 2.8(i) (provided that, for the avoidance of doubt, any effect on the basis that Receiver may have in the limited liability company interests in Safety at any time for purposes of any Tax shall not give rise to indemnification hereunder) including in all cases any out-of-pocket expenses incurred in connection therewith. Notwithstanding the foregoing, Parent shall not be responsible for or pay or cause to be paid or indemnify or hold harmless Receiver and its Subsidiaries (including, after the Effective Time, the Surviving Company) from and against (and Receiver shall be responsible for and pay or cause to be paid and indemnify and hold harmless Parent and its Subsidiaries, on an after-tax basis, from and against any Taxes, including any out-of-pocket expenses incurred in connection therewith, resulting from the Surviving Company undertaking activity on the Closing Date after the Effective Time outside the ordinary course of business in the same manner heretofore conducted excluding, in all cases, any transactions contemplated by this Agreement.

(b) Tax Liabilities Other than Federal and Consolidated Income Tax Liabilities. After the Effective Time, Receiver shall be responsible for, and shall pay or cause to be paid when due, and shall indemnify and hold harmless, on an after-tax basis, Parent and its other Subsidiaries from and against, all Taxes imposed on Safety or the Surviving Company, including any out-of-pocket expenses incurred in connection therewith, excluding Tax liabilities for which Parent is responsible under Section 6.11(a). For the avoidance of doubt, references to Parent and its Subsidiaries in this Section 6.11(b) shall not include Parent and its Subsidiaries in their capacities as direct or indirect owners of Receiver Common Stock on or after the Effective Time.

(c) Indemnity Payments. If Parent or Receiver (each a "party" for the purposes of this Section 6.11(c)), as the case may be, or their respective Subsidiaries, incurs any liability for Taxes or expenses that are the responsibility of the indemnifying party in accordance with the terms of this Section 6.11, within a reasonable time prior thereto, or if no notice can be given prior thereto, within a reasonable time thereafter, the indemnified party shall give written notice to the indemnifying party of the Taxes or expenses so payable and the amount which is the liability of the indemnifying party, although failure to do so will not relieve the indemnifying party of its liability hereunder except to the extent the indemnifying party is actually prejudiced. The indemnifying party shall pay such amount on the later to occur of (i) the date payment is made of the Taxes or expenses and (ii) five Business Days after receipt of written notice thereof.

(d) Tax Sharing Agreements. On or prior to the Effective Time, Parent shall cause to be terminated all tax sharing agreements between Safety on the one hand and Parent (or any of Parent's Subsidiaries other than Safety) on the other hand.

(e) Tax Returns, Elections, etc.

(i) Safety shall join, to the extent permitted by Law for all Pre-Closing Periods, in (A) the consolidated U.S. federal income Tax Returns for the affiliated group of which DGP is the common parent and (B) each other Consolidated or Combined Return and each Tax Return of a Safety Group. To the extent not previously filed, Parent shall cause to be filed (i) all Tax Returns set forth in the immediately preceding sentence and (ii) all other Tax Returns that are required to be filed by or with respect to Safety on or before the Closing Date. With respect to items of Safety, all Tax Returns described in the immediately preceding sentence shall, to the extent permitted by applicable Law, be prepared on a basis consistent with the last previous such Tax Returns filed on or before the date hereof in respect of Safety to the extent the failure to do so could reasonably be expected to materially increase Taxes for which Receiver is responsible under Section 6.11(b).

(ii) Receiver shall file, or cause to be filed, all Tax Returns (other than Consolidated or Combined Returns or any Tax Return of a Safety Group) relating to the business or assets of Safety, the Surviving Company, Receiver and their Subsidiaries required to be filed after the Closing Date.

(iii) If Parent delivers a Non-Election Notice pursuant to Section 2.8, so long as the accompanying IRS Form 8832 was completed by Parent in a manner reasonably satisfactory to Receiver, Receiver shall promptly sign such Form and deliver it to Parent by overnight delivery service at the address designated by Parent in the Non-Election Notice, and by such delivery Receiver and Merger Sub authorize Parent to submit such Form to the IRS. Receiver shall cooperate in good faith with Parent to effect the election described in the Non-Election Notice; provided, that Receiver shall have no responsibility for the preparation, correctness or filing of any forms or other documentation required to effect the election, or the effectiveness of the election, described in the Non-Election Notice, except for the execution and delivery of forms pursuant to the preceding sentence. If the IRS Form accompanying the Non-Election Notice was completed in a manner that is not reasonably satisfactory to Receiver, Receiver shall promptly notify Parent. Provided Receiver shall have delivered an executed IRS Form 8832 to Parent as contemplated by this Section 6.11(e)(iii), Parent shall timely file such election. Receiver represents and warrants that as of the date of this Agreement neither Receiver nor Merger Sub has made an election with respect to the classification of Merger Sub for U.S. federal income tax purposes, and, unless Parent delivers a Non-Election Notice, Receiver shall not make, and shall cause Merger Sub not to make, an election to treat Merger Sub as an association taxable as a corporation for U.S. federal income tax purposes.

(iv) Parent represents and warrants that Safety is properly treated for U.S. federal income tax purposes as an association taxable as a corporation, and neither Parent, Safety nor any Affiliate thereof shall make an election inconsistent with such treatment.

(f) Tax Audits, Assistance and Cooperation.

(i) Parent or Receiver, as the case may be, shall notify the other party within twenty (20) days upon receipt by such party or any of its Subsidiaries of notice of any pending or threatened Tax audits, examinations, notices of deficiency or other adjustments, assessments or redeterminations ("Tax Matters") that could reasonably be expected to increase Taxes for which such other party may be responsible under this Section 6.11, although failure to do so will not relieve the indemnifying party of its liability hereunder except to the extent the indemnifying party is actually prejudiced by such failure.

(ii) Parent shall have the sole right to control, contest, resolve and defend against any Tax Matters relating to Taxes for which Parent is responsible under Section 6.11(a) and to employ counsel of its own choice at its own expense; provided, however, that with respect to any Tax Matter that could reasonably be expected to materially increase Taxes for which Receiver is responsible under Section 6.11(b), (A) Parent shall keep Receiver reasonably informed with respect to the commencement, status and nature of any such Tax Matter, notify Receiver of significant developments with respect to such Tax Matter and consult with Receiver with respect to such Tax Matter, and (B) neither Parent nor any Subsidiary of Parent shall enter into any settlement of, or otherwise compromise, any such Tax Matter to the extent that any such settlement or compromise could reasonably be expected to materially increase Taxes for which Receiver is responsible under Section 6.11(b) without Receiver's prior written consent, which consent shall not be unreasonably withheld or delayed. If the parties disagree as to the settlement or compromise of any such Tax Matter, such disagreement shall be resolved pursuant to Section 6.11(h).

(iii) Receiver shall have the sole right to control all Tax Matters not controlled by Parent pursuant to Section 6.11(f)(ii) and to employ counsel of its choice at its own expense.

(iv) Subject to Section 6.11(g), nothing herein shall be construed to impose on Receiver any obligation to defend Safety in any Tax audit or administrative or court proceeding.

(g) Assistance and Cooperation. After the Effective Time, each of Parent, Receiver and the Surviving Company shall (and shall cause its respective Subsidiaries to):

(i) assist the other party in preparing any Tax Returns which such other party is responsible for preparing and/or filing in accordance with Section 6.11(e);

(ii) maintain and make available to the other party, at such other party's reasonable request, copies of any and all information, books and records necessary to prepare and/or file any Tax Return or to respond to accountants performing financial statement audits and any Taxing Authorities, for the full period of the applicable statute of limitations, including any extensions thereof, with respect to the relevant Taxes;

(iii) promptly furnish the other party with copies of all correspondence received from any Taxing Authority in connection with any Tax Matter or information request with respect to any Taxes for which the other party may have a liability under this Section 6.11; and

(iv) timely provide to the other party powers of attorney or similar authorizations reasonably necessary to carry out the purposes of this Section 6.11(g).

(h) Disputes. If the parties disagree as to the calculation of any amount relating to Taxes governed by this Section 6.11, the parties shall promptly consult with each other and endeavor in good faith, for a period of 30 days, to resolve any such disagreements (each disagreement not so resolved, a " Tax Dispute"). Thereafter, either party may submit the resolution of any Tax Disputes to a mutually agreed upon internationally recognized accounting firm (the "Accounting Arbitrator") to resolve the dispute. The Accounting Arbitrator shall be instructed to resolve the Tax Disputes and such resolution shall be made in accordance with this Agreement, and shall be final, binding and conclusive on the parties on the date of delivery of such resolution. Any expenses relating to the engagement of the Accounting Arbitrator shall be shared equally by the parties.

(i) Refunds and Tax Credits. (i) Parent shall be entitled to retain, or Parent shall be entitled to receive immediate payment from Receiver of, any refund or credit with respect to Taxes, plus any interest received with respect thereto (net of any net Tax cost arising out of such receipt and payment) from the applicable Taxing Authorities, relating to Safety or the Surviving Company that are the responsibility of Parent under Section 6.11(a) (including any such refund or credit attributable to the carryback of losses, credits or similar items from a taxable year or period that begins after the Closing Date and is attributable to the Surviving Company or its Subsidiaries) and (ii) Receiver shall be entitled to retain, or shall be entitled to receive immediate payment from Parent of, any other refund or credit with respect to Taxes, plus any interest received with respect thereto (net of any net Tax cost arising out of such receipt and payment) from the applicable Taxing Authorities, relating to Safety or the Surviving Company. Parent and

Receiver shall cooperate, and shall cause their respective Subsidiaries to cooperate, with respect to claiming any refund or credit with respect to Taxes referred to in this Section 6.11(i). The party that is to enjoy the economic benefit of a refund under this Section 6.11(i) shall bear the reasonable out-of-pocket expenses of the other party incurred in seeking such refund. Any dispute regarding a party's entitlement to a payment in respect of a refund shall be resolved pursuant to the Tax Dispute resolution mechanism in Section 6.11(h).

(j) Carrybacks. To the extent permitted by Law, Receiver and the Surviving Company shall elect to use currently or carry forward any net operating losses, net capital losses, unused tax credits and other deductible or creditable tax attributes arising in a period beginning after the Effective Time, rather than carry any such items back to a consolidated, combined or unitary Tax Return of Parent or any Subsidiary of Parent for any Pre-Closing Period.

(k) Transfer Taxes. Subject to Section 6.11(a), but otherwise notwithstanding any provision of this Agreement to the contrary, if the Closing occurs, all Transfer Taxes shall be borne by the Surviving Company. Receiver shall file, or shall cause to be filed, to the extent permitted by applicable law, all Tax Returns, as may be required to comply with the provisions of any applicable Laws relating to Transfer Taxes. Parent shall cooperate with Receiver in connection with all such filings and shall cause to be filed any Tax Returns relating to transfer Taxes that Receiver is not permitted to file.

(l) Tax Opinion. Parent, on the one hand, and Receiver, on the other hand, shall cooperate with each other in obtaining, and shall use their respective commercially reasonable efforts to obtain, a written opinion of their respective tax counsel, Debevoise & Plimpton LLP in the case of Parent (" Parent Tax Counsel"), and Sidley Austin LLP in the case of Receiver (" Receiver Tax Counsel"), in form and substance reasonably satisfactory to Parent and Receiver, respectively (each such opinion, a " Merger Tax Opinion"), dated as of the Effective Time, to the effect that, on the basis of the facts, representations and assumptions set forth in such opinion, the Merger will be treated as a reorganization under Section 368(a) of the Code. Each of Parent and Receiver shall deliver to Parent Tax Counsel and Receiver Tax Counsel for purposes of the Merger Tax Opinions customary representations and covenants, including those contained in certificates of Parent and Receiver, reasonably satisfactory in form and substance to Parent Tax Counsel and Receiver Tax Counsel. Each of Parent, Safety and Receiver agrees to use its commercially reasonable efforts to cause the Merger to be treated as a reorganization under Section 368(a) of the Code. The agreements of the parties in this Section 6.11(l) are subject to clause (ii) of Section 2.8.

(m) Survival of Obligations. Notwithstanding anything to the contrary in this Agreement, and notwithstanding Section 9.1 of this Agreement, the obligations of the parties set forth in this Section 6.11 shall remain in effect without limitation as to time.

Section 6.12 Public Announcements. The initial press release issued by Parent, Safety and Receiver concerning this Agreement, the Merger and the other transactions contemplated hereby shall be a joint press release and thereafter Parent, Safety and Receiver shall consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation, except as may be agreed by the other parties or as such party may determine is required by applicable Law, court process or rule or regulation of any stock exchange or regulatory body.

Section 6.13 Stockholder Litigation. Receiver agrees that it shall not settle or offer to settle any litigation commenced after the date hereof against Receiver or any of its directors or executive officers by any stockholder of Receiver relating to this Agreement, the Merger or any other transaction contemplated hereby without the prior written consent of Parent (not to be unreasonably withheld, delayed or conditioned).

Section 6.14 Financial Statements.

(a) As promptly as practicable following the date of this Agreement, but in no event later than nine weeks thereafter, Parent and Safety shall deliver to Receiver audited financial statements of Safety and its Subsidiaries for the years ended May 31, 2005, 2006 and 2007 (containing combined balance sheets of Safety and its Subsidiaries as of May 31, 2005, 2006 and 2007 and combined statements of operations and cash flows of Safety and its Subsidiaries for the years ended May 31, 2005, 2006 and 2007), prepared in accordance with GAAP, together with all related notes and schedules thereto, accompanied by an audit report of PWC without qualification or exception (the "Safety Audited Financial Statements"). Receiver's obligations' under Section 6.1(a) and 6.1(b) shall be extended to account for the delivery of the Safety Audited Financial Statements. Parent and Safety shall also use commercially reasonable efforts to deliver, as promptly as practicable but in no event later than July 31, 2008, to Receiver audited financial statements of Safety and its Subsidiaries for the year ended May 31, 2008 (containing combined balance sheets of Safety and its Subsidiaries as of May 31, 2006, 2007 and 2008 and statements of operations and cash flows of Safety and its Subsidiaries for the years then ended), prepared in accordance with GAAP, together with all related notes and schedules thereto, accompanied by an audit report of PWC without qualification or exception (the "Safety 2008 Audited Financial Statements"). The "Safety Audited Financial Statements" shall include the Safety 2008 Audited Financial Statements for all purposes of this Agreement, it being understood that, for purposes of Section 5.5(c), the delivery of the Safety 2008 Audited Financial Statements shall not affect the determination of the Safety Financial Statement Delivery Date, unless at the time the Safety Audited Financial Statements (other than the Safety 2008 Audited Financial Statements) were delivered to Receiver, such Safety Audited Financial Statements were stale for purposes of filing the preliminary Proxy Statement.

(b) Parent and Safety shall deliver to Receiver when available, for the three month period ending on February 29, 2008 and each three month period thereafter (each, an "Interim Period") until the Closing Date, an unaudited combined balance sheet of Safety and its Subsidiaries at the end of the applicable Interim Period and unaudited combined statements of operations and cash flows of Safety and its Subsidiaries for such Interim Period, together with all related notes and schedules thereto, prepared in accordance with GAAP (the " Interim Financials"). Parent and Safety shall deliver the Interim Financials to Receiver as promptly as practicable following the end of the applicable Interim Period, but in no event later than thirty days thereafter.

(c) As promptly as practicable following the date of this Agreement, but in no event later than nine weeks thereafter, Receiver shall deliver to Parent a reconciliation from GAAP to IFRS of Receiver's consolidated balance sheet and income statement for the years ended December 31, 2005, 2006 and 2007 for inclusion in the Circular.

Section 6.15 Insurance. Receiver shall, in consultation with Parent, take such actions as may be commercially reasonable to maintain or, if necessary, obtain insurance coverage, effective as of the Effective Time, in such amounts and against such risks as are reasonably customary in the industries in which Receiver and its Subsidiaries shall operate as of the Effective Time.

Section 6.16 Working Capital. Parent shall cause the Working Capital Amount immediately prior to the Effective Time to be an amount consistent with past practice and in an amount necessary to meet the requirements of the business of Safety immediately prior to the Effective Time. For purposes of this Section 6.16, "Working Capital Amount" shall mean current assets of Safety less current liabilities of Safety and shall be determined on a basis consistent with and using the same methods used in preparing the Safety Audited Financial Statements.

Section 6.17 Receiver Board of Directors. Receiver shall use commercially reasonable efforts to cause:

(a) An increase in the total number of directors serving on the Board of Directors of Receiver to ten;

(b) The resignation of the members of the Board of Directors of Receiver other than (i) the chief executive officer of Receiver and (ii) three members of Board of Directors of Receiver; and

(c) The appointment by the remaining members of six additional Persons designated by Parent to the Board of Directors of Receiver, each to hold office in accordance with Receiver's Constituent Documents.

Section 6.18 Subsidiaries. On or prior to the Effective Time:

(a) Safety shall and Parent shall cause Safety to take such actions as are necessary to amend the Safety LLC Agreement to the extent necessary and as Receiver may reasonably request to allow for the direct control of Safety by Receiver pursuant to such policies and subject to such resolutions as may be promulgated by the Board of Directors of Receiver; and

(b) Receiver shall take such actions as are necessary to amend the Constituent Documents of its Subsidiaries to the extent necessary and as Parent may reasonably request to allow for the direct control of such Subsidiaries by Receiver pursuant to such policies and subject to such resolutions as may be promulgated by the Board of Directors of Receiver.

Section 6.19 Software License Agreement. Parent and Receiver shall use commercially reasonable efforts to negotiate a software license agreement (the "Software Agreement") on mutually acceptable terms at or prior to the Closing which shall grant Safety a royalty-free, worldwide license, on an open-source basis, to continue to use the assets identified in item (1) of Schedule 5.2(e) of the Safety Disclosure Letter.

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligation to Effect the Merger. The obligation of each party to effect the Merger is subject to the satisfaction or waiver by such party on or prior to the Closing Date of the following conditions:

(a) Receiver Stockholder Approval. The Receiver Stockholder Approval shall have been obtained.

(b) Parent Shareholder Approval. The Parent Shareholder Approval shall have been obtained.

(c) Antitrust.

(i) Any applicable waiting periods, together with any extensions thereof, under the HSR Act shall have expired or been terminated.

(ii) To the extent that any other antitrust or merger control clearances, consents or approvals are required for the Merger or local implementation according to the law of any other jurisdiction, such clearances, consents or approvals shall have been granted (or have been deemed in accordance with the relevant law to have been granted) by the relevant authority.

(d) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, judgment, injunction or other order (whether temporary, preliminary or permanent), in any case which is in effect and which prevents or prohibits consummation of the Merger.

(e) Tax Matters. Subject to clause (ii) of Section 2.8, Parent shall have received a Merger Tax Opinion from Parent Tax Counsel, in form and substance reasonably satisfactory to Parent, and Receiver shall have received a Merger Tax Opinion from Receiver Tax Counsel, in form and substance reasonably satisfactory to Receiver.

Section 7.2 Conditions to Obligations of Parent and Safety. The obligations of Parent and Safety to effect the Merger are further subject to the satisfaction or waiver by them on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Receiver contained in Section 4.1(a), Section 4.1(b)(ii), Section 4.1(c) and Section 4.1(d) shall be true and correct in all material respects as of the date hereof and at and as of the Effective Time as if made at and as of such time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date). The other representations and warranties of Receiver contained in this Agreement shall be true and correct (without giving effect to any limitation as to materiality or Material Adverse Effect set forth therein) as of the date hereof and at and as of the Effective Time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver. Parent shall have received a certificate signed on behalf of Receiver by the Chief Executive Officer and the Chief Financial Officer of Receiver to such effect.

(b) Performance of Obligations of Receiver. Receiver shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate signed on behalf of Receiver by the chief executive officer and the chief financial officer of Receiver to such effect.

(c) Absence of Material Adverse Effect on Receiver. Since the date of this Agreement, there shall not have been any Material Adverse Effect with respect to Receiver.

(d) Ancillary Agreement. Receiver shall (i) have duly and validly executed and delivered to Parent the Relationship Agreement and (ii) not have revoked or rescinded such agreement.

(e) Board of Directors.

(i) The Board of Directors of Receiver shall have been increased to ten members;

(ii) all members of the Board of Directors of Receiver shall have tendered their resignation, effective at the Effective Time, other than the chief executive officer of Receiver and three independent members of the Board of Directors of Receiver; and

(iii) the members of the Board of Directors of Receiver shall have appointed the six directors designated by Parent pursuant to Section 6.17(b) to serve on the Board of Directors of Receiver effective as of the Effective Time, each to hold office in accordance with Receiver's Constituent Documents.

Section 7.3 Conditions to Obligation of Receiver. The obligation of Receiver to effect the Merger is further subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Safety contained in Section 4.2(a), Section 4.2(c), Section 4.2(d), Section 4.2(f)(i) and Section 4.2(y) shall be true and correct in all material respects as of the date hereof and at and as of the Effective Time as if made at and as of such time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date). The other representations and warranties of Safety and Parent in this Agreement shall be true and correct (without giving effect to any limitation as to materiality or material adverse effect set forth therein) as of the date hereof and at and as of the Effective Time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Safety. Receiver shall have received a certificate signed on behalf of Parent by the Chief Executive Officer and Chief Financial Officer of Parent to such effect.

(b) Performance of Obligations of Parent and Safety. Parent and Safety shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date, and Receiver shall have received a certificate signed on behalf of Parent by the Chief Executive Officer and Chief Financial Officer of Parent to such effect.

(c) Absence of Material Adverse Effect on Safety. Since the date of this Agreement, there shall not have been any Material Adverse Effect with respect to Safety.

(d) Ancillary Agreements. Parent shall have (i) duly and validly executed and delivered to Receiver each of the Relationship Agreement, the Software Agreement and the Trademark Agreement and (ii) not have revoked or rescinded any such agreements.

(e) Parent Election Under 2.8(i). In the event Parent exercised its right to cause a transfer of some or all of the limited liability company interests of Safety pursuant to Section 2.8(i), Receiver shall not have determined, in good faith, that such transfer would be reasonably likely to be material and adverse to Receiver's enterprise value, after taking into account any indemnification provided to Receiver pursuant to this Agreement or otherwise offered by Parent; provided, that any effect of such transfer on the basis that Receiver may have in the limited liability company interests in Safety at any time for purposes of any Tax shall not be taken into account.

Section 7.4 Frustration of Closing Conditions. None of Receiver, Parent or Safety may rely on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was caused by such party's failure to comply with its obligations under Section 6.5, subject to the limitations and restrictions set forth therein.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.1 Termination. This Agreement may be terminated, and the Merger contemplated hereby may be abandoned, at any time prior to the Effective Time, whether before or, subject to the terms hereof, after Receiver Stockholder Approval or Parent Shareholder Approval has been obtained:

(a) by mutual written consent of Parent and Receiver;

(b) by either Parent or Receiver if:

(i) the Merger shall not have been consummated by October 31, 2008, provided, that if, as of October 31, 2008, the conditions set forth in Section 7.1(c) have not been satisfied, the termination date may be extended from time to time by Parent or Receiver until the earlier of December 31, 2008 and four Business Days after the date the conditions to Closing set forth in Section 7.1(c) have been satisfied (such date, including any such permitted extensions thereof, the "Outside Date") and provided, further, that the right to terminate the Agreement pursuant to this Section 8.1(b)(i) shall not be available to any party whose failure to perform any obligation or other breach under this Agreement has been the cause of, or resulted in, the failure of the Merger to be consummated by such time;

(ii) any Governmental Entity issues an order, decree or ruling or takes any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable, provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall not be available to any party who has not used its commercially reasonable efforts to (a) cause such order, decree or ruling to be lifted or (b) take such action as is required to comply with Section 6.5;

(iii) Receiver Stockholder Approval shall not have been obtained at the Receiver Stockholders Meeting or any adjournment or postponement thereof; or

(iv) Parent Shareholder Approval shall not have been obtained at the Parent Shareholders Meeting or any adjournment or postponement thereof.

(c) by Parent, if:

(i) (x) Receiver shall have breached any of its representations, warranties or covenants contained in this Agreement, which breach, either individually or in the aggregate, (i) would result in, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.2(a) or 7.2(b) and (ii) has not been or is incapable of being cured by Receiver within 20 Business Days after its receipt of written notice thereof from Parent; or (y) between the date hereof and the Closing Date (A) there occurs any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Receiver and (B) such state of facts, change, development, effect, condition or occurrence is incapable of being cured by the Outside Date; provided, that, in the case of clause (x) or (y), neither Safety nor Parent is then in breach of any representation, warranty, covenant or agreement contained in this Agreement such that a condition set forth in Section 7.3(a) or Section 7.3(b) would not be satisfied;

(ii) Receiver shall have breached or, pursuant to the last sentence of Section 5.5(a), be deemed to have breached, in each case, in any material respect, its obligations under Section 5.5(a) through (c);

(iii) subject to the penultimate sentences of Section 5.5(c) and Section 5.5(d), the Board of Directors of Receiver shall have effected a Change in the Receiver Recommendation or, in the case of a Takeover Proposal with respect to Receiver made by way of a tender offer or exchange offer, failed to recommend that Receiver's stockholders reject such tender offer or exchange offer within the ten Business Day period specified in Section 14e-2(a) under the Exchange Act; or

(iv) pursuant to Section 5.6(c) or Section 5.6(d), Parent is entitled to terminate this Agreement.

(d) by Receiver, if:

(i) (x) Parent or Safety shall have breached any of its representations, warranties or covenants contained in this Agreement, which breach, either individually or in the aggregate (i) would result in, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.3(a) or 7.3(b) and (ii) has not been or is incapable of being cured by Parent or Safety, as applicable, within 20 Business Days after its receipt of written notice thereof from Receiver; or (y) between the date hereof and the Closing Date (A) there occurs any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Safety and (B) such state of facts, change, development, effect, condition or occurrence is incapable of being cured by the Outside Date; provided, that, in the case of clause (x) or (y), Receiver is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement such that a condition set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied;

(ii) Parent or Safety shall have breached or, pursuant to the last sentence of Section 5.6(a), be deemed to have breached, in each case, in any material respect, their respective obligations under Section 5.6(a) through (c);

(iii) subject to the penultimate sentences of Section 5.6(c) and Section 5.6(d), the Board of Directors of Parent shall effect a Change in the Parent Recommendation;

(iv) pursuant to Section 5.5(c) or Section 5.5(d), Receiver is entitled to terminate this Agreement; or

(v) Parent and Safety do not deliver the Safety Audited Financial Statements when required pursuant to Section 6.14.

Section 8.2 Effect of Termination. In the event of termination of this Agreement by either Receiver or Parent as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Parent, Safety or Receiver, or any of its Affiliates, directors, officers, shareholders, except that Parent, Safety or Receiver, as the case may be, may have liability or obligations set forth in Section 6.8, this Section 8.2, Section 8.3 and Article IX; provided, however, that no such termination shall relieve any party hereto from any liability for a willful and material breach by such party of any of its representations, warranties or covenants and agreements set forth in this Agreement and all rights and remedies of such non-breaching party under this Agreement in the case of any such breach, at law or in

equity, shall be preserved. The Confidentiality Agreement shall survive any termination of this Agreement and shall apply to all information and material delivered by any party hereunder, in each case in accordance with its terms.

Section 8.3 Termination Fee.

(a) If this Agreement is terminated pursuant to any of the following provisions, Receiver shall pay to Parent and Safety (in the Agreed Proportion) a fee in the aggregate equal to the Receiver Termination Fee, which Receiver Termination Fee shall be Parent's and Safety's sole remedy in respect of termination of this Agreement except in the case of any willful and material breach of this Agreement by Receiver:

(i) Section 8.1(c)(ii), provided that within twelve months after the date of such termination, Receiver enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Receiver; and provided, further, that, solely for purposes of this Section 8.3(a)(i), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%;

(ii) Section 8.1(c)(iii);

(iii) Section 8.1(d)(iv); or

(iv) except where Parent exercised the option set forth in the penultimate sentences of Section 5.5(c) or Section 5.5(d), Section 8.1(b)(iii), provided that after the date hereof and prior to the Receiver Stockholders Meeting, (x) a *bona fide* Takeover Proposal with respect to Receiver shall have been made to Receiver or publicly to its stockholders which has not been withdrawn prior to the Receiver Stockholders Meeting or (y) any Person shall have publicly announced its specific intention to make a *bona fide* Takeover Proposal with respect to Receiver, which shall not have been withdrawn prior to the Receiver Stockholders Meeting, and, in the case of (x) or (y), within twelve months after the date of such termination, Receiver enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Receiver; and provided, further, that, solely for purposes of this Section 8.3(a)(iv), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%.

(b) If Receiver is required to pay a Receiver Termination Fee, such Receiver Termination Fee (i) shall be payable to each of Parent and Safety based on the Agreed Proportion and (ii) shall be payable immediately prior to, or concurrently with, termination of this Agreement in the event of termination by Receiver, and not later than one Business Day after the receipt by Receiver of a notice of termination from Parent in the event of termination by Parent, in each case by wire transfer of immediately available

funds to the accounts designated by Parent (except that, (x) in the case of termination pursuant to Section 8.1(b)(iii), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(a)(iv), or (y) in the case of a termination pursuant to 8.1(c)(ii), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(a)(i)).

(c) If this Agreement is terminated pursuant to any of the following provisions, Parent and Safety shall pay to Receiver (in the Agreed Proportion) a fee equal in the aggregate to the Safety Termination Fee, which Safety Termination Fee shall be Receiver's sole remedy in respect of termination of this Agreement except in the case of any willful and material breach of this Agreement by Parent or Safety:

(i) Section 8.1(d)(ii), provided, that within twelve months after the date of such termination, Safety enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Safety; and provided, further, that, solely for purposes of this Section 8.3(c)(i), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%;

(ii) Section 8.1(d)(iii);

(iii) Section 8.1(c)(iv); or

(iv) Except where Receiver has exercised the option set forth in the penultimate sentences of Section 5.6(c) or Section 5.6(d), Section 8.1(b)(iv), provided that after the date hereof and prior to the Parent Shareholders Meeting, (x) a *bona fide* Takeover Proposal with respect to Safety shall have been made to Safety, Parent or Parent's shareholders which has not been withdrawn prior to the Parent Shareholders Meeting or (y) any Person shall have publicly announced its specific intention to make a *bona fide* Takeover Proposal with respect to Safety which has not been withdrawn prior to the Parent Shareholders Meeting, and, in the case of (x) or (y), within twelve months after the date of such termination, Safety enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Safety; and provided, further, that, solely for purposes of this Section 8.3(c)(iv), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%; or

(d) If Parent and Safety are required to pay Receiver a Safety Termination Fee, each shall pay its Agreed Portion of such Safety Termination Fee, immediately prior to, or concurrently with, termination of this Agreement in the event of termination by Parent, and not later than one Business Day after the receipt by Parent of a notice of termination from Receiver in the event of termination by Receiver, in each case by wire transfer of immediately available funds to an account designated by Receiver (except

that, (x) in the case of termination pursuant to Section 8.1(b)(iv), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(c)(iv), or (y) in the case of a termination pursuant to 8.1(d)(ii), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(c)(i)).

(e) Parent irrevocably and unconditionally guarantees to Receiver the due and punctual payment of Safety's Agreed Proportion of the Safety Termination Fee (the "Safety Guaranteed Obligation"). Safety irrevocably and unconditionally guarantees to Receiver the due and punctual payment of Parent's Agreed Proportion of the Safety Termination Fee (the "Parent Guaranteed Obligation"), and together with the Safety Guaranteed Obligation, the "Guaranteed Obligations"). This is a guaranty of full and punctual performance and payment and not merely a guaranty of collection. If the Safety Guaranteed Obligation is not punctually performed or paid when due the Parent shall immediately pay the Safety Guaranteed Obligation to Receiver. If the Parent Guaranteed Obligation is not punctually performed or paid when due Safety shall immediately pay the Parent guaranteed Obligation to Receiver. This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until the Guaranteed Obligations have been indefeasibly paid in full or such obligations are no longer payable under this Agreement.

(f) The parties each agree that the agreements contained in this Section 8.3 are an integral part of the transaction contemplated by this Agreement, and that, without these agreements, they would not enter into this Agreement; accordingly, if either Receiver, on the one hand, or Parent on the other hand, fails promptly to pay any amounts due under this Section 8.3 and, in order to obtain such payment, Parent or Receiver commences a suit that results in a judgment against either Receiver or Parent, as applicable, for such amounts, such judgment party shall pay interest on such amounts from the date payment of such amounts were due to the date of actual payment at the base rate of Citibank, N.A. in effect on the date such payment was due, together with the costs and expenses (including reasonable legal fees and expenses) in connection with such suit.

Section 8.4 Amendment. This Agreement may be amended by the parties hereto at any time, whether before or after the Receiver Stockholder Approval or the Parent Shareholder Approval has been obtained; provided, however, that after the Receiver Stockholder Approval or the Parent Shareholder Approval has been obtained, there shall be made no amendment that by applicable Law or the rules of any relevant stock exchange or regulatory body requires further approval by the stockholders or shareholders of Receiver or Parent, respectively, without the further approval of such stockholders or shareholders; provided, further, however, that following the Effective Time, any amendment of this Agreement shall only be effected if the audit committee of the Board of Directors of Receiver approves such action by a majority vote of the members of such committee then in office. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.5 Extension; Waiver. At any time prior to the Effective Time and to the extent legally permitted, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties (except to the extent prohibited by applicable Law), (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein; provided, however, that after the Receiver Stockholder Approval or Parent Shareholder Approval has been obtained, there shall be made no waiver that by law or the rules of any relevant stock exchange requires further approval by such respective approving stockholders or shareholders without the further approval of such stockholders or shareholders; provided, further, however, that following the Effective Time, any waiver of this Agreement shall only be effected if the audit committee of the Board of Directors of Receiver approves such action by a majority vote of the members of such committee then in office. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of the party or parties to be bound thereby. The failure or delay by any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights nor shall any single or partial exercise by any party to this Agreement of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 9.1 shall not limit any covenant or agreement of the parties that by its terms contemplates performance after the Effective Time and the covenants contained in Section 6.9 and 6.16, which shall survive after the Effective Time.

Section 9.2 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery, upon delivery in person or if sent by facsimile (receipt of which is confirmed), (b) on the day after delivery, by registered or certified mail (postage prepaid, return receipt requested), or (c) one Business Day after having been sent by express mail through an internationally recognized overnight courier, in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Parent or Safety, to:

Misys plc
125 Kensington High Street
London W8 5SF
United Kingdom
Attention: Group General Counsel & Company Secretary
Fax: +44 (0)20 7368-2400

with a copy (which copy shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Andrew L. Bab, Esq.
Fax: +1 212 909-6836

(b) if to Receiver or Merger Sub, to:

Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Fax: +1 312 506-1208

with a copy (which copy shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Frederick C. Lowinger
and Gary D. Gerstman
Fax: +1 312 853-7036

Section 9.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original document and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Until and unless each party has received a counterpart hereof signed by the other parties hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 9.5 Entire Agreement; No Third Party Beneficiaries. This Agreement (together with the Receiver Disclosure Letter and Safety Disclosure Letter) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, except that the Confidentiality Agreement, the Transition Services Agreement (if entered into), the Relationship Agreement, Trademark Agreement, Software Agreement (if entered into) and the Voting Agreement will continue in accordance with their terms, and (b) except for the provisions of Section 6.7 (and only in that case after the Effective Time), is not intended to confer upon any Person other than the parties hereto (and their respective successors and assigns) any rights or remedies. For the avoidance of doubt, no other provision of this Agreement, including Section 6.10 or any other provision relating to employee benefits or compensation, shall be deemed to confer third party beneficiary rights on any Person, notwithstanding any principle of contractual interpretation that would otherwise confer such rights.

Section 9.6 Governing Law. This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

Section 9.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part (except by operation of law), by any of the parties hereto without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 9.8 Enforcement.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their

specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions or other appropriate equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief. In addition, each of the parties hereto (a) submits to the personal jurisdiction of the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware) in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), and (d) irrevocably waives any and all right to trial by jury with respect to any action related to or arising out of this Agreement or the transactions contemplated hereby.

(b) Notwithstanding any other provision of this Agreement or any agreement contemplated hereby to the contrary, in the event that, after the Effective Time (a) there is any action, suit, proceeding, litigation or arbitration between Receiver or any of its Subsidiaries, on the one hand, and Parent or any Affiliate of Parent, on the other hand, or (b) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Agreement or any agreement contemplated hereby) by Receiver or any of its Subsidiaries against Parent (or an Affiliate of Parent), or by Parent (or an Affiliate of Parent) against Receiver or any of its Subsidiaries, all determinations of Receiver and any of its Subsidiaries relating to such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by Receiver or any of its Subsidiaries whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by Receiver or any of its Subsidiaries relating to the prosecution or defense thereof), shall be made by Receiver in accordance with the directions of the audit committee of its Board of Directors.

IN WITNESS WHEREOF, Parent, Safety, Receiver and Merger Sub have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

Misys plc

By: /s/ J. Michael Lawrie
Name: J. Michael Lawrie
Title: Chief Executive Officer

Misys Healthcare Systems, LLC

By: /s/ Ronald Scarboro
Name: Ronald Scarboro
Title: Chief Financial Officer

Allscripts Healthcare Solutions, Inc.

By: /s/ Glen E. Tullman
Name: Glen E. Tullman
Title: Chief Executive Officer

Patriot Merger Company, LLC

By: /s/ Lee Shapiro
Name: Lee Shapiro
Title: President

Exhibit 10.1

To: Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza
Suite 2024
Chicago, IL 60654
United States of America
"**Allscripts**"

Date: 17 March 2008

Dear Sirs,

We refer to the proposed transactions (the **"Proposals"**) to be effected pursuant to the Agreement and Plan of Merger, dated as of the date hereof (the **"Merger Agreement"**), by and among Misy's Plc, a public limited company incorporated under the laws of England and Wales with registered number 1360027 (the **"Company"**), Misy's Healthcare LLC, a North Carolina limited liability company and a wholly-owned indirect subsidiary of the Company (**"Misy's Healthcare"**), and Allscripts, a Delaware corporation (**"Allscripts"**), details of which will be set out in the circular to be sent by the Company to its shareholders (the **"Circular"**). We note that the Proposals will be subject to the approval of the Company's shareholders at a general meeting (the **"General Meeting"**).

By this deed we hereby confirm (in the case of paragraph 1 below), represent and warrant (in the case of paragraph 3.1 below), acknowledge (in the case of paragraph 3.2 below), covenant and irrevocably undertake in the terms set out below.

1. We confirm that:

   (a) the number of ordinary shares of 1p each in the capital of the Company specified below (the **"Shares"**) are, as at the date of this undertaking, legally and beneficially owned by us free from any charge, security interest, option, lien, equity, restriction or any other encumbrance whatsoever:

Name and registered address of registered holder	Number of Shares
ValueAct Capital Master Fund, L.P.	85,163,001

   (b) we have full discretionary right, capacity and authority to control the exercise of all voting rights attached to the Shares; there are no other shares in the capital of the Company in which we have any interest (as defined in the City Code on Takeovers and Merger) or have any such rights, other than the shares in the capital of the Company that we will acquire in accordance with the placing and underwriting agreement between us, the Company and JPMorgan Cazenove Limited entered into on 18 March 2008.

2.1 At the General Meeting of the Company's shareholders at which shareholders will be asked to consider and approve the Proposals, we undertake that:

   (a) we shall vote (either personally or by proxy) in respect of the Shares in favour of the resolution required to implement the Proposals (the **"Resolution"**) which is to be proposed at the General Meeting (or any adjournment thereof);

(b) we shall vote against any proposed adjournment of the General Meeting put to the meeting other than by the Chairman;

(c) (subject to paragraph (d) below) we shall not join in demanding a poll unless such a poll is to be taken forthwith;

(d) if the Resolution is defeated on a show of hands, we shall call for and join in demanding a poll on the Resolution; and

(e) we shall not revoke or otherwise withdraw any form of proxy submitted by us or on our behalf in accordance with the provisions of paragraph (a) above.

2.2 We shall, no later than 6.00 pm, London time, on the tenth Business Day after the despatch to the shareholders of the Company of the Circular, together with the accompanying form of proxy for holders of shares in relation to the General Meeting (the **"Form of Proxy"**), fully complete, duly execute and deliver the Form of Proxy (or procure that this is done), in accordance with the procedure set out in the Circular and on the Form of Proxy, so that such completed, executed and delivered Form of Proxy shall provide an authority to the Chairman of the General Meeting to vote in accordance with the terms of paragraph 2.1 above in respect of the votes attaching to the Shares which are capable of being cast at the General Meeting.

2.3 At or prior to the General Meeting, we shall not (without the prior consent of Allscripts) do anything which restricts the voting rights of any of the Shares nor shall we exercise the voting rights attaching to the Shares in any manner which impedes or frustrates the Proposals (including, but without limitation, by voting in favour of any competing proposal) or the passing of the Resolution.

3.1 We represent and warrant to you that:

(a) we have the legal capacity to execute and deliver this undertaking, to perform our obligations hereunder and to consummate the transactions contemplated hereby;

(b) this undertaking has been duly and validly executed and delivered by us and constitutes a legal, valid and binding obligation of us, enforceable against us in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(c) the execution and delivery of this undertaking by us does not, and the performance of our obligations under this undertaking and the consummation by us of the transactions contemplated hereby will not, (i) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to us or (ii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any contract to which we are a party;

(d) the execution and delivery of this undertaking by us does not, and the performance of our obligations under this undertaking will not, require any consent, approval, authorization or permit of, or filing with or notification to, any court or arbitrator or any governmental entity, agency or official; and

(e) we are a sophisticated investor with respect to our Shares and have independently and without reliance upon Allscripts and based on such information as we have deemed appropriate, made our own analysis and decision to enter into this undertaking.

3.2 We acknowledge that Allscripts has not made, and does not make, any representation or warranty, whether express or implied, of any kind or character whatsoever to us. However, this shall not prejudice or limit in any way the terms of any representations or warranties given by Allscripts under the Merger Agreement.

4. We agree that we shall not sell, transfer, grant security in respect of, or otherwise dispose of any interest in, the Shares (or any rights arising in relation to the Shares) at any time prior to the Effective Time (as defined in the Merger Agreement) or the date on which the Merger Agreement is terminated in accordance with its terms.

5. We agree that, if we fail to vote or act in accordance with this undertaking or breach any of our obligations in this undertaking, damages may not be an adequate remedy and, accordingly, Allscripts shall be entitled to seek the remedy of specific performance or injunctive relief in any court of competent jurisdiction. Nothing contained in this undertaking shall be construed as prohibiting any person from pursuing any other remedies available to it, either at law or in equity, in relation to such breach of this undertaking.

7. The terms of this undertaking shall terminate and cease to be of any further effect upon the earliest of:

(a) the Effective Time (as defined in the Merger Agreement); or

(b) the termination of the Merger Agreement in accordance with its terms;

(c) the board of directors of the Company having made a Change of Parent Recommendation (as defined in the Merger Agreement); or

(d) 12 December 2008,

and where this undertaking does so terminate it is acknowledged that no person shall have any claim against any other person pursuant to the terms of this undertaking save in respect of any prior breaches of such terms. For the avoidance of doubt, if this undertaking is terminated prior to the General Meeting but after the submission of our Form of Proxy, we shall be entitled to withdraw our Form of Proxy and we shall be entitled to cast the votes attaching to the Shares which are capable of being cast at the General Meeting at our sole discretion.

8. We shall, as promptly as practicable, notify Allscripts of the number of any new

shares in the capital of the Company acquired by us, if any, after the date hereof and prior to the General Meeting. Any such shares shall be subject to the terms of this undertaking as though beneficially owned by us on the date hereof. We agree that we will promptly notify Allscripts in writing upon any representation or warranty of us in this undertaking becoming untrue in any material respect or upon an obligation of us not being complied with in any material respect.

10. We authorise you to refer to this undertaking in the Proxy Statement (as defined in the Merger Agreement) and in any other document, announcement or medium which you are required to release in order to complete the Merger or to disclose it to any persons, if you are required to so disclose by law, regulation, any competent judicial or regulatory body (including, but not limited to, the Securities and Exchange Commission), by Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended.

11. Any time, date or period mentioned in this undertaking may be extended by mutual agreement in writing between us and Allscripts but time shall be of the essence as regards any time, date or period mentioned in this undertaking or as extended by mutual agreement.

12. If any term or provision contained in this undertaking shall be held to be illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, that term or provision shall to that extent be deemed not to form part of this undertaking and the enforceability of the remainder of this undertaking shall be unaffected.

13. This undertaking shall be governed by, and construed in accordance with, English law and we hereby submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this undertaking.

14. All notices, requests, claims, demands and other communications under this undertaking shall be in writing and shall be deemed given (a) on the date of delivery, upon delivery in person or if sent by facsimile (receipt of which is confirmed), (b) on the day after delivery, by registered or certified mail (postage prepaid, return receipt requested), or (c) one business day after having been sent by express mail through a nationally recognized overnight courier, in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

    if to us, to:

    ValueAct Capital Master Fund L.P.
    435 Pacific Avenue, 4th Floor
    San Francisco, CA 94133
    United States of America

    Telephone: +1 (415) 362-3700
    Fax: +1 (415) 362-5727
    Attention: Allison Bennington

With a copy (which copy shall not constitute notice) to:

Freshfields Bruckhaus Deringer
65 Fleet Street
London
EC4Y 1HS

Telephone number: +44 (0) 20 7936 4000
Fax number: +44 (0) 20 7832 7001
Attention of: Don Guiney

if to Allscripts, to:

222 Merchandise Mart Plaza
Suite 2024
Chicago, IL 60654
United States of America

Attention: General Counsel

with a copy (which copy shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Frederick C. Lowinger and Gary D. Gerstman
Fax: +1 312 853-7036

15. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Merger Agreement.

16. This undertaking shall not have any effect unless and until we receive Allscripts's written acceptance of the terms set out in this undertaking on or before March 19, 2008.

IN WITNESS whereof this undertaking has been duly executed by us as a deed on the date first stated above.

Executed as a deed by ValueAct Capital Master Fund, L.P. acting by VA Partners I, LLC under its authority

/s/ Jeffrey Ubben

(Authorised signatory)

Countersigned by way of agreement with the terms of this undertaking.

/s/ Lee Shapiro

Authorised signatory for
Allscripts Healthcare Solutions, Inc.

Exhibit 10.2

To: Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza
Suite 2024
Chicago, IL 60654
United States of America
"**Allscripts**"

Date: 17 March 2008

Dear Sirs,

We refer to the proposed transactions (the **"Proposals"**) to be effected pursuant to the Agreement and Plan of Merger, dated as of the date hereof (the **"Merger Agreement"**), by and among Misy's Plc, a public limited company incorporated under the laws of England and Wales with registered number 1360027 (the **"Company"**), Misy's Healthcare LLC, a North Carolina limited liability company and a wholly-owned indirect subsidiary of the Company (**"Misy's Healthcare"**), and Allscripts, a Delaware corporation (**"Allscripts"**), details of which will be set out in the circular to be sent by the Company to its shareholders (the **"Circular"**). We note that the Proposals will be subject to the approval of the Company's shareholders at a general meeting (the **"General Meeting"**).

By this deed we hereby confirm (in the case of paragraph 1 below), represent and warrant (in the case of paragraph 3.1 below), acknowledge (in the case of paragraph 3.2 below), covenant and irrevocably undertake in the terms set out below.

1. We confirm that:

   (a) the number of ordinary shares of 1p each in the capital of the Company specified below (the **"Shares"**) are, as at the date of this undertaking, legally and beneficially owned by us free from any charge, security interest, option, lien, equity, restriction or any other encumbrance whatsoever:

Name and registered address of registered holder	Number of Shares
ValueAct Capital Master Fund III, L.P.:	12,744,498

   (b) we have full discretionary right, capacity and authority to control the exercise of all voting rights attached to the Shares; there are no other shares in the capital of the Company in which we have any interest (as defined in the City Code on Takeovers and Merger) or have any such rights, other than the shares in the capital of the Company that we will acquire in accordance with the placing and underwriting agreement between us, the Company and JPMorgan Cazenove Limited entered into on 18 March 2008.

2.1 At the General Meeting of the Company's shareholders at which shareholders will be asked to consider and approve the Proposals, we undertake that:

   (a) we shall vote (either personally or by proxy) in respect of the Shares in favour of the resolution required to implement the Proposals (the **"Resolution"**) which is to be proposed at the General Meeting (or any adjournment thereof);

(b) we shall vote against any proposed adjournment of the General Meeting put to the meeting other than by the Chairman;

(c) (subject to paragraph (d) below) we shall not join in demanding a poll unless such a poll is to be taken forthwith;

(d) if the Resolution is defeated on a show of hands, we shall call for and join in demanding a poll on the Resolution; and

(e) we shall not revoke or otherwise withdraw any form of proxy submitted by us or on our behalf in accordance with the provisions of paragraph (a) above.

2.2 We shall, no later than 6.00 pm, London time, on the tenth Business Day after the despatch to the shareholders of the Company of the Circular, together with the accompanying form of proxy for holders of shares in relation to the General Meeting (the **"Form of Proxy"**), fully complete, duly execute and deliver the Form of Proxy (or procure that this is done), in accordance with the procedure set out in the Circular and on the Form of Proxy, so that such completed, executed and delivered Form of Proxy shall provide an authority to the Chairman of the General Meeting to vote in accordance with the terms of paragraph 2.1 above in respect of the votes attaching to the Shares which are capable of being cast at the General Meeting.

2.3 At or prior to the General Meeting, we shall not (without the prior consent of Allscripts) do anything which restricts the voting rights of any of the Shares nor shall we exercise the voting rights attaching to the Shares in any manner which impedes or frustrates the Proposals (including, but without limitation, by voting in favour of any competing proposal) or the passing of the Resolution.

3.1 We represent and warrant to you that:

(a) we have the legal capacity to execute and deliver this undertaking, to perform our obligations hereunder and to consummate the transactions contemplated hereby;

(b) this undertaking has been duly and validly executed and delivered by us and constitutes a legal, valid and binding obligation of us, enforceable against us in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(c) the execution and delivery of this undertaking by us does not, and the performance of our obligations under this undertaking and the consummation by us of the transactions contemplated hereby will not, (i) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to us or (ii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any contract to which we are a party;

(d) the execution and delivery of this undertaking by us does not, and the performance of our obligations under this undertaking will not, require any consent, approval, authorization or permit of, or filing with or notification to, any court or arbitrator or any governmental entity, agency or official; and

(e) we are a sophisticated investor with respect to our Shares and have independently and without reliance upon Allscripts and based on such information as we have deemed appropriate, made our own analysis and decision to enter into this undertaking.

3.2 We acknowledge that Allscripts has not made, and does not make, any representation or warranty, whether express or implied, of any kind or character whatsoever to us. However, this shall not prejudice or limit in any way the terms of any representations or warranties given by Allscripts under the Merger Agreement.

4. We agree that we shall not sell, transfer, grant security in respect of, or otherwise dispose of any interest in, the Shares (or any rights arising in relation to the Shares) at any time prior to the Effective Time (as defined in the Merger Agreement) or the date on which the Merger Agreement is terminated in accordance with its terms.

5. We agree that, if we fail to vote or act in accordance with this undertaking or breach any of our obligations in this undertaking, damages may not be an adequate remedy and, accordingly, Allscripts shall be entitled to seek the remedy of specific performance or injunctive relief in any court of competent jurisdiction. Nothing contained in this undertaking shall be construed as prohibiting any person from pursuing any other remedies available to it, either at law or in equity, in relation to such breach of this undertaking.

7. The terms of this undertaking shall terminate and cease to be of any further effect upon the earliest of:

(a) the Effective Time (as defined in the Merger Agreement); or

(b) the termination of the Merger Agreement in accordance with its terms;

(c) the board of directors of the Company having made a Change of Parent Recommendation (as defined in the Merger Agreement); or

(d) 12 December 2008,

and where this undertaking does so terminate it is acknowledged that no person shall have any claim against any other person pursuant to the terms of this undertaking save in respect of any prior breaches of such terms. For the avoidance of doubt, if this undertaking is terminated prior to the General Meeting but after the submission of our Form of Proxy, we shall be entitled to withdraw our Form of Proxy and we shall be entitled to cast the votes attaching to the Shares which are capable of being cast at the General Meeting at our sole discretion.

8. We shall, as promptly as practicable, notify Allscripts of the number of any new

shares in the capital of the Company acquired by us, if any, after the date hereof and prior to the General Meeting. Any such shares shall be subject to the terms of this undertaking as though beneficially owned by us on the date hereof. We agree that we will promptly notify Allscripts in writing upon any representation or warranty of us in this undertaking becoming untrue in any material respect or upon an obligation of us not being complied with in any material respect.

10. We authorise you to refer to this undertaking in the Proxy Statement (as defined in the Merger Agreement) and in any other document, announcement or medium which you are required to release in order to complete the Merger or to disclose it to any persons, if you are required to so disclose by law, regulation, any competent judicial or regulatory body (including, but not limited to, the Securities and Exchange Commission), by Securities Act of 1933, as amended, or the Securities and Exchange Act of 1934, as amended.

11. Any time, date or period mentioned in this undertaking may be extended by mutual agreement in writing between us and Allscripts but time shall be of the essence as regards any time, date or period mentioned in this undertaking or as extended by mutual agreement.

12. If any term or provision contained in this undertaking shall be held to be illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, that term or provision shall to that extent be deemed not to form part of this undertaking and the enforceability of the remainder of this undertaking shall be unaffected.

13. This undertaking shall be governed by, and construed in accordance with, English law and we hereby submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this undertaking.

14. All notices, requests, claims, demands and other communications under this undertaking shall be in writing and shall be deemed given (a) on the date of delivery, upon delivery in person or if sent by facsimile (receipt of which is confirmed), (b) on the day after delivery, by registered or certified mail (postage prepaid, return receipt requested), or (c) one business day after having been sent by express mail through a nationally recognized overnight courier, in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

    if to us, to:

    ValueAct Capital Master Fund III, L.P.
    435 Pacific Avenue, 4th Floor
    San Francisco, CA 94133
    United States of America

    Telephone: +1 (415) 362-3700
    Fax: +1 (415) 362-5727
    Attention: Allison Bennington

With a copy (which copy shall not constitute notice) to:

Freshfields Bruckhaus Deringer
65 Fleet Street
London
EC4Y 1HS

Telephone number: +44 (0) 20 7936 4000
Fax number: +44 (0) 20 7832 7001
Attention of: Don Guiney

if to Allscripts, to:

222 Merchandise Mart Plaza
Suite 2024
Chicago, IL 60654
United States of America

Attention: General Counsel

with a copy (which copy shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Frederick C. Lowinger and Gary D. Gerstman
Fax: +1 312 853-7036

15. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Merger Agreement.

16. This undertaking shall not have any effect unless and until we receive Allscripts's written acceptance of the terms set out in this undertaking on or before March 19, 2008.

IN WITNESS whereof this undertaking has been duly executed by us as a deed on the date first stated above.

Executed as a deed by ValueAct Capital Master Fund III, L.P. acting VA Partners III, LLC under its authority

/s/ Jeffrey Ubben

(Authorised signatory)

Countersigned by way of agreement with the terms of this undertaking.

/s/ Lee Shapiro

Authorised signatory for
Allscripts Healthcare Solutions, Inc.

Exhibit 10.3

RELATIONSHIP AGREEMENT

DATED AS OF MARCH 17, 2008

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

and

MISYS PLC

CONTENTS

In order to induce Misys plc to acquire the Consideration Shares pursuant to the Merger Agreement, and in consideration of the representations, warranties, covenants and agreements set forth herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THIS AGREEMENT** is entered into on March 17, 2008

BY:

(1) **Misys plc**, a public limited company incorporated under the laws of England and listed on the London Stock Exchange (**Quarterback**); and

(2) **Allscripts Healthcare Solutions, Inc.**, a Delaware corporation and listed on Nasdaq (**Receiver**).

WHEREAS:

(A) The parties have agreed that, subject to the terms and conditions set forth in the Merger Agreement, a wholly-owned subsidiary of Receiver shall merge with and into Safety, with Safety continuing as the surviving entity (the **Merger**), and pursuant to which Receiver shall issue to the sole member of Safety shares of Receiver Common Stock;

(B) The parties have further agreed that, subject to certain terms and conditions set forth in the Merger Agreement, Quarterback shall purchase additional shares of Receiver Common Stock (the **Consideration Shares**), which, together with the shares described in clause (A) above, shall represent 54.5% of the aggregate number of Fully-Diluted Shares (as defined in the Merger Agreement); and

(C) Quarterback and Receiver wish to regulate the relationship between them to ensure that, amongst other things, Quarterback will continue to comply with its UK Regulatory Requirements following the Merger and Receiver will continue to comply with its US Regulatory Requirements following the Merger.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement:

Affiliate means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of a Person or the ownership (directly or indirectly) of securities or other interests in such Person;

beneficially own (or any similar phrase) shall have the meaning set forth in Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended;

Business Day means any day other than a Saturday, a Sunday, a legal holiday in New York, New York or London, United Kingdom or other day on which banking institutions or trust companies are authorized or obligated by law to close in New York, New York or London, United Kingdom;

Chairman means the chairman of the Receiver Board from time to time;

Closing has the meaning given to that term in the Merger Agreement;

Companies Act (UK) means the Companies Act 1985 (UK), as amended, and references to the Act shall, so far as is applicable, be interpreted in accordance with section 1297 of the Companies Act 2006 (UK);

Consideration Shares has the meaning given to that term in Recital (B) hereof;

Constituent Documents means, together, the Second Amended and Restated Certificate of Incorporation and By-Laws of Receiver as of the Effective Time (as may be amended from time to time);

Directors mean the directors of Receiver from time to time and **Director** means any one of them;

Disclosure and Transparency Rules (UK) means the disclosure and transparency rules of the FSA;

Effective Time has the meaning given to that term in the Merger Agreement;

Equity Security means any equity security of Receiver, or option, warrant, right or other security convertible, or exercisable into or exercisable for equity securities of Receiver;

FINRA means the U.S. Financial Industry Regulatory Authority;

FSA means the UK Financial Services Authority;

Governmental Entity means any domestic or foreign (whether national, federal, state, provincial, local or otherwise) government or any court, administrative agency or commission or other governmental or regulatory authority or agency, domestic, foreign or supranational;

Law (and with the correlative meaning **Laws**) means rule, regulation, statute, order, ordinance, guideline, handbook, code (including the UK Takeover Code) or other legally enforceable requirement, including, but not limited to common law, state and federal laws or securities laws and laws, rules and regulations of foreign jurisdictions;

Listing Rules (UK) means the listing rules of the FSA;

London Stock Exchange means London Stock Exchange plc;

Merger Agreement means the merger agreement dated the same date as this agreement entered into among Quarterback, Receiver, Safety and Patriot Merger Company, LLC, a North Carolina limited liability company and wholly-owned subsidiary of Receiver in respect of the Merger;

Nasdaq means the Nasdaq National Market;

Out-of-the-Money Option has the meaning given to that term in the Merger Agreement;

Person means an individual, corporation, partnership, joint venture, association, trust, limited liability company, Governmental Entity, unincorporated organization or other entity;

Quarterback Board means the board of directors of Quarterback, as constituted from time to time;

Quarterback's General Counsel means the general legal counsel of Quarterback from time to time;

Quarterback Group means Quarterback and its Subsidiaries from time to time (excluding, after the Effective Time, Receiver and its Subsidiaries from time to time);

Quarterback Nominee means any Director nominated other than by the Independent Nominating Committee and other than the Receiver CEO;

Quarterback Ordinary Shares means the ordinary shares in the capital of Quarterback;

Receiver Board means the board of directors of Receiver, as constituted from time to time;

Receiver CEO means the chief executive officer of Receiver from time to time;

Receiver Common Stock means the common stock, par value $0.01, of Receiver;

Receiver ESPP means the Receiver Employee Stock Purchase Plan and any other employee stock purchase plan adopted by Receiver.

Receiver's General Counsel means the general legal counsel of Receiver from time to time.

Receiver Group means Receiver and its Subsidiaries from time to time, and following the Effective Time will include Safety and its Subsidiaries but not Quarterback and its other Subsidiaries;

Receiver Share Schemes means the Amended and Restated Receiver 1993 Stock Incentive Plan and the Receiver 2001 Non-Statutory Stock Plan, and all other Receiver employee plans currently in existence or adopted hereafter that involve the issuance or potential issuance of any equity or equity-linked security of Receiver, in each case other than a Receiver ESPP.

Relevant Public Announcement means:

(a) in relation to a public announcement issued by Receiver, any announcement for which the disclosure committee of Receiver has responsibility under the Receiver By-laws; and

(b) in relation to a public announcement issued by Quarterback, an announcement issued in respect of or which could reasonably be expected to affect Receiver or the Receiver Group.

Safety means Misys Healthcare Systems, LLC, a North Carolina limited liability company and a wholly-owned indirect subsidiary of Quarterback;

SEC means the U.S. Securities and Exchange Commission;

Subsidiary means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, is controlled by such first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of a Person or the ownership (directly or indirectly) of securities or other interests in such Person;

UK Regulatory Requirements means Quarterback's obligations under, inter alia, the Companies Act (UK), the Listing Rules (UK) and the Disclosure and Transparency Rules (UK) or any similar Law in effect now or in the future;

US Regulatory Requirements means Receiver's obligations under, inter alia, the U.S. Securities Act of 1933, as amended, the U.S. Securities Exchange Act of 1934, as amended, FINRA rules and regulations and the Delaware General Corporation Law or any similar Law in effect now or in the future; and

Voting Securities mean any securities entitled to vote generally in the election of directors of Receiver or its successors, securities convertible or exchangeable into or exercisable for such securities and any rights or options to acquire any of the foregoing securities.

1.2 In this agreement any reference, express or implied, to a Law includes:

(a) that Law, as amended, extended or applied by or under any other Law (before, on or after execution of this agreement);

(b) any Law which that Law re-enacts (with or without modification); and

(c) any subordinate legislation made (before, on or after execution of this agreement) under that Law, including (where applicable) that Law as amended, extended or applied as described in paragraph (a) above, or under any Law which it re-enacts as described in paragraph (b) above,

and Law includes any rule, regulation or requirement of the SEC, Delaware General Corporation Law, FINRA, UK Listing Authority, London Stock Exchange, FSA, the UK Takeover Panel and any other body or authority acting under the authority of any Law and any legislation in any jurisdiction.

1.3 In this agreement:

(a) references to the singular include the plural and vice versa;

(b) references to a Person are also to its permitted successors and assigns;

(c) the table of contents and headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement;

(d) whenever the words "include", "includes" or "including" are used in this agreement, they shall be deemed to be followed by the words "without limitation". The term "or" is not exclusive;

(e) the words "hereof", "herein" and "hereunder" and words of similar import when used in this agreement shall refer to this agreement as a whole and not to any particular provision of this agreement;

(f) the definitions contained in this agreement are applicable to the singular as well as the plural forms of such terms; and

(g) any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, except as otherwise specified herein.

1.4 For the avoidance of doubt, the exclusion of Receiver and its Subsidiaries from the definition of Quarterback Group above is for the purposes of this agreement only and does not affect the accounting treatment of Quarterback Group from time to time (including, any accounting consolidation).

2. CONDITION AND DURATION

2.1 Clauses 1, 2, 6.1(a), 8 and 12 to 18 shall take effect on the date of this agreement and obligations thereunder shall commence on the date of this agreement . The remainder of this agreement shall take effect at the Effective Time and obligations thereunder shall not commence until the Effective Time. Except as set forth in subclauses 2.2 and 2.3, and clause 14, this agreement shall continue indefinitely.

2.2 Subclauses 4.2(a) and 4.2(b) (but not including the proviso set forth in subclause 4.2) and clauses 6 and 9 of this agreement shall (except as specifically provided in those clauses) terminate on the date on which the Quarterback Group owns less than 50% of the then outstanding shares of Receiver Common Stock, clauses 7 and 10 of this agreement shall (except as specifically provided in those clauses) terminate on the date on which the Quarterback Group owns less than 35% of the then outstanding shares of Receiver Common Stock and clause 13 of this agreement shall terminate on the date on which the Quarterback Group owns less than 20% of the then outstanding shares of Receiver Common Stock (provided, in each case, that such clauses shall not terminate if the failure of the Quarterback Group to own such amount results from breach by Receiver of this agreement or the Constituent Documents).

2.3 If the Merger Agreement is terminated in accordance with its terms, this agreement shall thereupon terminate and be of no further force and effect.

3. CONSTITUENT DOCUMENTS; OTHER

3.1 Except as otherwise provided herein or with the consent of the audit committee of Receiver, and except in connection with any vote to effect the Additional Charter and By-Laws Amendments (as defined in the Merger Agreement), Quarterback shall not, and shall cause each member of the Quarterback Group holding any Voting Securities not to, vote in favor of any proposal which seeks to alter, amend, repeal, in whole or in part, or adopt any provision inconsistent with, or grant any waivers under, this agreement or either the provisions set forth in Articles III, IV, V and VIII of the By-Laws of Receiver or Articles Ninth, Tenth, Fourteenth or the first, third or seventh paragraphs of Article Seventh of the Second Amended and Restated Certificate of Incorporation of Receiver included in the Charter and By-Laws Amendments (as defined in the Merger Agreement) (or Articles Ninth, Tenth, Thirteenth or the first, third or seventh paragraphs of Article Seventh of the Second Amended and Restated Certificate of Incorporation of Receiver included in the Additional Charter and By-Laws Amendments (as defined in the Merger Agreement) if approved by the shareholders of Receiver) and will cause all shares of Voting Securities beneficially owned by any member of the Quarterback Group to be voted against any such proposal.

3.2 The parties agree that Receiver shall settle any conversion of Receiver's outstanding 3.50% convertible senior debentures (Convertible Debentures) by a holder of Convertible Debentures by issuing shares of Receiver Common Stock and not in cash.

3.3 Quarterback shall not, and shall not permit any member of the Quarterback Group to, sell, transfer or otherwise dispose of (such event being hereinafter referred to as a "Transfer") 15% or more of the outstanding shares of Receiver Common Stock to a Person or a "group" (within the meaning of Section 13(d)(3) of the 1934 Act)(other than to any member of the Quarterback Group), in any transaction or series of related transactions, unless, prior to any such Transfer, the Receiver Board has approved such Transfer at a duly called meeting of the Receiver Board.

3.4 For a period of eighteen months from the Effective Time, the headquarters and principal office of Receiver shall be located in Chicago, Illinois, and, other than with the prior written consent of Receiver, Quarterback shall do all things reasonably practicable to maintain the headquarters and principal office in Chicago.

4. BOARD REPRESENTATION

4.1 Following the Effective Time, the Receiver Board shall consist of 10 Directors.

4.2 Following the Effective Time, the Nominating and Governance Committee shall have the right to nominate for election to the Receiver Board:

(a) 6 out of 10 Directors; and

(b) to the extent permitted by Law, the Chairman (and, if so, such Chairman shall be regarded as one of the 6 Directors nominated by the Nominating and Governance Committee pursuant to subclause 4.2(a)) (collectively, the "Quarterback Directors");

provided, however, the Nominating and Governance Committee's right to nominate six Quarterback Directors for election to the Board shall be reduced as follows:

(i) If, at any time, Quarterback shall own less than 50.0% but more than or equal to 45.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be five;

(ii) If, at any time, Quarterback shall own less than 45.0% but more than or equal to 35.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be four;

(iii) If, at any time, Quarterback shall own less than 35.0% but more than or equal to 25.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be three;

(iv) If, at any time, Quarterback shall own less than 25.0% but more than or equal to 15.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be two;

(v) If, at any time, Quarterback shall own less than 15.0% but more than or equal to 5.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be one; and

(vi) If, at any time, Quarterback shall own less than 5.0% of the number of outstanding shares of Receiver Common Stock, Quarterback shall have no right to nominate any Directors to the Nominating and Governance Committee.

In the case of any reduction in Quarterback's ownership of shares of Receiver Common Stock such that the Nominating and Governance Committee's right to nominate directors for election is reduced as set forth in clauses (i)-(vi) above, within five (5) Business Days after Quarterback's ownership of shares of Receiver Common Stock falls below the applicable threshold, (A) Quarterback shall designate the appropriate number of Quarterback Directors to resign immediately and (B) the Receiver Independent Directors then serving on the Receiver Board, even if less than a quorum, shall appoint replacement directors to serve until the next annual meeting of shareholders.

4.3 Following the Effective Time, the Independent Nominating Committee shall have the right to nominate (a) 3 out of 10 Directors on the Receiver Board (the "Receiver Independent Directors"), all of which will qualify as an independent Director, and (b) the Receiver CEO as a Director on the Receiver Board. For purposes of this Agreement, an independent Director will be an individual who qualifies as independent under Nasdaq rules and regulations.

4.4 At any meeting of Receiver stockholders at which directors are to be elected, Quarterback will cause its shares of Receiver Common Stock to be present for quorum purposes and will vote or cause to be voted all shares of Receiver Common Stock beneficially owned by any member of the Quarterback Group, in favor of (a) the Receiver Independent Directors if recommended by the Independent Nominating Committee and (b) the Receiver CEO as a member of the Receiver Board.

4.5 Quarterback will not vote (and will cause not to be voted) any shares of Receiver Common Stock beneficially owned by any member of the Quarterback Group, with respect to the removal from the Receiver Board of any Director nominated for nomination or appointed to the Receiver Board by the Independent Nominating Committee and will cause all shares of Receiver Common Stock beneficially owned by any member of the Quarterback Group to be voted against such removal.

4.6 Quarterback hereby irrevocably grants to, and appoints for the term of this agreement, Lee Shapiro, William J. Davis and Brian Vandenberg, or any of them, in their respective capacities as officers of Receiver, and any individual who shall hereafter succeed to any such office with Receiver, and each of them individually, Quarterback's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Quarterback and any member of the Quarterback Group, to vote any shares of Receiver Common Stock at any meeting of the shareholders of Receiver, or at any adjournment or postponement thereof or in any other circumstance upon which a vote, agreement, consent or other approval is sought, on the matters set forth in, and in the manner required by, subclauses 3.1, 4.4, 4.5, or 5 hereof, but in respect of no other matters. Such attorney-in-fact may evidence the taking of any action, giving of any consent or the voting of such shares of Receiver Common Stock by the execution of any documentation or instrument for such purpose in the name of Quarterback or any Quarterback Group member. Quarterback hereby affirms that the irrevocable proxy set forth in this subclause 4.6 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of Quarterback under subclauses 3.1, 4.4, 4.5 and of 5 of this Agreement. Quarterback hereby further affirms that the irrevocable proxy set forth in this subclause 4.6 is coupled with an interest and may under no circumstances be revoked except in connection with the termination of this agreement or this subclause 4.6. Quarterback ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. **SUCH IRREVOCABLE PROXY IS EXECUTED AND INTENDED TO BE IRREVOCABLE IN ACCORDANCE WITH THE PROVISIONS OF THE DELAWARE GENERAL CORPORATION LAW.**

5. **WRITTEN CONSENT** The provisions of subclauses 3.1, 4.4 and 4.5 shall apply, *mutatis mutandis*, in the event that any Receiver stockholder action is taken by written consent in lieu of a stockholder meeting.

6. OPERATING REQUIREMENTS

6.1

(a) As soon as practicable after the date hereof, Receiver and Quarterback agree to establish procedures to be implemented as of the Effective Time in order to ensure compliance with subclause 6.1(b).

(b) Receiver and Quarterback agree to use their commercially reasonable efforts to ensure that both the Receiver Group and the Quarterback Group continue to comply with all applicable US Regulatory Requirements and UK Regulatory Requirements from time to time (as applicable).

6.2 Receiver agrees to ensure that no member of the Receiver Group shall intentionally or knowingly do, cause or permit to be done, anything which would result in Quarterback breaching any of its obligations under the Listing Rules (UK) or the Disclosure and Transparency Rules (UK)), unless, in the reasonable opinion of Receiver, such is required by an applicable Law.

6.3 When Receiver is required to do or cause or permit to be done something in order for it to comply with all applicable Laws described in subclause 6.1(b), Receiver agrees to (a) provide Quarterback prior notice and (b) consult with Quarterback regarding the nature of the act or omission.

6.4 Other than with the prior written consent of Quarterback, Receiver shall not treat itself or any other Receiver Group entity as other than a corporation for U.S. federal income tax purposes.

6.5 Other than with the prior consent of Quarterback, Receiver shall do all things reasonably practicable to maintain its listing on Nasdaq. Other than with the prior consent of Receiver, Quarterback shall use its commercially reasonable efforts not to take any action that would result in Receiver being delisted from Nasdaq (except pursuant to a take private transaction).

6.6 Other than with the prior consent of Quarterback, Receiver agrees to use an appropriately qualified auditor which, subject to the approval of the audit committee of Receiver and Receiver stockholder ratification, shall be the same auditor that Quarterback uses.

6.7 Immediately following the Effective Time, Receiver and Quarterback will work together in good faith to co-ordinate and align their financial reporting procedures so as to ensure compliance with applicable Laws. As soon as practicable following the Effective Time, Receiver shall use commercially reasonable efforts to change its fiscal year end to May 31.

7. PROVISION OF INFORMATION

7.1 Notwithstanding any information that members of the Quarterback Group are entitled to receive by virtue of their majority shareholding in Receiver and/or their representation on the Receiver Board, Receiver shall provide, and shall procure that all members of the Receiver Group provide, Quarterback Group members with all such information which is in its possession or under its control as they reasonably require to comply with all applicable UK Regulatory Requirements from time to time. Quarterback shall provide, and shall procure that all members of the Quarterback Group provide, Receiver Group members with all such information which is in its possession or under its control as they reasonably require to comply with all applicable US Regulatory Requirements from time to time.

7.2 Subject to all applicable Laws, and so long as such disclosure does not result in reporting or disclosure obligations for Receiver under US Regulatory Requirements, a Quarterback Nominee shall be entitled to disclose to members of the Quarterback Group, Quarterback Group directors and employees and advisers to Quarterback Group, any information in his or her possession however obtained which relates to Receiver or any other member of the Receiver Group, provided that Quarterback shall ensure that each such recipient is aware, where such is the case, of the confidential nature of such information.

7.3 Quarterback and Receiver each acknowledges that the information disclosed under subclause 7.1 may be inside information in relation to the Receiver Group and/or the Quarterback Group and undertakes that it shall (and shall use all powers vested in it to procure, so far as it is legally able, that each member of its Group shall) comply with all applicable Laws in relation to the disclosure or use of such information until such information ceases to be inside information in relation to the Receiver Group and/or the Quarterback Group.

7.4 Neither Quarterback nor Receiver shall be obliged to disclose any information under this subclause 7 if and to the extent that such disclosure would be prohibited by Law.

7.5 For the purposes of this subclause 7, Receiver's obligations to disclose information to Quarterback will be satisfied when the information is received by Quarterback's General Counsel or such other executive officer of Quarterback as Quarterback may designate from time to time.

7.6 For the purpose of this subclause 7, Quarterback's obligations to disclose information to Receiver will be satisfied when the information is received by Receiver's General Counsel or such other executive officer of Receiver that Receiver may designate from time to time.

8. TRADING IN RECEIVER AND QUARTERBACK SHARES

As soon as practicable following the date hereof, both Receiver and Quarterback agree to work together in good faith to:

(a) establish internal controls for monitoring and regulating the appropriate flow of inside information between the Receiver Group and the Quarterback Group;

(b) establish agreed protocols for trading in Receiver Common Stock and Quarterback Shares; and

(c) align the respective share trading codes of the Receiver Group and the Quarterback Group to ensure consistency and prevent unlawful or otherwise inappropriate trading in Receiver Common Stock and/or Quarterback Shares by group companies, their directors, officers and their employees, or any other persons caught by applicable Laws;

such that the internal controls, protocols and codes can be implemented as of the Effective Time.

9. ANTI-DILUTION

9.1 Future Issuances of Receiver Common Stock

(a) If Receiver proposes to sell to any Persons (including by way of a registered public offering or otherwise) any Equity Securities (other than pursuant to Receiver Share Schemes or the Receiver ESPP) (an **Issue**), Receiver shall offer to sell to Quarterback, on the same terms and conditions (including, for the avoidance of doubt, price and time of issue) as the proposed sale to such Persons, the respective number of such Equity Securities which, if all such Equity Securities were purchased pursuant to the Issue, would result in the Quarterback Group holding that percentage of such Equity Securities as is equal to the percentage of Fully-Diluted Shares owned by the

Quarterback Group immediately prior to such sale, taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares resulting from Forfeited Shares or Repurchased Shares.

(b) If Receiver proposes to take any action (including pursuant to subclause 9.1(a)) that would result in any outstanding Equity Securities (whether or not vested) to adjust such that the holder thereof would be entitled to an increased number of Equity Securities upon conversion, exercise or otherwise, and as a result of such adjustment, the percentage of Fully-Diluted Shares owned at such time by the Quarterback Group (taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares of Receiver Common Stock resulting from Forfeited Shares or Repurchased Shares) would decrease (an "Adjustment Event"), Receiver shall, prior to, but conditional upon, taking such action, offer to sell to Quarterback such number of shares of Receiver Common Stock as is necessary to offset the maximum potential dilution to the Quarterback Group's ownership of Fully-Diluted Shares (taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares of Receiver Common Stock resulting from Forfeited Shares or Repurchased Shares), at a price equal to the closing price on Nasdaq of Receiver Common Stock on the day before Receiver's proposal to take action.

(c) Any offer to sell the Equity Securities referred to in paragraphs 9.1(a) and 9.1(b) shall be made by written notice specifying either (i) the number and type of Equity Securities proposed to be offered or sold in the Issue or (ii) the effects of any adjustments referred to in subclause 9.1(b), and the price and date for payment relating thereto, the entitlement of Quarterback and a period (being not less than ten Business Days) within which any such offer, if not accepted and the consideration for which not paid, will be deemed to be declined and such entitlement shall be of no further force and effect.

(d) For the avoidance of doubt, Quarterback shall not be obligated in any circumstances to take more than the maximum number of Equity Securities it has indicated its willingness to take. Receiver shall make such arrangements as it shall think fit concerning entitlements to fractions.

(e) This subclause 9.1 is intended to allow the Quarterback Group to elect, if it so chooses, to maintain the same ownership percentage of Fully-Diluted Shares as it held immediately prior to the Issue or the Adjustment Event, as applicable, taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares resulting from Forfeited Shares or Repurchased Shares. Receiver shall take all actions reasonably necessary in accordance with applicable Law to prevent any breach by Receiver of this subclause 9.1, and, if such breach occurs, upon Quarterback's request, Receiver agrees to sell newly issued shares of Receiver Common Stock to Quarterback at fair market value within five (5) Business Days after such breach.

(f) Receiver shall at all times insure that a sufficient number of authorized and unissued shares of Receiver Common Stock are available to carry out the intent of this subclause 9.1.

9.2 **Receiver Share Schemes**

(a) Receiver may not grant or issue (or commit itself to issue or grant) to participants in Receiver Share Schemes any Equity Securities (**Receiver Share Scheme Securities**) except pursuant to this clause 9.2. During the period commencing on the Closing Date and ending on May 31, 2010 (the **Determination Period**), Receiver may grant or issue (or commit to grant or issue) such Receiver Share Scheme Securities that represent, or are convertible or exchangeable into or exercisable for, a number of shares of Receiver Common Stock in the aggregate that does not exceed (W) 1.5% of the number of Fully-Diluted Shares outstanding on the last Business Day prior to the Determination Period *plus* (X) the number of Forfeited Shares for such period *plus* (Y) the number of Repurchased Shares for such period, *minus* (Z) the number of Out-of-the-Money Options at Closing that become In-the-Money Options during such period (without duplication). **Forfeited Shares** means Receiver Share Scheme Securities granted by Receiver which have been forfeited, cancelled or otherwise surrendered without issuance of shares of Receiver Common Stock. **Repurchased Shares** means any shares that Receiver may acquire for cash in the open market or that Receiver may acquire from participants in Receiver Share Schemes from the payment of an exercise price of an award or withholding taxes. **In-the-Money Option** means, as of any date, any option with an exercise price less than the closing market price of Receiver Common Stock as of such date. **Issue**, solely for purposes of this Section 9.2(a), means a new issuance of a share of Receiver Common Stock after the Closing Date, which, for the avoidance of doubt, does not include issuances in respect of Equity Securities outstanding on the Closing Date or grants pursuant to this clause 9.2.

(b) Receiver shall take all actions reasonably necessary in accordance with applicable Law to prevent any breach by Receiver of this subclause 9.2, and, if such breach occurs, upon Quarterback's request, Receiver agrees, subject to applicable Law, to take such actions as are necessary to restore the Quarterback Group's ownership to the ownership level prior to such breach.

(c) In addition, Receiver shall acquire for cash in the open market, except to the extent prohibited by Law, any shares of Receiver Common Stock to be issued by Receiver under any Receiver ESPP, prior to or promptly following the issuance thereof (including with respect to any offering period under a Receiver ESPP that has not ended as of the Effective Time).

9.3 **Waiver**

Any of the restrictions or other provisions of this clause 9 may be waived by Quarterback in writing.

10. ANNOUNCEMENTS

10.1 Neither party may make a Relevant Public Announcement unless:

(a) the other party has:

(i) been consulted about the subject matter of the announcement; and

(ii) the other party has approved the form of the announcement; or

(b) subject to subclause 10.2, (i) in the reasonable opinion of the Quarterback Board, the UK Regulatory Requirements, or (ii) in the reasonable opinion of the Disclosure Committee of Receiver, the U.S. Regulatory Requirements, require an announcement to be made; or

(c) the subject matter thereof (x) falls within a category of announcements that the parties may agree from time to time does not require prior mutual consultation of approval and (y) does not contain inside information.

10.2 If a party is required to make a disclosure of the nature described in subclause 10.1(b), if possible, and subject to complying with all applicable Laws, duties and regulatory requirements, that party may only do so after it has given the other party prior notice of at least one Business Day and reasonably consulted with the other party about the form and content of the announcement or disclosure.

11. CONFIDENTIALITY

11.1 Each party shall hold and not disclose, and will cause its employees, officers, directors and other representatives (**Representatives**) to hold and not disclose, all material non-public information and any other information of a secret or confidential nature received by it from the other party (the **Confidential Information**).

11.2 Nothing in this clause prevents any announcement being made or any Confidential Information being disclosed:

(a) with the prior written approval of the other party, which in the case of any announcement shall not be unreasonably withheld or delayed; or

(b) to the extent required by Law or by the FSA, the UKLA, the LSE, the UK Takeover Panel, the Nasdaq, FINRA, the SEC (or their replacement bodies) or any rule or regulation promulgated thereby or thereunder.

11.3 Nothing in this clause prevents disclosure of Confidential Information:

(a) that was or becomes generally available to the public other than as a result of a disclosure by the receiving party or its Representatives;

(b) that was or becomes available to the receiving party on a non-confidential basis from a source other than the providing party or its Representatives, provided that such source was not known by the receiving party to be bound by any agreement with the providing party to keep such information confidential;

(c) that has already been or is hereafter independently acquired or developed by the receiving party or its Representatives without violating any confidentiality agreement or other similar obligation;

(d) by Receiver to any member of the Receiver Group; or

(e) by Quarterback to any member of the Quarterback Group.

12. WAIVER AND AMENDMENT

12.1 No waiver of any term, provision or condition of this agreement shall be effective unless such waiver is evidenced in writing and signed by the waiving party and, with respect to a waiver by Receiver after the Effective Time, approved by the audit committee of the Receiver Board.

12.2 No omission or delay on the part of either Receiver or Quarterback in exercising any right, power of privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights or remedies provided in this agreement are cumulative with and not exclusive of any rights or remedies provided by Law.

12.3 No amendment to this agreement shall be effective unless made in writing and signed by both Receiver and Quarterback and, in the case of Receiver after the Effective Time, approved by the audit committee of the Receiver Board.

13. STANDSTILL

13.1 Quarterback will not, and will cause each member of the Quarterback Group not to, directly or indirectly, acquire, by purchase, gift, business combination or otherwise, any Voting Securities such that, after giving effect to such transaction, the Quarterback Group (taken as a whole) beneficially own Voting Securities representing more than 60% of the Fully-Diluted Shares unless such transaction was approved by the audit committee of Receiver Board prior to the consummation of such transaction.

13.2 If any member of the Quarterback Group acquires any Voting Securities in violation of this Agreement, such member of the Quarterback Group shall, as soon as it becomes aware of such violation, give immediate notice to Receiver and such Voting Securities shall, to the extent permitted by Law, immediately be disposed of to Persons who are not Affiliates of the breaching party; *provided* that if Quarterback fails to comply with this Section 13.2 within 10 Business Days following receipt of such notice, Receiver may also pursue any other available remedy to which it may be entitled as a result of such violation.

13.3 Quarterback will not, and will cause each member of the Quarterback Group not to:

(a) form, join or encourage the formation of any "group" (within the meaning of Section l3(d)(3) of the 1934 Act) with respect to any Voting Securities; or

(b) deposit any Voting Securities into a voting trust or subject any such Voting Securities to any arrangement or agreement with respect to the voting thereof

which would, in either case, result in any Person or group having beneficial ownership of Voting Securities representing more than 50% of the outstanding shares of Receiver Common Stock.

13.4 The failure of Quarterback to comply with the provisions in this clause 13 shall not affect the validity and continued effectiveness of the other provisions of this agreement.

14. TERMINATION

Except as set forth in subclauses 2.2 and 2.3, this agreement shall only be terminated with the prior written consent of Receiver and Quarterback, which consent, in the case of Receiver after the Effective Time, shall be approved by the audit committee of the Receiver Board.

15. GENERAL

15.1 Subject to subclause 15.5, neither this agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by any of the parties hereto without the prior written consent of the other parties hereto, which consent, in the case of Receiver after the Effective Time, shall be approved by the audit committee of the Receiver Board. Subject to the preceding sentence, this agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. For the avoidance of doubt, this agreement shall be unaffected by a change of control in Quarterback.

15.2 This agreement and the documents referred to in it contain the whole agreement between the parties relating to the arrangements contemplated by it and supersede all previous agreements between the parties relating to these arrangements.

15.3 This agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart.

15.4 If any provision (or part thereof) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable but would be valid or enforceable if some part(s) of the relevant provision were deleted, the provision (or part thereof) in question shall be deemed to be modified to effect such deletions and shall remain in full force and effect as so modified.

15.5 Quarterback shall not, and shall not permit any member of the Quarterback Group to, Transfer a majority of the Voting Securities to any Person or "group" (a **Transferee**), in any transaction or series of related transactions, unless such Transferee agrees in writing to (i) assume all of the Quarterback Group's obligations hereunder, *mutatis mutandis* (unless the Transferee is offering to acquire, through tender offer, merger or otherwise, 100% of the share capital of Receiver), and (ii) cooperate with Receiver and take whatever actions are reasonably necessary to ensure that the provisions of the Constituent Documents that apply specifically to the Quarterback Group are amended to apply instead to the Transferee and its Affiliates (other than Receiver and its Affiliates), and, in connection therewith, Quarterback may assign its rights and transfer its obligations hereunder to a Transferee.

15.6 Voting Securities held by any member of the Quarterback Group shall bear the following legend: "The securities represented by this certificate were originally issued on [_____], 2008, and have not been registered under the Securities Act of 1933, as amended."

15.7 For so long as the Quarterback Group owns at least 10% of the Voting Securities, as soon as reasonably practicable following Quarterback's request, Receiver shall negotiate in good faith with Quarterback to provide Quarterback with customary registration rights.

16. NOTICES

16.1 Except as otherwise agreed between the parties, a notice, approval, consent or other communication in connection with this agreement:

(a) must be in writing in the English language;

(b) must be left at the address of the addressee or sent by pre-paid express or overnight post (airmail if posted to or from a place outside the United States) to the address of the addressee or sent by e-mail or facsimile to the e-mail address or facsimile number of the addressee which is specified in this subclause or if the addressee notifies another address, e-mail address or facsimile number in the United States then to that address, e-mail address or facsimile number.

The address, e-mail address and facsimile number of each party at the date of this agreement are:

Receiver

Address:	222 Merchandise Mart Plaza Suite 2024 Chicago, IL 60654 United States of America
E-mail Address:	brian.vandenberg@allscripts.com
Facsimile:	312-506-1208
Attention:	Brian Vandenberg, General Counsel

With a copy (which shall not constitute notice) to Sidley Austin LLP:

Address:	One South Dearborn Street, Chicago, IL 60603 United States of America
E-mail Address:	flowinger@sidley.com; ggerstman@sidley.com
Facsimile:	+1 312 853-7036
Attention:	Frederick C. Lowinger; Gary D. Gerstman

Quarterback

Address:	125 Kensington High Street London W8 5SF United Kingdom
E-mail Address:	dan.fitz@misys.com; andrea.gray@misys.com
Facsimile:	+44 20 7368 2400
Attention:	EVP Group General Counsel & Company Secretary

With a copy (which shall not constitute notice) to Debevoise & Plimpton LLP:

Address:	919 Third Avenue New York, NY 10022 United States of America
E-mail Address:	albab@debevoise.com
Facsimile:	+1 212 909-6836
Attention:	Andrew L. Bab, Esq.

16.2 A notice, approval, consent or other communication shall take effect from the time it is received (or, if earlier, the time it is deemed to be received in accordance with subclause 16.3 below) unless a later time is specified in it.

16.3 A notice, approval, consent or other communication is deemed to be received:

(a) in the case of a posted letter, unless actually received earlier, on the third (seventh, if posted to or from a place outside the United States) day after posting;

(b) in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and

(c) in the case of an e-mail, one day after the e-mail has been properly sent.

17. GOVERNING LAW AND JURISDICTION

This agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

18. ENFORCEMENT

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions or other appropriate equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief. In addition, each of the parties hereto (a) submits to the personal jurisdiction of the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware) in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), and (d) irrevocably waives any and all right to trial by jury with respect to any action related to or arising out of this Agreement or the transactions contemplated hereby.

Notwithstanding any other provision of this Agreement or any agreement contemplated hereby to the contrary, in the event that, after the Effective Time (a) there is any action, suit, proceeding, litigation or arbitration between Receiver and Quarterback, or (b) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Agreement or any agreement contemplated hereby) by Receiver against Quarterback, or by Quarterback against Receiver, all determinations of Receiver after the Effective Time relating to such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by Receiver whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by Receiver relating to the prosecution or defense thereof), shall be made by Receiver and shall be approved by the audit committee of the Receiver Board.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Glen Tullman
Name: Glen E. Tullman
Title: Chief Executive Officer

MISYS PLC

By: /s/ J. Michael Lawrie
Name: J. Michael Lawrie
Title: Chief Executive Officer

Exhibit 17.1

From: John McConnell
Sent: Monday, March 17, 2008 6:22 PM
To: Glen Tullman
Cc: 'Bob Compton'; 'Phil Green'; 'Michael Kluger'; 'Gus Gamache'; 'Bernie Goldstein'; 'Fazle Husain'
Subject:

Glen, I just wanted to make my resignation from the Allscripts Board official at 6:53 pm March 17th, 2008, since I previously communicated my intent to immediately leave the Board on tonight's call. One of the major reasons for my departure is that I have worked with the vast majority of employees of the combining companies and I do not want to be involved in a synergy savings plan that will potentially eliminate hundreds of jobs in the combined business. Therefore, I am leaving before a final decision is reached on the proposed acquisition plan. Secondly, I sincerely think that the proposed acquisition by Maple of Allscripts is not in the best interest of our shareholders. Our market capitalization is at a very low value today, and yet we have a company that has a solid future with the right strategic plan and leadership in place without this proposed sale. Thirdly, let me reiterate that I have not shared any confidential information with anyone concerning this transaction. Certainly, any credible bidder for Allscripts would conduct their own due diligence and reach their own investment decision without relying on any other information. For the past two years, I have certainly enjoyed my working relationship with you and my peers on the Board.

John P. McConnell