UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

ALLSCRIPTS—MISYS HEALTHCARE SOLUTIONS, INC.

(Name of Issuer)

Common Stock, $0.01 Par Value

(Title of Class of Securities)

01988P108

(CUSIP Number)

Thomas E. Kilroy, Esq.
Misys plc
One Kingdom Street
Paddington
London W2 6BL
United Kingdom
44 (0)20 3320 5000

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Allen & Overy LLP
1221 Avenue of the Americas
New York, New York 10020
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(212) 610-6300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 9, 2010

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter dis-closures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 01988P108

1.	NAME OF REPORTING PERSON MISYS PLC I.R.S. IDENTIFICATION NO. OF ABOVE PERSON n/a	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☐ (b) ☐	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7.**	SOLE VOTING POWER
	8.	SHARED VOTING POWER 79,811,511
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER 79,811,511
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 79,811,511	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 54.6%	
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

CUSIP No. 01988P108

1.	NAME OF REPORTING PERSON MISYS PATRIOT US HOLDINGS LLC I.R.S. IDENTIFICATION NO. OF ABOVE PERSON n/a	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☐ (b) ☐	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7.**	SOLE VOTING POWER
	8.	SHARED VOTING POWER 61,308,295
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER 61,308,295
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 61,308,295	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 41.9%	
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

CUSIP No. 01988P108

1.	NAME OF REPORTING PERSON MISYS PATRIOT LIMITED I.R.S. IDENTIFICATION NO. OF ABOVE PERSON n/a	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☐ (b) ☐	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (SEE INSTRUCTIONS) BK, OO	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7.**	SOLE VOTING POWER
	8.	SHARED VOTING POWER 18,503,216
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER 18,503,216
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,503,216	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.7%	
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

INTRODUCTORY STATEMENT

This Amendment No. 3 (this "Amendment") amends the Schedule 13D initially filed on October 20, 2008 (the "Original Filing"), as amended by Amendment No. 1 filed on February 11, 2009 (the "First Amendment") and by Amendment No. 2 filed on February 26, 2010 (the "Second Amendment"), each relating to the common stock, par value $0.01, of Allscripts-Misys Healthcare Solutions, Inc. (the "Company"). Information reported in the Original Filing, as amended or superseded by information contained in the First Amendment and the Second Amendment, remains in effect except to the extent that it is amended or superseded by information contained in this Amendment.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The disclosure in Item 3 of the Second Amendment is hereby amended and supplemented by adding the following statement after the final paragraph thereof:

Misys plc ("Misys") has repaid in full all financial indebtedness incurred under both the Multicurrency Revolving Credit Agreement and the Senior Subordinated Credit Agreement with funds drawn from a £210 million term and multicurrency revolving credit facilities agreement dated May 26, 2009 (as amended on June 23, 2009, amended and restated on March 5, 2010 and amended on April 29, 2010) among Misys, The Royal Bank of Scotland plc, HSBC Bank plc, Barclays Capital, Clydesdale Bank plc (trading as Yorkshire Bank) and KfW IPEX-Bank GmbH, London Branch (the "Term and Revolving Credit Agreement"). Misys obtained consents and releases of security from the lenders under the Term and Revolving Credit Agreement to allow it to complete the Coniston Transactions (defined and described in Item 6 below). The amended and restated Term and Revolving Credit Agreement and the subsequent amendment thereto are attached hereto as Exhibits 99.8 and 99.9, respectively, and incorporated by reference herein.

ITEM 4. PURPOSE OF TRANSACTION

The disclosure in Item 4 of this Schedule 13D is hereby amended and restated as follows:

Misys, through its wholly owned subsidiaries Misys Holdings Inc. ("MHI") and Misys Patriot Limited ("MPL"), acquired 82,886,017 shares of common stock of the Company, par value $0.01 per share ("Company Common Stock") on October 10, 2008 with the purpose of controlling the Company and realizing an economic benefit from increased value to be created by synergies between Misys Healthcare Systems, LLC and the Company. On October 10, 2008, MHI made a capital contribution of 64,028,875 shares of Company Common Stock to Misys Patriot US Holdings LLC ("MPUSH").

Framework Agreement

On June 9, 2010, Misys entered into a Framework Agreement (the "Framework Agreement") with the Company. Pursuant to the Framework Agreement, Misys and the Company agreed, among other things and subject to certain conditions, that the Company would repurchase from Misys and certain of its affiliates 24,442,083 shares of Company Common Stock and that Misys and certain of its affiliates would concurrently sell in a registered public secondary offering at least 36 million additional shares of Company Common Stock. The effect of these transactions would be to reduce Misys' existing indirect ownership interest in the Company. As of April 7, 2010, Misys held indirectly 79,811,511 shares of Company Common Stock, representing approximately 54.6% of the aggregate voting power of the Company's capital stock. Upon completion of the Coniston Transactions described below, Misys will hold, directly or indirectly through one of more of its subsidiaries, a maximum of 19,369,428 shares of Company Common Stock.

Subject to the terms and conditions of the Framework Agreement, Misys and the Company have agreed that:

- 100% of the issued and outstanding shares of an indirect subsidiary of Misys ("Newco"), which will hold 61,308,295 shares of Company Common Stock, will be transferred to the Company in exchange for 61,308,295 newly issued shares of Company Common Stock (such newly issued shares being referred to as the "Exchange Shares" and the transaction described in this bullet being referred to as the "Exchange");
- The Company will repurchase from Misys or from one or more of its indirect subsidiaries 24,442,083 shares of Company Common Stock at an aggregate purchase price of $577.4 million (the "Share Repurchase"), which includes a premium of $117.4 million for the agreement by Misys to divest its control over the Company;

- Misys, directly or through one or more of its subsidiaries, will sell additional shares of Company Common Stock in an underwritten secondary public offering (the "Secondary Offering"); and
- if the Merger (as defined in Item 4) is completed, Misys will have the right to require that the Company repurchase from Misys or from one or more of its indirect subsidiaries 5,313,808 additional shares of Company Common Stock at an aggregate purchase price of $101.6 million (the "Contingent Share Repurchase"), which right may be exercised for up to 10 days after the closing of the Merger.

The Exchange, Share Repurchase and Secondary Offering are referred to collectively as the " Coniston Transactions."

The closing of the Coniston Transactions is subject to certain conditions, including (i) approval of the Coniston Transactions by the shareholders of Misys, (ii) the sale of no fewer than 36 million shares of Company Common Stock in the Secondary Offering at a public offering price of no less than $16.50 per share and (iii) completion of the financing contemplated by the Commitment Letter (described below). The Framework Agreement also provides for certain termination rights for both the Company and Misys, including the right of either party to terminate the Framework Agreement if the closing of the Coniston Transactions has not been completed on or prior to December 9, 2010.

In addition, pursuant to the terms of the Framework Agreement, Misys has also agreed to approve, by written consent, certain amendments to the Company's Second Amended and Restated Certificate of Incorporation that would (i) increase the total number of shares of stock of all classes that the Company is authorized to issue from 200,000,000 to 350,000,000, (ii) upon the closing of the Coniston Transactions, change the name of the Company from "Allscripts-Misys Healthcare Solutions, Inc." to "Allscripts Healthcare Solutions, Inc.", eliminate the ability of the Company's stockholders to act by written consent and elect that the Company be governed by Section 203 of the General Corporation Law of the State of Delaware, among other things, and (iii) upon the closing of the Merger, establish certain committee structures to implement certain agreements in the Merger Agreement and the Amended and Restated Relationship Agreement (described below) related to the board of directors.

The Framework Agreement also provides that, in connection with potential contingent tax exposures relating to the structuring of the transactions, Misys will indemnify the Company for transaction taxes imposed on the Company or any of its affiliates as a result of the Company's acquisition of Newco in connection with the Exchange. Misys will provide a bank guarantee in the amount of $168 million to secure this indemnification obligation. Misys will also indemnify the Company for historical taxes imposed on Newco for periods prior to the closing of the Coniston Transactions, and will provide a $45 million bank guarantee to secure this indemnification obligation.

The Framework Agreement also provides that, upon the completion of the Exchange and the Share Repurchase, the Company and Misys will amend and restate the Relationship Agreement entered into on March 17, 2008, as amended on August 14, 2008 and January 5, 2009 (the " Amended and Restated Relationship Agreement"). Under the existing Relationship Agreement, Misys is entitled to nominate six out of the ten members of the Company's board of directors, including the chairman of the board. When the Company and Misys enter into the Amended and Restated Relationship Agreement, Misys will be entitled to nominate two directors, which will be permanently reduced to one director if at any time Misys owns fewer than 15.5 million shares of Company Common Stock for a period of ten consecutive business days, and which right will be permanently eliminated if Misys owns fewer than 5.0% of the then outstanding shares of Company Common Stock for ten consecutive business days. The Amended and Restated Relationship Agreement will also contain a customary standstill provision, restricting Misys' ability to acquire securities of the Company for a period of five years after the closing of the Coniston Transactions. In addition, for a period of eighteen months after the closing of the Coniston Transactions, Misys would be obligated, subject to certain exceptions, not to deploy, sell, license or market any electronic medical health record or physician practice management software, related applications or solutions in any country in the world where the Company is conducting such operations on the date of the Framework Agreement, or utilize the name "Misys" or any trade name, trademark, brand name, domain name or logo containing or associated with the name "Misys" in connection with any healthcare information technology solutions.

The foregoing descriptions of the Framework Agreement and the Form of Amended and Restated Relationship Agreement are qualified in their entirety by the terms and conditions of the Framework Agreement and the Form of Amended and Restated Relationship Agreement, the full text of which are filed as Exhibits 99.10 and 99.11 to this report, respectively, and are incorporated herein by reference.

Misys currently expects that at the closing of the Coniston Transactions, Kelly Barlow, Sir Dominic Cadbury, Cory Eaves and J. Michael Lawrie will resign from the board of directors of the Company and that John King and Stephen Wilson will continue as directors nominated by Misys.

Misys currently plans to return the net proceeds of the Coniston Transactions to its shareholders, after transaction fees and a paydown of £75 million of Misys' debt.

Registration Rights Agreement

In connection with the Framework Agreement, Misys and certain of its affiliates also entered into a registration rights agreement with the Company (the "Registration Rights Agreement"), which provides that for so long as Misys and its affiliates hold at least 5% of the then outstanding number of shares of Company Common Stock, Misys and its affiliates will have the right to require the Company, on not more than three occasions, to file a registration statement under the federal securities laws registering the sale of all or a portion of the shares of Company Common Stock owned by Misys and its affiliates that are not otherwise freely tradable. For a period of three years after the date of the Registration Rights Agreement, the Company also agreed to allow Misys to participate in any registration statement proposed to be effected by the Company, subject to restrictions in the event that Misys' participation would adversely affect the Company's registration.

The foregoing description of the Registration Rights Agreement is qualified in its entirety by the terms and conditions of the Registration Rights Agreement, the full text of which is filed as Exhibit 99.12 to this report and is incorporated herein by reference.

Voting Agreements

In connection with the Merger, Misys and certain of its affiliates entered into a voting agreement with the Company and Eclipsys pursuant to which Misys and its affiliates agreed to vote 15.5 million shares of Company Common Stock owned or held by them in favor of the Company Share Issuance.

In connection with the Framework Agreement, Misys, the Company and Eclipsys entered into a voting agreement with ValueAct Capital Master Fund L.P. ("ValueAct"), a shareholder of Misys, pursuant to which ValueAct agreed, among other things, to vote its shares of Misys (approximately 25.7% of Misys' outstanding shares) at the Misys general meeting in support of the transactions contemplated by the Framework Agreement.

The foregoing descriptions of the voting agreement among Misys and certain of its affiliates, the Company and Eclipsys, and the voting agreement among Misys, ValueAct, the Company and Eclipsys, are qualified in their entirety by the terms and conditions of such voting agreements, the full texts of which are filed as Exhibits 99.13 and 99.14 to this report, respectively, and are incorporated herein by reference.

Amendment of Shared Services Agreement

On June 9, 2010, Misys and the Company entered into an Extension and Amendment Agreement (the " Shared Services Amendment") to the Shared Services Agreement dated March 1, 2009 and effective as of October 10, 2008 between Misys and the Company (the " Shared Services Agreement"), which (i) extends the term of the Shared Services Agreement until the earlier of October 10, 2010 and the closing of the Coniston Transactions and (ii) provides for certain amendments to the services to be provided and the terms of service thereunder.

The foregoing description of the Shared Services Amendment is not intended to be complete and is qualified in its entirety by reference to the Shared Services Amendment, the full text of which is filed as Exhibit 99.15 to this report and is incorporated herein by reference.

Transitional Services Agreement

Misys and the Company will enter into a Transitional Services Agreement to be effective from the date of closing of the Coniston Transactions (the "Transitional Services Agreement"). Pursuant to the Transitional Services Agreement, (i) the Company will provide Misys with certain financial services, tax services and information systems services and (ii) Misys will provide the Company with certain support services for its Manila facility, R&D services and information systems services. The services will be provided for varying lengths of time at fully arms-length commercially agreed rates, in each case as set out in the schedules to the Transitional Services Agreement.

The foregoing description of the Transitional Services Agreement is not intended to be complete and is qualified in its entirety by reference to the Transitional Services Agreement, the full text of which is filed as Exhibit 99.16 to this report and is incorporated herein by reference.

On June 9, 2010, the Company entered into an Agreement and Plan of Merger (the " Merger Agreement") with Eclipsys Corporation, a Delaware corporation ("Eclipsys"), and Arsenal Merger Corp., a Delaware corporation and wholly owned subsidiary of the Company (" Merger Sub"). The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into Eclipsys, with Eclipsys surviving as a wholly owned subsidiary of the Company (the "Merger").

Subject to the terms and conditions of the Merger Agreement, which has been approved and adopted by the boards of directors of both the Company and Eclipsys, at the effective time of the Merger (the "Effective Time"), each share of Eclipsys common stock, par value $0.01 per share (" Eclipsys Common Stock"), issued and outstanding immediately prior to the Effective Time, other than those shares owned by the Company, Eclipsys or any of their respective subsidiaries, will be converted into the right to receive 1.2 shares (the " Exchange Ratio") of Company Common Stock.

Completion of the Merger is also subject to certain conditions, including (i) adoption of the Merger Agreement by Eclipsys' stockholders, (ii) approval of the issuance of Company Common Stock in connection with the Merger (the " Company Share Issuance") by the Company's stockholders, (iii) expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act and (iv) closing of the Coniston Transactions. The Merger Agreement also provides for certain termination rights for both the Company and Eclipsys, including the right of either party to terminate the Merger Agreement if the Merger has not been completed on or prior to December 16, 2010. Upon termination of the Merger Agreement under specified circumstances, the Company and Eclipsys may be required to pay the other party's transaction expenses up to $5,000,000, or a termination fee of $17,675,000 or $40,000,000, depending on the date on which the Merger Agreement is terminated and the reasons for termination.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Item 6 of this Schedule 13D is hereby amended and supplemented by adding the following after the final paragraph thereof:

The response to Item 4 above of this Third Amendment is hereby incorporated by reference in its entirety into this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the Original Filing is hereby amended to add the following:

Exhibit 99.8	£210 million Term and Multicurrency Revolving Credit Facilities Agreement, dated May 26, 2009 and amended and restated on March 5, 2010, among Misys plc, The Royal Bank of Scotland plc, HSBC Bank plc, Barclays Capital, Clydesdale Bank plc (trading as Yorkshire Bank) and KfW IPEX-Bank GmbH, London Branch.
Exhibit 99.9	Amendment, dated April 29, 2010, to £210 million Term and Multicurrency Revolving Credit Facilities Agreement dated May 26, 2009 and amended and restated on March 5, 2010 among Misys plc, The Royal Bank of Scotland plc, HSBC Bank plc, Barclays Capital, Clydesdale Bank plc (trading as Yorkshire Bank) and KfW IPEX-Bank GmbH, London Branch.
Exhibit 99.10	Framework Agreement, dated as of June 9, 2010, by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.
Exhibit 99.11	Form of Amended and Restated Relationship Agreement to be entered into by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.
Exhibit 99.12	Registration Rights Agreement, dated as of June 9, 2010, by and among Misys plc, Kapiti Limited, ACT Sigmex Limited and Allscripts-Misys Healthcare Solutions, Inc.
Exhibit 99.13	Voting Agreement, dated as of June 9, 2010, by and among Misys plc, Misys Patriot US Holdings LLC, Misys Patriot Limited, Allscripts-Misys Healthcare Solutions, Inc. and Eclipsys Corporation.
Exhibit 99.14	ValueAct Agreement, dated as of June 9, 2010, by and among Misys plc, ValueAct Capital Master Fund L.P., Allscripts-Misys Healthcare Solutions, Inc. and Eclipsys Corporation.
Exhibit 99.15	Extension and Amendment Agreement to the Shared Services Agreement, dated as of June 9, 2010, by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.
Exhibit 99.16	Form of Transitional Services Agreement to be entered into by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 10, 2010

MISYS PLC

By: /s/ Thomas E. Kilroy
Name: Thomas E. Kilroy
Title: Executive Vice President, General Counsel and Company Secretary

MISYS PATRIOT US HOLDINGS LLC

By: /s/ Darryl Smith
Name: Darryl Smith
Title: Authorized signatory

MISYS PATRIOT LTD.

By: /s/ Sarah E. H. Brain
Name: Sarah E. H. Brain
Title: Authorized signatory

INDEX OF EXHIBITS

Exhibit No.	Description
99.8	£210 million Term and Multicurrency Revolving Credit Facilities Agreement, dated May 26, 2009 and amended and restated on March 5, 2010, among Misys plc, The Royal Bank of Scotland plc, HSBC Bank plc, Barclays Capital, Clydesdale Bank plc (trading as Yorkshire Bank) and KfW IPEX-Bank GmbH, London Branch.
99.9	Amendment, dated April 29, 2010, to £210 million Term and Multicurrency Revolving Credit Facilities Agreement dated May 26, 2009 and amended and restated on March 5, 2010 among Misys plc, The Royal Bank of Scotland plc, HSBC Bank plc, Barclays Capital, Clydesdale Bank plc (trading as Yorkshire Bank) and KfW IPEX-Bank GmbH, London Branch.
99.10	Framework Agreement, dated as of June 9, 2010, by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.
99.11	Form of Amended and Restated Relationship Agreement to be entered into by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.
99.12	Registration Rights Agreement, dated as of June 9, 2010, by and among Misys plc, Kapiti Limited, ACT Sigmex Limited and Allscripts-Misys Healthcare Solutions, Inc.
99.13	Voting Agreement, dated as of June 9, 2010, by and among Misys plc, Misys Patriot US Holdings LLC, Misys Patriot Limited, Allscripts-Misys Healthcare Solutions, Inc. and Eclipsys Corporation.
99.14	ValueAct Agreement, dated as of June 9, 2010, by and among Misys plc, ValueAct Capital Master Fund L.P., Allscripts-Misys Healthcare Solutions, Inc. and Eclipsys Corporation.
99.15	Extension and Amendment Agreement to the Shared Services Agreement, dated as of June 9, 2010, by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.
99.16	Form of Transitional Services Agreement to be entered into by and between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.

Exhibit 99.8

EXECUTION VERSION

AMENDMENT AND RESTATEMENT AGREEMENT

dated 5 March 2010

for

MISYS PLC

with

HSBC BANK PLC

acting as Agent

RELATING TO A FACILITY AGREEMENT DATED

26 May 2009

Linklaters

Ref: L-162358

Linklaters LLP

CONTENTS

THE SCHEDULES

THIS AGREEMENT is dated 5 March 2010 and made between:

(1) MISYS PLC a company incorporated in England and Wales with company number 1360027 for itself and as agent of the Obligors (the **"Company");** and

(2) HSBC BANK PLC as agent of the Lenders (the "**Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Amended Agreement" means the Original Facility Agreement, as amended by this Agreement.

"Original Facility Agreement" means the £210,000,000 term and multicurrency revolving credit facilities agreement dated 26 May 2009 as amended on 23 June 2009 between the Company, certain Subsidiaries of the Company as borrowers and guarantors, the Agent, the Arrangers named in it and the Lenders named in it.

"Party" means a party to this Agreement.

1.2 Incorporation of defined terms

(a) Unless a contrary indication appears, terms defined in the Original Facility Agreement have the same meaning in this Agreement.

(b) The principles of construction set out in the Original Facility Agreement shall have effect as if set out in this Agreement.

1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

1.4 Designation

In accordance with the Original Facility Agreement, each of the Company and the Agent designate this Agreement as a Finance Document.

2. REPRESENTATIONS

2.1 Repeating Representations

Each Obligor makes the Repeating Representations, and the representations and warranties in Clause 19.5 *(Validity and admissibility in evidence)* and 19.7 *(No filing or stamp taxes)* of the Original Facility Agreement, by reference to the facts and circumstances then existing on the date of this Agreement but as if references in Clause 19 *(Representations)* of the Original Facility Agreement to "the Finance Documents" were instead to this Agreement and to the Amended Agreement.

2.2 **Information**

The Company represents and warrants that all information supplied by or on behalf of it to the Lenders in connection with this Agreement and the Amended Agreement is true and accurate in all material respects and no information has been given or withheld that results in the information contained in this Agreement and the Amended Agreement being untrue or misleading in any material respect either when provided or as at the date of this Agreement.

3. **AMENDMENT**

3.1 **Amendment**

With effect from the date hereof the Original Facility Agreement shall be amended and restated in the form set out in Schedule 1 *(Form of Amended Agreement).*

3.2 **Continuing obligations**

The provisions of the Original Facility Agreement and the other Finance Documents (including the guarantee and indemnity of each Guarantor) shall, save as amended by this Agreement, continue in full force and effect.

4. **TRANSACTION EXPENSES**

The Company shall within three Business Days of demand reimburse the Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent in connection with the negotiation, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement.

5. **MISCELLANEOUS**

5.1 **Incorporation of terms**

The provisions of Clause 31 (*Notices*) and Clause 38 (*Enforcement*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" are references to this Agreement.

5.2 **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

6. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

Form of Amended Agreement

SIGNATURES TO AMENDMENT AND RESTATEMENT AGREEMENT

MISYS PLC

for itself and as agent for each of the other Obligors

By: /s/ James Gelly
James Gelly

HSBC BANK PLC

in its capacity as Agent for an on behalf of the Lenders

By: /s/ Chris Merrett
Chris Merrett
Authorised Signature

Dated 26 May 2009
as amended on 23 June 2009 and as amended and restated on 5 March 2010

£210,000,000

TERM AND MULTICURRENCY REVOLVING CREDIT FACILITIES AGREEMENT

for

MISYS PLC
as Company

arranged by
THE ROYAL BANK OF SCOTLAND PLC, HSBC BANK PLC, BARCLAYS CAPITAL
CLYDESDALE BANK PLC (trading as YORKSHIRE BANK)
and KFW IPEX-BANK GMBH LONDON BRANCH

with

HSBC BANK PLC
as Agent

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

Linklaters

Ref: BG/JAI/KN

Linklaters LLP

CONTENTS

SECTION 9
CHANGES TO PARTIES

THIS AGREEMENT is dated 26 May 2009 and made between:

(1) MISYS PLC. a company incorporated in England and Wales with company number 1360027 (the "**Company**");

(2) THE SUBSIDIARIES of the Company listed in Part I of Schedule 1 (*Original Parties*) as original guarantors (together with the Company the "**Original Obligors**");

(3) THE ROYAL BANK OF SCOTLAND PLC, HSBC BANK PLC, BARCLAYS CAPITAL CLYDESDALE BANK PLC (trading as YORKSHIRE BANK) and KFW IPEX-BANK GMBH LONDON BRANCH as mandated lead arrangers (whether acting individually or together, the "**Arranger**");

(4) THE FINANCIAL INSTITUTIONS listed in Part II of Schedule 1 (*Original Parties*) as original lenders (the "**Original Lenders**");

(5) HSBC BANK PLC as agent of the Lenders (the "**Agent**"); and

(6) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as security agent for the Finance Parties (the "**Security Agent**").

IT IS AGREED as follows:

SECTION 1

INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Acceptable Bank**" means a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited.

"**Accession Letter**" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) or in any other form agreed between the Company and the Agent.

"**Acquisition**" has the meaning given to it in Clause 22.12 (*Prohibited acquisitions*).

"**Additional Borrower**" means a company or partnership which becomes an Additional Borrower in accordance with Clause 25 (*Changes to the Obligors*).

"**Additional Guarantor**" means a company or partnership which becomes an Additional Guarantor in accordance with Clause 25 (*Changes to the Obligors*).

"**Additional Obligor**" means an Additional Borrower or an Additional Guarantor.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and, in respect of Clydesdale Bank PLC (trading as Yorkshire Bank) only, includes National Australia Bank Limited (ABN 12 004 044 937).

"**Agent's Spot Rate of Exchange**" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11.00 a.m. on a particular day.

"**Agreed Form**" means, in relation to a document, that:

(a) it is in a form initialled by or on behalf of the Company and the Agent on or before the signing of this Agreement for the purposes of identification; or

(b) if not falling within paragraph (a) above, it is in form and substance satisfactory to the Agent (acting reasonably) and initialled by or on behalf of the Agent for the purposes of identification.

"**Amendment Agreement**" means the amendment and restatement agreement dated 5 March 2010, and entered into between the Company (for itself and on behalf of the Obligors) and the Agent as agent of the Lenders, pursuant to which this Agreement is amended and restated.

"**Allscripts**" means Allscripts-Misys Healthcare Solutions, Inc.

"**Allscripts Group**" means Allscripts together with its Subsidiaries from time to time.

"**Allscripts Holding Companies**" means Misys Patriot Limited and Misys Patriot US Holdings LLC.

"**Anti-Terrorism Law**" has the meaning given to it in Clause 19.17 (*U.S. matters*).

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Availability Period**" means:

(a) in relation to a Loan advanced for the Refinancing Purpose, the period from and including the date of this Agreement to and including the date falling 14 days after the date of this Agreement; and

(b) in relation to a Facility B Loan advanced for any other purpose, the period from and including the date of this Agreement to and including the date falling one month before the Termination Date applicable to Facility B.

"**Available Commitment**" means, in relation to a Facility, a Lender's Commitment under that Facility minus:

(a) the Base Currency Amount of its participation in any outstanding Loans under that Facility; and

(b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Loans that are due to be made under that Facility on or before the proposed Utilisation Date,

other than, in relation to any proposed Utilisation under Facility B only, that Lender's participation in any Facility B Loans that are due to be repaid or prepaid on or before the proposed Utilisation Date.

"**Available Facility**" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"**Base Case**" means the economic base case model in relation to the Group, prepared by the Company dated April 2009.

"**Base Currency**" or "**£**" means pounds sterling.

"**Base Currency Amount**" means the amount specified in the Utilisation Request delivered by a Borrower for that Loan (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request) adjusted to reflect any repayment or prepayment of the Loan.

"**Board**" means the Board of Governors of the Federal Reserve System of the United States (or any successor thereto).

"**Borrower**" means a Facility A Borrower or a Facility B Borrower.

"**Borrower Transfer Agreement**" means an agreement effecting a transfer of Loans between Borrowers in accordance with Clause 25.8 (*Transfer of Loans between Borrowers*) in the form of Schedule 10 (*Form of Borrower Transfer Agreement*) with such amendments as the Agent and the Company may agree.

"**Break Costs**" means the amount (if any) by which:

(a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Budget**" means each budget supplied under and complying with Clause 20.4 (*Annual Budget*).

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"**Charged Assets**" means the assets over which Security is expressed to be created pursuant to any Security Document.

"**Code**" means, at any date, the United States Internal Revenue Code of 1986, as the same may be in effect at such date.

"**Commitment**" means a Facility A Commitment or Facility B Commitment.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*).

"**Confidential Information**" means all information relating to the Company, any Obligor, the Group, the Finance Documents or a Facility in respect of which a Finance Party becomes aware in its capacity as a Finance Party or which is received by a Finance Party in relation to the Finance Documents or the Facilities from either:

(a) any member of the Group or any of its advisers, or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of a Finance Document or any confidentiality undertaking; or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality;

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in the form recommended by the LMA or in any other form agreed between the Company and the Agent.

"**CTA**" means the Corporation Tax Act 2009.

"**Debt Purchase Transaction**" means, in relation to a person, a transaction where such person:

(a) purchases by way of assignment or transfer;

(b) enters into any sub-participation in respect of; or

(c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under this Agreement.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Defaulting Lender**" means any Lender:

(a) which has failed to make its participation in a Loan available or has notified the Agent that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' participation*);

(b) which has otherwise rescinded or repudiated a Finance Document; or

(c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within five Business Days of its due date; or

(ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Dormant Company**" means a company:

(a) which has been dormant since its incorporation or since the end of its previous financial year (and for this purpose "**dormant**" has the meaning given to it in Section 1169(1) of the Companies Act 2006);

(b) the value of whose total assets is less than £5,000 (or its equivalent in another currency or currencies); and

(c) which holds no shares in any other person (other than another Dormant Company).

"**Environmental Claim**" means any claim, proceeding or investigation by any person in respect of any Environmental Law.

"**Environmental Law**" means any applicable law in any jurisdiction in which any member of the Restricted Group conducts business which relates to the pollution or protection of the environment or harm to or the protection of human health.

"**Environmental Permits**" means any permit, licence, consent, approval and other authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Restricted Group conducted on or from the properties owned or used by the relevant member of the Restricted Group.

"**Equity Offering**" means the issue after the date of this Agreement by a member of the Restricted Group of any share capital or any option, warrant or other right to call for the issue of or allotment of, subscribe for, purchase or otherwise acquire any of its share capital (including any right of pre-emption, conversion or exchange) by way of public offer, private placement or rights issue other than to another member of the Restricted Group.

"**Equity Offering Proceeds**" means the cash proceeds of any Equity Offering received by a member of the Restricted Group (other than to the extent such proceeds constitute Net Debt Proceeds) after deducting:

(a) fees and transaction costs properly incurred in connection with that Equity Offering; and

(b) any Taxes payable or reserved against in accordance with GAAP in connection with that Equity Offering,

but ignoring any Equity Offering where the cash proceeds of such Equity Offering (after the applicable deductions specified above) do not exceed £1,500,000.

"**ERISA**" means, at any date, the United States Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued under it, all as the same may be in effect at such date.

"**ERISA Affiliate**" means, in relation to the Company, any person (as defined in section 3(9) of ERISA) which, together with the Company, is treated as a "single employer" under sections 414(b), (c), (m) or (o) of the Code.

"**EURIBOR**" means, in relation to any Loan in euro:

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for the Interest Period of that Loan) the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request quoted by the Reference Banks to leading banks in the European interbank market,

as of the Specified Time on the Quotation Day for the offering of deposits in euro for a period comparable to the Interest Period of the relevant Loan.

"**Event of Default**" means any event or circumstance specified as such in Clause 23 (*Events of Default*).

"**Existing Financial Indebtedness**" means all existing Financial Indebtedness incurred by any member of the Group, under the Existing Revolving Facility Agreement and the Existing Subordinated Facility Agreement.

"**Existing Revolving Facility Agreement**" means the multicurrency revolving credit agreement dated 29 September 2008 (as amended) between, amongst others, the Company and certain financial institutions.

"**Existing Security**" means all security interests granted by Misys Holdings Limited or Misys Holdings Inc. to the Security Agent under or pursuant to the Existing Revolving Facility Agreement.

"**Existing Subordinated Facility Agreement**" means the subordinated loan agreement dated 29 September 2008 (as amended) between, among others, the Company and Value Act Capital Master Fund, L.P.

"**Facility**" means Facility A or Facility B.

"**Facility A**" means the term loan facility made available under this Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*).

"**Facility A Borrower**" means:

(a) the Company; and

(b) any Additional Borrower under Facility A,

unless it has ceased to be a Facility A Borrower in accordance with Clause 25 (*Changes to the Obligors*).

"**Facility A Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 (*Original Parties*) and the amount of any other Facility A Commitment transferred or assigned to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred or assigned to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility A Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Facility A Lender in accordance with Clause 2.2 (*Increase*) or Clause 24 (*Changes to the Lenders*),

which, in each case, has not ceased to be a Facility A Lender in accordance with this Agreement.

"**Facility A Loan**" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"**Facility B**" means the revolving credit facility made available under this Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*).

"**Facility B Borrower**" means:

(a) the Company; and

(b) any Additional Borrower under Facility B,

unless it has ceased to be a Facility B Borrower in accordance with Clause 25 (*Changes to the Obligors*).

"**Facility B Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*Original Parties*) and the amount of any other Facility B Commitment transferred or assigned to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred or assigned to it under this Agreement,

to the extent not cancelled, reduced, transferred or assigned by it under this Agreement.

"**Facility B Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Facility B Lender in accordance with Clause 2.2 (*Increase*) or Clause 24 (*Changes to the Lenders*),

which, in each case, has not ceased to be a Facility B Lender in accordance with this Agreement.

"**Facility B Loan**" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"**Facility Office**" means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"**Fee Letter**" means each letter dated on or about the date hereof between, as the case may be, the Agent and the Company (or the Security Agent and the Company or the Arranger and the Company) setting out the fees referred to in Clause 12 (*Fees*) or paragraph (e) of Clause 2.2 (*Increase*).

"**Finance Document**" means this Agreement, any Fee Letter, any Accession Letter, any Security Document, any Resignation Letter, any Borrower Transfer Agreement and any other document designated as such by the Agent and the Company.

"**Finance Party**" means the Agent, the Arranger, the Security Agent or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold or discounted on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing other than a purchase agreement for assets or services (i) acquired in the ordinary course of trading, or (ii) under which the purchase price is payable 90 days or less after the supply of those goods or services;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(i) any amount raised by the issue of redeemable shares; or

(j) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above,

excluding any indebtedness owed by one member of the Restricted Group to another.

A certificate signed by both the Company and the Agent specifying that certain indebtedness is, or is not, Financial Indebtedness shall be conclusive.

"**Financial Quarter**" means the period commencing on the day immediately following a Quarter Date and ending on the next Quarter Date.

"**Funds Flow Memorandum**" means the sources and uses report showing the funds flow on the Refinancing Completion Date in the Agreed Form prepared by the Company.

"**GAAP**" means, in relation to an Obligor, generally accepted accounting principles in its jurisdiction of incorporation including IFRS.

"**Group**" means, at any time, the Company and its Subsidiaries from time to time.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*).

"**Highest Lawful Rate**" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged or received under the laws applicable to any Obligor or any Finance Party which are presently in effect or, to the extent allowed by law, under such

applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"**IFRS**" means the international financial accounting standards issued by the International Accounting Standards Board, part of the International Accounting Standards Committee Foundation as adopted by the European Union.

"**Impaired Agent**" means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates a Finance Document;

(c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a) or (b) of the definition of Defaulting Lender; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent; unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within five Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Increase Confirmation**" means a confirmation substantially in the form set out in Schedule 12 (*Form of Increase Confirmation*).

"**Increase Lender**" has the meaning given to it in Clause 2.2 (*Increase*).

"**Information Memorandum**" means the document concerning the Group which is to be prepared, at the Company's request and on its behalf, in relation to this transaction and approved by the Company.

"**Insolvency Event**" in relation to a Finance Party means that the Finance Party:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding

seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgement of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;

(g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(h) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence, in any of the foregoing acts.

"**ITA**" means the Income Tax Act 2007.

"**Interest Period**" means:

(a) in relation to a Loan, each period determined in accordance with Clause 10 (*Interest Periods*); and

(b) in relation to an Unpaid Sum, each period determined in accordance with Clause 9.3 (*Default interest*).

"**IRS**" means the United States Internal Revenue Service (or any successor thereto).

"**Lender**" means a Facility A Lender or a Facility B Lender.

"**Liabilities**" has the meaning given to that term in the Security Documents.

"**LIBOR**" means, in relation to any Loan:

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for the currency or Interest Period of that Loan) the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request quoted by the Reference Banks to leading banks in the London interbank market,

as of the Specified Time on the Quotation Day for the offering of deposits in the currency of that Loan and for a period comparable to the Interest Period for that Loan.

"**LMA**" means the Loan Market Association.

"**Loan**" means a Facility A Loan or a Facility B Loan.

"**Luxembourg**" means the Grand Duchy of Luxembourg.

"**Majority Lenders**" means a Lender or Lenders whose participations in Loans and undrawn Commitments aggregate more than 66⅔ per cent. of the aggregate of all the Loans then outstanding and the then undrawn Total Commitments.

"**Mandatory Cost**" means the percentage rate per annum calculated by the Agent in accordance with Schedule 4 (*Mandatory Cost formulae*).

"**Margin**" means:

(a) prior to the delivery of the first Compliance Certificate pursuant to Clause 20.2 (*Compliance Certificate*), 3.25 per cent. per annum;

(b) until the date falling six months after the first Utilisation Date of Facility A, the higher of the rate per annum specified in paragraph (a) above and the rate per annum specified by reference to the ratio of Net Borrowings to Adjusted EBITDA, as per the table below (calculated by reference to the most recent Compliance Certificate); and

(c) after the date falling six months after the first Utilisation Date of Facility A, the rate per annum specified by reference to the ratio of Net Borrowings to Adjusted EBITDA, as per the table below;

Ratio of Net Borrowings to Adjusted EBITDA	**Margin (%)**
Greater than 2.50 : 1	3.50
Greater than 2.00 : 1 but less than or equal to 2.50 : 1	3.25

Ratio of Net Borrowings to Adjusted EBITDA	Margin (%)
Greater than 1.50 : 1 but less than or equal to 2.00 : 1	2.75
Less than or equal to 1.50 : 1	2.50

For the purpose of determining the Margin:

(i) each of "**Adjusted EBITDA**", "**Net Borrowings**" and "**Relevant Period**" has the meaning given to it in Clause 21.1 (*Financial definitions*);

(ii) the ratio of Net Borrowings to Adjusted EBITDA shall be determined by reference to the most recent Compliance Certificate delivered to the Agent pursuant to Clause 20.2 (*Compliance Certificate*); and

(iii) any adjustment to the Margin shall take effect from the date falling three Business Days after receipt by the Agent of a Compliance Certificate delivered to it pursuant to Clause 20.2 (*Compliance Certificate*) save for an adjustment resulting from the occurrence of an Event of Default or from a Compliance Certificate not being delivered in accordance with Clause 20.2 (*Compliance Certificate*), which shall apply immediately upon the date the relevant Event of Default or, as the case may be, non-delivery occurs,

provided that the Margin shall be the highest rate specified in the relevant table if and for so long as an Event of Default is continuing or any Compliance Certificate has not been delivered in accordance with Clause 20.2 (*Compliance Certificate*).

"**Margin Regulations**" means Regulations T, U and X of the Board.

"**Margin Stock**" means "margin stock" or "margin security" within the meaning of the Margin Regulations.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, assets or financial condition of the Restricted Group taken as a whole;

(b) the ability of the Obligors taken as a whole to perform and comply with their payment obligations and the financial covenants under any Finance Document; or

(c) the validity, legality or enforceability of any Security expressed to be created pursuant to any Security Document or on the priority and ranking of any of that Security.

"**Merger**" means the merger of a wholly owned subsidiary of Allscripts with and into Misys Healthcare Systems, LLC on 10 October 2008.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

"**Net Debt Proceeds**" means the cash or cash equivalent proceeds received by a member of the Restricted Group in connection with any Financial Indebtedness borrowed or issued after the date of this Agreement other than:

(i) under the Finance Documents;

(ii) from another member of the Group;

(iii) under hedging or other derivative transactions entered into in the ordinary course of trading for non-speculative transactions;

(iv) working capital facilities made available in the United States in a principal amount not exceeding $6,000,000;

(v) working capital facilities made available in the United Kingdom in a principal amount not exceeding £15,000,000,

after deducting:

(a) any transaction costs and up-front fees properly incurred in connection with the raising of that Financial Indebtedness; and

(b) any amount of such proceeds that are raised to refinance existing Financial Indebtedness of any member of the Restricted Group.

"**Net Proceeds**" means Equity Offering Proceeds, Net Debt Proceeds or Net Sale Proceeds.

"**Net Sale Proceeds**" means the cash or cash equivalent proceeds (including, when received, the cash or cash equivalent proceeds of any deferred consideration, whether by way of adjustment to the purchase price or otherwise, and any amount received in repayment of any intercompany debt owed by any Subsidiary that is subject to the relevant disposal) received by a member of the Restricted Group in connection with the sale, transfer or other disposal by any member of the Restricted Group to a person that is not a member of the Restricted Group of an asset (but excluding any sale, transfer or other disposal which constitutes a Permitted Buyback) for a cash consideration exceeding £3,500,000 per disposal (or its equivalent in another currency or currencies) in respect of any disposal falling within paragraphs (b)(ii), (iii), (v), (viii) or (ix) of Clause 22.5 (*Disposals*)) but excluding any sale, transfer or other disposal which constitutes a Permitted Buyback, and after deducting:

(a) any Taxes payable or reserved against in accordance with GAAP in connection with the relevant sale, transfer or disposal;

(b) any transaction costs incurred in connection with the relevant sale, transfer or disposal; and

(c) if applicable, an amount equal to any provision which the Company reasonably determines it is required to make in its financial statements in accordance with GAAP to reflect its potential liability under the representations, undertakings or indemnities given in connection with the relevant sale, transfer or disposal,

provided further, for the purposes of Clause 8.3 (*Net Proceeds*) only, that such proceeds have not been applied within six months of receipt towards the purchase of other assets for use in the Group's core business or related activities.

"**Obligor**" means a Borrower or a Guarantor.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**Optional Currency**" means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions relating to Optional Currencies*).

"**Original Financial Statements**" means:

(a) in relation to the Company, its audited consolidated financial statements for its financial year ended 31 May 2008; and

(b) in relation to each Additional Obligor, its financial statements delivered by it pursuant to Part II of Schedule 2 (*Conditions precedent*), if any, or the first set of audited financial statements delivered pursuant to Clause 20.1 (*Financial statements*).

"**Original Obligor**" means the Company or an Original Guarantor.

"**Participating Member State**" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"**Party**" means a party to this Agreement and includes its successors in title, permitted assigns and permitted transferees.

"**Pensions Notice**" means:

(a) a contribution notice issued under section 38 or section 47 of the Pensions Act 2004; or

(b) a financial support direction issued under section 43 of the Pensions Act 2004,

in each case issued by the Pensions Regulator to an Obligor in respect of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pension Schemes Act 1993).

"**Pensions Regulator**" means the Pensions Regulator to be established under section 1 of the Pensions Act 2004.

"**Permitted Buyback**" means a buy back of shares by Allscripts, provided that the Restricted Group shall immediately following such buy back own at least 54.5% of the share capital of Allscripts on a fully diluted basis.

"**Phase One Guarantor**" means Kapiti Limited, Summit Systems International Limited, Misys International Banking Systems Limited, Misys IQ Limited, Misys Holdings Limited and Misys Holdings Inc.

"**Phase Two Guarantor**" means an Additional Guarantor incorporated, organised or existing under the laws of a Phase Two Jurisdiction, which is not a Phase One Guarantor.

"**Phase Two Jurisdiction**" means England and Wales, any state of the United States, Germany and Luxembourg.

"**Phase Three Guarantor**" means an Additional Guarantor incorporated, organised or existing under the laws of any jurisdiction other than a Phase Two Jurisdiction..

"**Principal Subsidiary**" means, at any time, a member of the Restricted Group (other than the Company) whose total gross assets (less goodwill), gross revenues or operating profits represent 5 per cent. or more of the consolidated total gross assets (less goodwill), gross revenues or operating profits of the Restricted Group (calculated on a consolidated basis).

For the purpose of determining whether or not a member of the Restricted Group is a Principal Subsidiary:

(a) in the case of a member of the Restricted Group which itself has Subsidiaries within the Restricted Group, the calculation shall be made by comparing the consolidated total gross assets (less goodwill), gross revenues or operating profits of it and its Restricted Subsidiaries to those of the Restricted Group;

(b) revenues which arise from transactions between members of the Restricted Group and which would be eliminated in the consolidated accounts of the Group shall be excluded;

(c) the total gross assets (less goodwill), gross revenues or operating profits of a member of the Restricted Group shall be calculated by reference to its financial statements which were consolidated into the Original Financial Statements of the Company or the Company's most recent audited consolidated financial statements delivered pursuant to Clause 20.1 (*Financial statements*);

(d) the total gross assets (less goodwill), gross revenues or operating profits of the Restricted Group shall be calculated by reference to the Original Financial Statements of the Company or its most recent consolidated audited financial statements delivered pursuant to Clause 20.1 (*Financial statements*), adjusted as appropriate to reflect the total gross assets (less goodwill), gross revenues or operating profits of any person which has become or ceased to be a member of the Restricted Group after the end of the financial period to which those accounts relate;

(e) on a Principal Subsidiary of the Restricted Group transferring all or substantially all of its assets to another member of the Restricted Group, the transferor (if it is not the Holding Company of the transferee) shall cease to be a Principal Subsidiary and (if the

transferee is not the Company or a Principal Subsidiary) the transferee shall become a Principal Subsidiary;

(f) a member of the Restricted Group (if not already a Principal Subsidiary) shall become a Principal Subsidiary on completion of any other intra-Group transfer or reorganisation if it would fulfil any of the tests in the first paragraph of this definition, were all relevant accounts to be prepared as at the completion of that transfer or reorganisation on the basis of the Original Financial Statements of the Company or its most recent consolidated audited financial statements delivered pursuant to Clause 20.1 (*Financial statements*), adjusted as appropriate to reflect the matters referred to in paragraph (d) above and to reflect all such transfers or reorganisations after the date of those then latest audited consolidated accounts of the Group;

(g) except as provided in paragraph (e) above, once a person has become a Principal Subsidiary, it shall remain one until it has been demonstrated to the reasonable satisfaction of the Majority Lenders that it has ceased to fulfil the requirements of this definition; and

(h) a certificate signed by a director of the Company that a member of the Restricted Group is or is not a Principal Subsidiary or certifying any adjustment referred to in paragraph (d) above shall, in the absence of manifest error, be conclusive and binding on all Parties.

"**Qualifying Lender**" has the meaning given to it in Clause 13 (*Tax gross-up and indemnities*).

"**Quarter Date**" means each of 28 February, 31 May, 31 August and 30 November.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined:

(a) (if the currency is sterling) the first day of that period;

(b) (if the currency is euro) two TARGET Days before the first day of that period; or

(c) (for any other currency) two Business Days before the first day of that period,

unless market practice differs in the Relevant Interbank Market for a currency, in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

"**Reference Banks**" means, in relation to LIBOR, EURIBOR and Mandatory Cost, the principal London offices of The Royal Bank of Scotland plc., HSBC Bank plc, Barclays Bank PLC and Clydesdale Bank PLC.

"**Refinancing**" means the refinancing in full of all Existing Financial Indebtedness in accordance with the Funds Flow Memorandum together with the release of all Existing Security.

"**Refinancing Completion Date**" means the first Utilisation Date of Facility A.

"**Refinancing Costs**" means all fees, costs and expenses and stamp, registration, notarial and similar Taxes or charges and all breakage and other refinancing costs incurred by the Company in connection with the Refinancing.

"**Refinancing Purpose**" means the purpose set out in paragraphs (a) and (b)(i) of Clause 3.1 (*Purpose*).

"**Regulation D**" means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation D Cost**" means, in relation to a Lender's participation in a Loan made to a Borrower (or deposits maintained by a Lender to fund that participation), any amount certified by that Lender from time to time to be the actual cost to it of complying with Regulation D (or any similar US reserve requirement) in respect of that participation or deposit without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D. It is agreed that, for the purpose of calculating any Regulation D Cost, the relevant participation or deposit shall be deemed to constitute "Eurocurrency Liabilities" under Regulation D and to be subject to such reserve requirements without the benefit of, or credit for, proration, exceptions or offsets which may be available from time to time under Regulation D.

"**Related Fund**" in relation to a fund (the "first fund"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Interbank Market**" means, in relation to euro, the European interbank market and in relation to any other currency, the London interbank market.

"**Relevant Period**" has the meaning specified in Clause 21.1 (*Financial definitions*).

"**Repeating Representations**" means each of the representations set out in Clauses 19.1 (*Status*) to 19.6 (*Governing law and enforcement*) and, subject to paragraph (a) of Clause 19 (*Representations*), Clause 19.17 (*U.S. matters*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Resignation Letter**" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*).

"**Restricted Group**" means the Company and its Subsidiaries from time to time, excluding the Allscripts Group.

"**Restricted Subsidiary**" means a member of the Restricted Group (other than the Company).

"**Rollover Loan**" means one or more Facility B Loans:

(a) made or to be made on the same day that one or more maturing Facility B Loans are due to be repaid;

(b) the aggregate amount of which is equal to or less than the maturing Facility B Loan(s);

(c) in the same currency as the maturing Facility B Loan(s) (unless it arose as a result of the operation of Clause 6.2 (*Unavailability of a currency*)); and

(d) made or to be made to the same Borrower for the purpose of refinancing a maturing Facility B Loan(s).

"**Screen Rate**" means:

(a) in relation to LIBOR, the British Bankers' Association Interest Settlement Rate for the relevant currency and period; and

(b) in relation to EURIBOR, the percentage rate per annum determined by the Banking Federation of the European Union for the relevant period,

displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Company and the Lenders.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Document**" means any agreement or instrument entered or to be entered into by an Obligor under which security is expressed to be created in favour of the Finance Parties in respect of the obligations of one or more Obligors under the Finance Documents.

"**Security Release Date**" has the meaning given to it in Clause 25.7(a) (*Release of Guarantors*).

"**Security Release Notice**" has the meaning given to it in Clause 25.7(a) (*Release of Guarantors*).

"**Security Release Satisfaction Date**" means the first date on which a Compliance Certificate is delivered by the Company showing that the ratio of Net Borrowings to Adjusted EBITDA has been below 2.00:1 for the Relevant Periods ending on either (i) the first three consecutive testing dates falling immediately after the date hereof or thereafter (ii) four consecutive Test Dates.

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 10 (*Interest Periods*) in relation to Facility A.

"**Share Buy Backs**" means the purchase of shares in the Company by the Company.

"**Specified Time**" means a time determined in accordance with Schedule 9 (*Timetables*).

"**Subsidiary**" means, in relation to any company, a company:

(a) which is controlled, directly or indirectly, by the first mentioned company;

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body or similarly directs its affairs.

"**TARGET**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system and the European Central Bank's payment mechanism which began operations on 4 January 1999.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means:

(a) until such time as TARGET is permanently closed down and ceases operations, any day on which both TARGET and TARGET2 are; and

(b) following such time as TARGET is permanently closed down and ceases operations, any day on which TARGET2 is,

open for the settlement of payments in euro.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Taxes Act**" means the Income and Corporation Taxes Act 1988.

"**Termination Date**" means the date which is 36 months after the date of this Agreement.

"**Total Commitments**" means the aggregate of the Total Facility A Commitments and the Total Facility B Commitments, being £210,000,000 at the date of this Agreement.

"**Total Facility A Commitments**" means the aggregate of the Facility A Commitments, being £80,000,000 at the date of this Agreement.

"**Total Facility B Commitments**" means the aggregate of the Facility B Commitments, being £130,000,000 at the date of this Agreement.

"**Transfer Certificate**" means a certificate substantially in one of the forms set out in Schedule 5 (*Form of Transfer Certificates*) or any other form agreed between the Agent and the Company.

"**Transfer Date**" means, in relation to a transfer, the later of:

(a) the proposed Transfer Date specified in the Transfer Certificate; and

(b) the date on which the Agent executes the Transfer Certificate.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**US**" and "**United States**" mean the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America.

"**U.S. Borrower**" means a Borrower that is a U.S. Debtor or a U.S. Person.

"**U.S. Debtor**" means an Obligor that is created or organised under the laws of the United States or any State of the United States that has a place of business or property in the United States.

"**U.S. Guarantor**" means a Guarantor that is a U.S. Debtor or a U.S. Person

"**U.S. Person**" means a "United States person" as defined in Section 7701(a)(30) of the Code.

"**USA Patriot Act**" has the meaning given to it in Clause 19.17 (*U.S. matters*).

"**Utilisation**" means a utilisation of a Facility.

"**Utilisation Date**" means the date of Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Part I of Schedule 3 (*Requests*).

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 **Construction**

(a) Unless a contrary indication appears, a reference in this Agreement to:

(i) the "**Agent**", the "**Arranger**", the "**Security Agent**", any "**Finance Party**", any "**Lender**", any "**Obligor"** or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument;

(iv) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(v) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(vi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(vii) the "**equivalent**" on any date in one currency (the "**first currency**") of an amount denominated in another currency (the "**second currency**") is a reference to the amount of the first currency which could be purchased with the amount of the second currency at the spot rate of exchange quoted by the Agent at or about 11.00 a.m. on such date for the purchase of the first currency with the second currency;

(viii) a provision of law is a reference to that provision as amended or re-enacted;

(ix) a time of day is a reference to London time; and

(x) "**Barclays Capital**" means Barclays Capital the investment banking division of Barclays Bank PLC.

(b) Mentioning anything after "**include**", "**includes**" or "**including**" does not limit what else might be included.

(c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) Section, Clause and Schedule headings are for ease of reference only.

(e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(f) A Default or an Event of Default is "**continuing**" if it has not been remedied or waived.

(g) A reference to an Obligor's jurisdiction of incorporation shall, in the case of a partnership, be construed as a reference to such partnership's jurisdiction of formation or registration.

(h) A reference to the "**Adjusted EBITDA**", "**Borrowings**", "**Cash and Cash Equivalents**", "**consolidated gross revenues**", "**consolidated total gross assets (less goodwill)**", "**EBITDA**", "**Net Borrowings**", "**Net Interest Payable**", "**operating profits**" or "**PBIT**" of the Restricted Group (or any member of it) shall be to that of the Restricted Group (or any member of it) excluding and without consolidating the Adjusted EBITDA, Borrowings, Cash and Cash Equivalents, consolidated gross revenues, consolidated total gross assets (less goodwill), EBITDA, Net Borrowings, Net Interest Payable, operating profits or PBIT (as applicable) of each member of the Allscripts Group.

1.3 **Currency symbols and definitions**

A reference to:

(a) "**$**" and "**dollars**" is a reference to the lawful currency of the United States;

(b) "**£**" and "**sterling**" is a reference to the lawful currency of the United Kingdom; and

(c) "**EUR**" and "**euro**" is a reference to the single currency unit of the Participating Member States.

1.4 **Third party rights**

(a) Except as provided in a Finance Document, the terms of a Finance Document may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

(b) Notwithstanding any provision of any Finance Document, the Parties to a Finance Document do not require the consent of any third party to rescind or vary any Finance Document at any time.

SECTION 2

THE FACILITIES

2. **THE FACILITIES**

2.1 **The Facilities**

Subject to the terms of this Agreement:

(a) the Lenders make available to the Facility A Borrowers a term loan facility in the Base Currency in an aggregate amount equal to the Total Facility A Commitments; and

(b) the Lenders make available to the Facility B Borrowers a multicurrency revolving loan facility in an aggregate amount equal to the Total Facility B Commitments.

2.2 **Increase**

(a) The Company may by giving prior notice to the Agent by no later than the date falling 45 Business Days after the effective date of a cancellation of:

(i) the Available Commitments of a Defaulting Lender in accordance with Clause 8.9 (*Right of cancellation in relation to a Defaulting Lender*); or

(ii) the Commitments of a Lender in accordance with Clause 8.1 (*Illegality*),

request that the Total Commitments be increased (and the Total Commitments under that Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments so cancelled as follows:

(iii) the increased Commitments will be assumed by one or more Lenders or other banks, financial institutions, trusts, funds or other entities (each an "**Increase Lender**") selected by the Company (each of which shall not be a member of the Group and which is further acceptable to the Agent (acting reasonably) and each of which confirms its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender;

(iv) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender;

(v) each Increase Lender shall become a Party as a "**Lender**" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender;

(vi) the Commitments of the other Lenders shall continue in full force and effect; and

(vii) any increase in the Total Commitments shall take effect on the date specified by the Company in the notice referred to above or any later date on which the conditions set out in paragraph (b) below are satisfied.

(b) An increase in the Total Commitments will only be effective on:

(i) the execution by the Agent of an Increase Confirmation from the relevant Increase Lender; and

(ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such increase to the assumption of the increased Commitments by that Increase Lender, the completion of which the Agent shall promptly notify to the Company and the Increase Lender.

(c) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement.

(d) Unless the Agent otherwise agrees or the increased Commitment is assumed by an existing Lender, the Company shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee of £1,750 and the Company shall promptly on demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by either of them and, in the case of the Security Agent, by any Receiver or Delegate in connection with any increase in Commitments under this Clause 2.2.

(e) The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a Fee Letter.

(f) Clause 24.5 (*Limitation of responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:

(i) an "**Existing Lender**" were references to all the Lenders immediately prior to the relevant increase;

(ii) the "**New Lender**" were references to that "**Increase Lender**"; and

(iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a "**transfer**" and "**assignment**".

2.3 **Lenders' rights and obligations**

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt.

(c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents.

2.4 **Obligors' agent**

(a) Each Obligor (other than the Company) irrevocably appoints the Company to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Company on its behalf to supply all information concerning itself contemplated by the Finance Documents to the Finance Parties and to give and receive all notices, consents and instructions (including Utilisation Requests), to agree, accept and execute on its behalf all documents in connection with the Finance Documents (including amendments and variations of, and consents under, any Finance Document) and to execute any new Finance Document and to take such other action as may be necessary or desirable under, or in connection with, the Finance Documents; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Company.

(b) Each Obligor (other than the Company) confirms that:

(i) it will be bound by any action taken by the Company under, or in connection with, any Finance Document; and

(ii) each Finance Party may rely on any action purported to be taken by the Company on behalf of that Obligor.

2.5 **Acts of the Company**

(a) The respective liabilities of each of the Obligors under the Finance Documents shall not be in any way affected by:

(i) any actual or purported irregularity in any act done, or failure to act, by the Company;

(ii) the Company acting (or purporting to act) in any respect outside any authority conferred upon it by any Obligor; or

(iii) any actual or purported failure by, or inability of, the Company to inform any Obligor of receipt by it of any notification under the Finance Documents.

(b) In the event of any conflict between any notices or other communications of the Company and any other Obligor, those of the Company shall prevail.

3. **PURPOSE**

3.1 **Purpose**

(a) Each Facility A Borrower shall apply all amounts borrowed by it under Facility A towards:

(i) repaying in full the Existing Financial Indebtedness; and

(ii) financing the Refinancing Costs;

in each case in accordance with the Funds Flow Memorandum.

(b) Each Facility B Borrower shall apply all amounts borrowed by it under Facility B towards:

(i)

(A) repaying in full the Existing Financial Indebtedness; and

(B) financing the Refinancing Costs; and

in each case in accordance with the Funds Flow Memorandum; and

(ii) the general corporate purposes of the Restricted Group.

3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. **CONDITIONS OF UTILISATION**

4.1 **Initial conditions precedent**

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) in relation to any Utilisation if, on or before the Utilisation Date for that Utilisation, the Agent has received all of the documents and other evidence listed in Part I of Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Company and the Lenders promptly upon being so satisfied.

4.2 **Further conditions precedent**

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if, on each of the date of the Utilisation Request and the proposed Utilisation Date:

(a) in relation to a Rollover Loan, no Event of Default is continuing or would result from the proposed Loan, and, in relation to any other Loan, no Default is continuing or would result from the proposed Loan; and

(b) the Repeating Representations to be made by each Obligor are true in all material respects.

4.3 **Conditions relating to Optional Currencies**

(a) A currency will constitute an Optional Currency in relation to a Loan if:

(i) it is readily available in the amount required and freely convertible into the Base Currency in the Relevant Interbank Market on the Quotation Day and the Utilisation Date for that Loan; and

(ii) it has been approved by the Agent (acting on the instructions of all the Lenders) on or prior to receipt by the Agent of the relevant Utilisation Request for that Loan except that no such approval shall be required for that Loan if it is to be denominated in dollars or euro.

(b) If, by the Specified Time, the Agent has received a written request from the Company for a currency to be approved under paragraph (a)(ii) above, the Agent will confirm to the Company by the Specified Time:

(i) whether or not the Lenders have granted their approval; and

(ii) if approval has been granted, the minimum amount (and, if required, whole multiples) for any subsequent Utilisation in that currency.

4.4 **Maximum number of Loans**

(a) A Borrower may not deliver a Utilisation Request if, as a result of the proposed Utilisation:

(i) more than two Facility A Loans would be outstanding; or

(ii) more than five Facility B Loans would be outstanding.

(b) Any Loan made by a single Lender under Clause 6.2 (*Unavailability of a currency*) shall not be taken into account in this Clause 4.4.

4.5 **Drawing of Facilities**

Facility B shall not be utilised unless Facility A has been utilised in full or (in respect of the first Utilisation of Facility B under this Agreement) will be utilised in full on the same date).

SECTION 3

UTILISATION

5. UTILISATION

5.1 Delivery of a Utilisation Request

A Borrower may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it identifies the Facility to be utilised;

(ii) it identifies the relevant Borrower;

(iii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Facility;

(iv) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);

(v) the proposed Interest Period complies with Clause 10 (*Interest Periods*); and

(vi) it specifies the account and bank (which must be in the principal financial centre of the country of the currency of the Utilisation or, in the case of euro, the principal financial centre of a Participating Member State in which banks are open for general business on that day or London) to which the proceeds of the Utilisation are to be credited.

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be the Base Currency or, in relation to Facility B only, an Optional Currency.

(b) The amount of the proposed Loan must be:

(i) if the currency of the proposed Loan is to be the Base Currency:

(A) a minimum of £10,000,000 and a whole multiple of £5,000,000 for Facility A; and

(B) a minimum of £1,000,000 and a whole multiple of £500,000 for Facility B,

or, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent);

(ii) if the currency selected is dollars, a minimum of $3,000,000 and a whole multiple of $1,000,000 of Facility B or in either case, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent);

(iii) if the currency selected is euro, a minimum of EUR 2,000,000 and a whole multiple of EUR 1,000,000 of Facility B or in either case, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent); or

(iv) if the currency selected is an Optional Currency other than dollars or euro, the minimum amount (or a whole multiple, if required) specified by the Agent pursuant to paragraph (b)(ii) of Clause 4.3 (*Conditions relating to Optional Currencies*) or, if less, the Available Facility; and

(v) in any event, such that its Base Currency Amount is less than or equal to the Available Facility.

5.4 **Lenders' participation**

(a) If the conditions set out in this Agreement have been met, each Lender participating in a Facility shall make its participation in each Loan under that Facility available by the Utilisation Date through its Facility Office.

(b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the relevant Available Facility immediately prior to making the Loan.

(c) The Agent shall determine the Base Currency Amount of each Facility B Loan which is to be made in an Optional Currency and shall by the Specified Time notify:

(i) each Facility A Lender of the amount of each Facility A Loan and the amount of its participation in that Loan; and

(ii) each Facility B Lender of the amount, currency and the Base Currency Amount of each Facility B Loan and the amount of its participation in that Loan.

5.5 **Cancellation of Commitment**

(a) The Facility A Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility A.

(b) The Facility B Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B.

6. **OPTIONAL CURRENCIES**

6.1 **Selection of currency**

A Facility B Borrower (or the Company on behalf of a Facility B Borrower) shall select the currency of a Facility B Loan in the Utilisation Request for that Loan.

6.2 **Unavailability of a currency**

If before the Specified Time on the relevant date specified in Schedule 9 (*Timetables*):

(a) the Agent has received notice from a Facility B Lender that the Optional Currency requested (unless that Optional Currency is dollars or euro) is not readily available to it in the amount required; or

(b) a Facility B Lender notifies the Agent that compliance with its obligation to participate in a Facility B Loan in the proposed Optional Currency would contravene a law or regulation applicable to it,

the Agent will give notice to the relevant Facility B Borrower to that effect by the Specified Time on that day. In this event, any Facility B Lender that gives notice pursuant to this Clause 6.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's

proportion of the Base Currency Amount of that Loan or an amount equal to that Lender's proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

SECTION 4

REPAYMENT, PREPAYMENT AND CANCELLATION

7. REPAYMENT

7.1 Repayment of Facility A Loans

(a) Each Borrower which has drawn a Facility A Loan shall (and the Company shall ensure that those Borrowers shall) repay that Loan on the Termination Date.

(b) No Borrower may reborrow any part of Facility A which is repaid.

7.2 Repayment of Facility B Loans

(a) Each Borrower which has drawn a Facility B Loan shall repay that Loan on the last day of its Interest Period.

(b) At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Facility B Loans then outstanding will be automatically extended to the Termination Date in relation to Facility B and will be treated as separate Facility B Loans (the "**Separate Loans**") denominated in the currency in which the relevant participations are outstanding.

(c) A Borrower to whom a Separate Loan is outstanding may prepay that Loan by giving three Business Days' prior written notice to the Agent. The Agent will forward a copy of a prepayment notice received in accordance with this paragraph (c) to the Defaulting Lender concerned as soon as practicable on receipt.

(d) Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by the Borrower by the time and date specified by the Agent (acting reasonably) and will be payable by that Borrower to the Defaulting Lender on the last day of each Interest Period of that Loan.

(e) The terms of this Agreement relating to Facility B Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (b) to (d) above, in which case those paragraphs shall prevail in respect of any Separate Loan.

8. PREPAYMENT AND CANCELLATION

8.1 Illegality

If it becomes unlawful in any jurisdiction for a Lender to perform any of its obligations as contemplated by any Finance Document or to fund or maintain its participation in any Loan:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Company, the Commitment of that Lender will be immediately cancelled; and

(c) each Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Company or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

8.2 **Change of Control**

(a) If Control of the Company is acquired (or is deemed by section 416(2) of the Taxes Act to be held) by any person who does not, or any group of connected persons (within the meaning of section 839 of that Act) or any persons acting in concert who do not, have (and would not be so deemed to have) such Control at the date of this Agreement:

(i) the Company shall promptly notify the Agent upon becoming aware of that event;

(ii) a Lender shall not be obliged to fund a Utilisation (except for a Rollover Loan); and

(iii) if a Lender so requires and notifies the Agent within 15 Business Days after the date of an acquisition of Control as referred to above, the Agent shall on the date falling 25 Business Days after the date of the change of Control of the Company, cancel the Commitments of that Lender and declare the participation of that Lender in all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Commitments of that Lender will be cancelled and all such outstanding amounts will become immediately due and payable.

(b) For the purpose of paragraph (a) above "**Control**" has the meaning given to it in section 416(2) of the Taxes Act.

(c) For the purpose of paragraph (a) above "**acting in concert**" has the meaning given to it in the City Code on Takeovers and Mergers.

8.3 **Net Proceeds**

(a) If any member of the Restricted Group receives Net Proceeds and the ratio (the "**Relevant Ratio**") of Net Borrowings (as at the last day of the month ending on or most recently prior to the date of receipt of such Net Proceeds (the " **Relevant Month End**")) to Adjusted EBITDA (for the most recently ended Relevant Period (the "**Applicable Relevant Period**") in respect of which a Compliance Certificate has been delivered) was greater than 2.5:1, the Company shall ensure that the Facility is prepaid and cancelled in accordance with Clause 8.5 (*Application of partial prepayments*) by an amount equal to the lesser of:

(i) the amount of such Net Proceeds; and

(ii) the amount required to ensure that if such prepayment had been made on the Relevant Month End the Relevant Ratio would have been 2.5:1,

provided that:

(a) when calculating Net Borrowings:

(A) to the extent the relevant Net Proceeds are Net Debt Proceeds, the Financial Indebtedness to which those Net Debt Proceeds relate will be included on a pro forma basis;

(B) the relevant Net Proceeds will be excluded from Cash and Cash Equivalents; and

(C) to the extent the relevant Net Proceeds are applied towards an Acquisition of a business or company at the same time as they are received by a member of the Restricted Group, then the Net Borrowings assumed by a member of the

Restricted Group from the acquired company or business or remaining in the acquired business or company at the date of the Acquisition will be taken into account on a pro forma basis; and

(b) when calculating Adjusted EBITDA:

(A) to the extent the relevant Net Proceeds are applied towards an Acquisition of a business or company at the same time as they are received by a member of the Restricted Group, then the EBITDA for the acquired business or company for the Applicable Relevant Period will be taken into account on a pro forma basis (taking into account synergies which are reasonable and realisable within 12 months of the proposed Acquisition); and

(B) to the extent the Net Proceeds are Net Sale Proceeds, the EBITDA for the Applicable Relevant Period that is attributable to the asset disposed of will be deducted on a pro forma basis.

For the avoidance of doubt:

(x) if the Company has procured a prepayment and cancellation of the Facility pursuant to any one of this Clause 8.3 (each a "**Prepayment Clause**") in respect of an amount of Net Sale Proceeds, it shall not be required to make a further prepayment or cancellation of the Facility under any other Prepayment Clause in respect of those Net Sale Proceeds; and

(y) if a Prepayment Clause requires the Company to procure a prepayment and cancellation of the Facility in respect of an amount of Net Sale Proceeds, it shall not have the ability to purchase assets in lieu of prepayment or cancellation in respect of those Net Sale Proceeds even if permitted to do so under a different Prepayment Clause.

8.4 **Mandatory cancellation**

(a) On the date falling two years after the date of this Agreement, to the extent the aggregate Facility A Commitments exceed £40,000,000, they shall automatically be reduced so as to be equal to £40,000,000 and the Company shall procure that the applicable Borrowers make such prepayments as are necessary to ensure that the aggregate Facility A Loans do not exceed the aggregate Facility A Commitments as so reduced.

(b) The Company may select the Loans to be prepaid within Facility A and in the absence of such selection the prepayment shall be applied pro rata against Loans under Facility A.

(c) The reduction in Facility A Commitments specified in paragraph (a) above, shall reduce each Lender's Facility A Commitment pro rata.

8.5 **Application of partial prepayments**

Each amount to be applied in prepayment and cancellation of the Facility under Clause 8.3 (*Net Proceeds*), shall be applied in the following order, in each case until the relevant Loans or other liabilities have been satisfied or (as the case may be) cancelled in full:

(i) **first**, in prepayment and permanent reduction of the Facility A Loans (including permanent cancellation of the Facility A Commitments that relate to the Facility A Loans (or part thereof) that are prepaid under this paragraph);

(ii) **secondly**, in prepayment and permanent reduction of the Facility B Loans (including permanent cancellation of the Facility B Commitments that relate to the Facility B Loans (or part thereof) that are prepaid under this paragraph); and

(iii) **thirdly**, in cancellation pro rata of any Available Commitment under Facility B.

The Company may select the Loans to be prepaid within the Facility and in the absence of such selection the prepayment shall be applied pro rata against outstanding Loans under the Facility. Each prepayment shall be made no later than the last day of the current Interest Period of the Loans to be prepaid, and the Company shall give the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice of any such prepayment.

8.6 **Voluntary cancellation**

The Company may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of £500,000) of any Available Facility. Any cancellation under this Clause 8.6 shall reduce the Commitments of the Lenders rateably under that Facility.

8.7 **Voluntary prepayment**

The Borrower to whom a Loan has been made may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the Base Currency Amount of the Loan by a minimum amount of £500,000 and a whole multiple of £500,000).

8.8 **Right of repayment and cancellation in relation to a single Lender**

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 13.2 (*Tax gross-up*); or

(ii) any Lender claims indemnification from the Company under Clause 13.3 (*Tax indemnity*) or Clause 14.1 (*Increased Costs*),

the Company may, whilst the circumstance giving rise to the requirement or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loans.

(b) On receipt of a notice referred to in paragraph (a) above, the Commitment of that Lender shall immediately be reduced to zero.

(c) On the last day of each Interest Period which ends after the Company has given notice under paragraph (a) above (or, if earlier, the date specified by the Company in that notice), each Borrower to whom a Loan is outstanding shall repay that Lender's participation in that Loan.

8.9 **Right of cancellation in relation to a Defaulting Lender**

(a) If any Lender becomes a Defaulting Lender, the Company may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent three Business Days' notice of cancellation of each Available Commitment of that Lender.

(b) On receipt of the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

(c) The Facility Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

8.10 **Restrictions**

(a) Any notice of cancellation or prepayment given by any Party under this Clause 8 (*Prepayment and cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

(c) No Borrower may reborrow any part of Facility A which is prepaid.

(d) Unless a contrary indication appears in this Agreement, any part of Facility B which is prepaid may be reborrowed in accordance with the terms of this Agreement.

(e) The Borrowers shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

(f) Subject to Clause 2.2 (*Increase*) no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

(g) If the Agent receives a notice under this Clause 8 (*Prepayment and cancellation*), it shall promptly forward a copy of that notice to either the Company or the affected Lender, as appropriate.

SECTION 5

COSTS OF UTILISATION

9. INTEREST

9.1 Calculation of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin;

(b) LIBOR or, in relation to any Loan in euro, EURIBOR; and

(c) Mandatory Cost, if any.

9.2 Payment of interest

The Borrower to whom a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six Monthly intervals after the first day of the Interest Period).

9.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate one per cent. higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 9.3 shall be immediately payable by the Obligor on demand by the Agent.

(b) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9.4 Notification of rates of interest

The Agent shall promptly notify the Lenders and the relevant Borrower of the determination of a rate of interest under this Agreement.

9.5 Highest Lawful Rate

Notwithstanding any other provision herein, in no event shall the rate of interest payable by any Obligor with respect to any Loan exceed the Highest Lawful Rate.

10. INTEREST PERIODS

10.1 Selection of Interest Periods

(a) A Borrower (or the Company on behalf of a Borrower) may select an Interest Period for a Loan in the Utilisation Request for that Loan or (if the Loan has already been borrowed) in a Selection Notice.

(b) Each Selection Notice for a Facility A Loan is irrevocable and must be delivered to the Agent by the Borrower (or the Company on behalf of a Borrower) to which that Facility A Loan was made not later than the Specified Time.

(c) If a Borrower (or the Company) fails to deliver a Selection Notice to the Agent in accordance with paragraph (b) above, the relevant Interest Period will be three Months.

(d) Subject to this Clause 10 (*Interest Periods*), a Borrower (or the Company) may select an Interest Period of one, two, three or six Months or any other period, not exceeding 12 months agreed between the Company and the Agent (who, if such Interest Period shall exceed six months, shall act on the instructions of all the Lenders) in relation to the relevant Loan.

(e) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to its Facility.

(f) Each Interest Period for a Facility A Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

(g) A Facility B Loan has one Interest Period only.

10.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

11. CHANGES TO THE CALCULATION OF INTEREST

11.1 **Absence of quotations**

Subject to Clause 11.2 (*Market disruption*), if LIBOR or, if applicable, EURIBOR is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by the Specified Time on the Quotation Day, the applicable LIBOR or EURIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

11.2 **Market disruption**

(a) If a Market Disruption Event occurs in relation to a Loan for any Interest Period, then the rate of interest on each Lender's share of that Loan for the Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin;

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to that Lender of funding its participation in that Loan from whatever source it may reasonably select; and

(iii) the Mandatory Cost, if any, applicable to that Lender's participation in the Loan.

(b) In this Agreement "**Market Disruption Event**" means:

(i) at or about noon on the Quotation Day for the relevant Interest Period the Screen Rate is not available and none or only one of the Reference Banks supplies a rate to the Agent

to determine LIBOR or, if applicable, EURIBOR for the relevant currency and Interest Period; or

(ii) before close of business in London on the Quotation Day for the relevant Interest Period, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 35 per cent. of that Loan) that the cost to it of obtaining matching deposits in the Relevant Interbank Market would be in excess of LIBOR or, if applicable, EURIBOR.

11.3 **Alternative basis of interest or funding**

(a) If a Market Disruption Event occurs and the Agent or the Company so requires, the Agent and the Company shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

(b) Any alternative basis agreed pursuant to paragraph (a) above shall, with the prior consent of all the Lenders and the Company, be binding on all Parties.

11.4 **Break Costs**

(a) Each Borrower shall, within three Business Days of demand by the Agent on behalf of a Finance Party, pay to the Agent on behalf of that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

12. **FEES**

12.1 **Commitment fee**

(a) The Company shall pay to the Agent (for the account of each Lender) a fee in the Base Currency, accruing daily on that Lender's Available Commitment under Facility A and Facility B during the Availability Period applicable to that Facility and computed at the rate per annum of 50 per cent. of the Margin applicable to that Facility at the relevant time.

(b) The accrued fee under paragraph (a) above is payable on the last day of each successive period of three Months which ends during the Availability Period, on the last day of the relevant Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

12.2 **Arrangement fee**

The Company shall pay to the Agent (for the account of each Arranger) an arrangement fee in the amount and at the times agreed in a Fee Letter.

12.3 **Agency fee**

The Company shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

12.4 **Security Agency fee**

The Company shall pay to the Security Agent (for its own account) a security agency fee in the amount and at the times agreed in a Fee Letter.

SECTION 6

ADDITIONAL PAYMENT OBLIGATIONS

13. TAX GROSS-UP AND INDEMNITIES

13.1 Definitions

(a) In this Agreement:

"**Protected Party**" means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax, in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Qualifying Lender**" means:

(i) a Lender (other than a Lender within paragraph (ii) below) which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:

(A) a Lender:

1. which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document; or

2. in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made,

and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or

(B) a Lender which is:

1. a company resident in the United Kingdom for United Kingdom tax purposes;

2. a partnership each member of which is:

(a) a company resident in the United Kingdom for United Kingdom tax purposes; or

(b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;

3. a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in

computing its chargeable profits (within the meaning of section 19 of the CTA); or

(C) a Treaty Lender; or

(ii) a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document; or

(iii) in respect of an advance under a Finance Document to a U.S. Obligor, a U.S. Qualifying Lender.

"**Tax Confirmation**" means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

(i) a company resident in the United Kingdom for United Kingdom tax purposes; or

(ii) a partnership each member of which is:

(a) a company so resident in the United Kingdom; or

(b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of, any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"**Tax Payment**" means either the increase in a payment made by an Obligor to a Finance Party under Clause 13.2 (*Tax gross-up*) or a payment under Clause 13.3 (*Tax indemnity*).

"**Treaty Lender**" means a Lender which is beneficially entitled to interest payable to it in respect of the relevant advance and which:

(i) is treated as a resident of a Treaty State for the purposes of the Treaty;

(ii) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and

(iii) satisfies any other criteria necessary for it to benefit from full exemption under the relevant Treaty from tax imposed by the United Kingdom on interest.

"**Treaty State**" means a jurisdiction having a double taxation agreement (a "**Treaty**") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

"**UK Non-Bank Lender**" means any Lender which becomes a Party to this Agreement after the date of this Agreement and which gives a Tax Confirmation in the relevant Transfer Certificate which it executes on becoming a Party.

"**U.S. Obligor**" means a Borrower that is a U.S. Person, and any Guarantor making a payment on behalf of such Borrower.

"**U.S. Qualifying Lender**" means a Lender which is on the date a payment falls due a person which:

(i) is a U.S. Person; or

(ii) is not a U.S. Person but is entitled to a complete exemption from withholding of US federal income tax on interest paid to it under a Finance Document.

(b) Unless a contrary indication appears, in this Clause 13 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination.

13.2 **Tax gross-up**

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Company shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Company and that Obligor.

(c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or published concession of any relevant taxing authority; or

(ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(B) of the definition of Qualifying Lender and:

(A) an officer of HM Revenue & Customs has given (and not revoked) a direction under section 931 of the ITA (a "**Direction**") which relates to the payment and that Lender has received from the Obligor making the payment or from the Company a certified copy of that Direction; or

(B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or

(iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (i)(B) of the definition of Qualifying Lender and:

(A) the relevant Lender has not given a Tax Confirmation to the Company; and

(B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Company, on the basis that the Tax Confirmation would have enabled the Company to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or

(iv) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (h) below.

(e) An Obligor is not required to make an increased payment to a Lender under paragraph (c) above for a Tax Deduction in respect of tax imposed by the United States from a payment of interest on a Loan, if on the date on which the payment falls due the payment could have been made to the relevant Lender without a Tax Deduction if it was a U.S. Qualifying Lender, but on that date that Lender is not or has ceased to be a U.S. Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or concession of any relevant taxing authority.

(f) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(g) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(h) A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.

(i) A UK Non-Bank Lender shall:

(i) give a Tax Confirmation to the Company in the Transfer Certificate signed by it; and

(ii) promptly notify the Company and the Agent if there is any change in the position from that set out in its Tax Confirmation.

13.3 **Tax indemnity**

(a) The Company shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be

or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

(b) Paragraph (a) above shall not apply with respect to any Tax assessed on a Finance Party:

(i) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party.

(c) Paragraph (a) above shall not apply to the extent that a loss, liability or cost is compensated for by an increased payment under Clause 13.2 (*Tax gross-up*) or would have been compensated for by an increased payment under Clause 13.2 (*Tax gross-up*) but was not so compensated for solely because one of the exclusions in paragraphs (d) and (e) of that Clause applied.

(d) A Protected Party making, or intending to make a claim pursuant to paragraph (a) above shall notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Company.

(e) A Protected Party shall, on receiving a payment from an Obligor under this Clause 13.3, notify the Agent.

13.4 **Tax Credit**

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable to that Tax Payment or to the circumstances giving rise to the Obligor's obligations to make that Tax Payment; and

(b) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been made by the Obligor.

13.5 **Stamp taxes**

The Company shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

13.6 **VAT**

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying any other consideration

for such supply) an amount equal to the amount of such VAT (and such Finance Party shall promptly provide an appropriate VAT invoice to such Party).

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the " **Subject Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse the Recipient in respect of that consideration), such Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Recipient will promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT.

(c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Clause 13.6 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

13.7 **U.S. Withholding Taxes**

(a) On or prior to the first Utilisation Date (or, if the Lender is not an Original Lender, on or prior to the date such Lender becomes a party to any Finance Document), each Lender that is not a U.S. Person shall supply to the Agent and the U.S. Obligor to which such Lender has made an advance (or its designee) the U.S. IRS forms that would enable payments to be made to that Lender under the Finance Documents without any deduction or withholding in respect of any Tax in the United States and each Lender that is a U.S. Person must supply to the Agent and such U.S. Obligor (or its designee) a U.S. IRS Form W-9 (or any successor form) and any necessary attachments thereto. In addition, each Lender shall provide such forms as soon as practicable after receiving a written request for such forms by the relevant U.S. Obligor or the Agent.

(b) A Lender is not obliged to supply any form under paragraph (b) above if it is legally unable to do so.

(c) An Obligor is not obliged to pay any Tax Payment under this Clause 13 (*Tax gross up and indemnities*) to a Lender if that Tax Payment would not have been payable if that Lender had complied with its obligations under Clause 13.7(a), unless that Lender was unable to deliver such form as a result of any change after the date of this Agreement in (or in the interpretation, administration or application of) any law or regulation or any published practice or concession of any relevant taxing authority.

14. INCREASED COSTS

14.1 Increased Costs

(a) Subject to Clause 14.3 (*Exceptions*), the Company shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement.

(b) Each Borrower shall, promptly upon demand by a Lender, pay to such Lender the amount of any Regulation D Costs actually incurred by such Lender in respect of its participation to any Loan made by it to such Borrower (or deposits maintained by such Lender to fund that participation).

(c) In this Agreement "**Increased Costs**" means:

(i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

14.2 Increased Cost claims

(a) A Finance Party intending to make a claim pursuant to Clause 14.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Company.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs which provides reasonable details of the calculation of those Increased Costs.

14.3 Exceptions

(a) Clause 14.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) compensated for by Clause 13.3 (*Tax indemnity*) (or would have been compensated for under Clause 13.3 (*Tax indemnity*) but was not so compensated solely because the exclusion in paragraph (b) or (c) of Clause 13.3 (*Tax indemnity*) applied);

(iii) compensated for by the payment of the Mandatory Cost; or

(iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

(b) In this Clause 14.3, a reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 13.1 (*Definitions*).

15. **OTHER INDEMNITIES**

15.1 **Currency indemnity**

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

15.2 **Other indemnities**

The Company shall (or shall procure that an Obligor shall), within three Business Days of demand, indemnify each Lender against any cost, loss or liability incurred by that Lender as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 28 (*Sharing among the Lenders*);

(c) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Lender alone); or

(d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Company.

15.3 **Indemnity to the Agent and the Security Agent**

The Company shall promptly indemnify the Agent and the Security Agent against any cost, loss or liability incurred by the Agent or the Security Agent (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is a Default;

(b) entering into or performing any foreign exchange contract for the purposes of Clause 6 (*Optional Currencies*);

(c) acting or relying on any notice, request or instruction from an Obligor which it reasonably believes to be (but which is not) genuine, correct and appropriately authorised;

(d) taking, holding, protecting or enforcing any Security created pursuant to any Finance Document; or

(e) exercising any of the rights, powers, discretions or remedies vested in it under any Finance Document or by law.

16. MITIGATION BY THE LENDERS

16.1 Mitigation

(a) Each Finance Party shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under, or cancelled pursuant to, any of Clause 8.1 (*Illegality*), Clause 13 (*Tax gross-up and indemnities*) or Clause 14 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

16.2 Limitation of liability

(a) The Company shall indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 16.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 16.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

17. COSTS AND EXPENSES

17.1 Transaction expenses

The Company shall promptly on demand pay the Agent, the Arranger and the Security Agent the amount of all costs and expenses (including legal fees up to an amount agreed by the Company and the Original Lenders prior to the date of this Agreement) reasonably incurred by any of them in connection with the negotiation, preparation, printing and execution of:

(a) this Agreement and any other documents referred to in this Agreement; and

(b) any other Finance Documents executed at the request of an Obligor after the date of this Agreement.

17.2 Amendment costs

If:

(a) an Obligor requests an amendment, waiver or consent; or

(b) an amendment is required pursuant to Clause 29.10 (*Change of currency*),

the Company shall, within three Business Days of demand, reimburse the Agent and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Agent or the Security Agent in responding to, evaluating, negotiating or complying with that request or requirement.

17.3 **Enforcement costs**

The Company shall, within three Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

17.4 **Security Agent expenses**

(a) The Company shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees) properly incurred by it in connection with the administration or release of any Security created pursuant to any Security Document.

(b) No Finance Party shall have any duty or obligation, whether as fiduciary for any Finance Party or otherwise, to recover any payment made or required to be made under paragraph (a) above.

(c) The Company agrees that no Finance Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any of its Affiliates for or in connection with anything referred to in paragraph (a) above except for any such liability, damages, loss, cost or expense incurred by the Company that results directly from any breach by that Finance Party of any Finance Document which is in each case finally judicially determined to have resulted directly from the gross negligence or wilful misconduct of that Finance Party.

(d) Notwithstanding paragraph (c) above, no Finance Party shall be responsible or have any liability for or in connection with anything referred to in paragraph (a) above to the Company or any of its Affiliates or anyone else for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, goodwill, reputation, business opportunity or anticipated saving), whether or not foreseeable.

SECTION 7

GUARANTEE

18. GUARANTEE AND INDEMNITY

18.1 Guarantee and indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;

(b) undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with each Finance Party that if, for any reason, any amount claimed by a Finance Party under this Clause 18 is not recoverable on the basis of a guarantee, it will be liable to indemnify that Finance Party against any cost, loss or liability it incurs as a result of a Borrower not paying any amount when due under or in connection with any Finance Document. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 18 if the amount claimed had been recoverable on the basis of a guarantee.

18.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

18.3 Reinstatement

If as a result of insolvency or any similar event:

(a) any payment by an Obligor is avoided or reduced or must be restored; or

(b) any discharge or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made in whole or in part on the basis of any payment, security or other thing which is avoided or reduced or must be restored,

(i) the liability of each Obligor shall continue or be reinstated as if the payment, discharge or arrangement had not occurred; and

(ii) each Finance Party shall be entitled to recover the value or amount of that payment or security from each Obligor as if the payment, discharge or arrangement had not occurred.

18.4 Waiver of defences

The obligations of each Guarantor under this Clause 18 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause 18 (without limitation and whether or not known to it or any Finance Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

18.5 **Immediate recourse**

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 18. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

18.6 **Appropriations**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 18.

18.7 **Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent (or, as the case may be, the Security Agent) otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 29 (*Payment mechanics*) of this Agreement.

18.8 **Release of Guarantors' right of contribution**

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents;

(b) each non-retiring Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor; and

(c) each Retiring Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the non-Retiring Guarantor.

18.9 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

18.10 **Limitations**

(a) This guarantee does not apply to any liability to the extent that it would result in this guarantee being illegal or contravening any applicable law or regulation in any relevant jurisdiction concerning financial assistance by a company for the acquisition of, or subscription for, shares or concerning the protection of shareholders' capital.

(b) The guarantee of any Guarantor giving a guarantee other than in respect of its direct or indirect Subsidiary is subject to the following limitations (notwithstanding an provision to the contrary in any Finance Document) set out in paragraphs (c) to (f) below:

(c) USA

Anything herein or in any other Finance Document to the contrary notwithstanding, the maximum aggregate amount of any U.S. Guarantor's liabilities hereunder and under any other Finance Document shall in no event exceed the maximum amount for which that U.S. Guarantor can be liable without rendering its Guarantee contemplated hereunder subject to avoidance under applicable federal and state laws relating to fraudulent conveyances or transfers or the insolvency of debtors (collectively, "**Fraudulent Transfer Laws**"), in each case after giving effect to (a) all liabilities of that U.S. Guarantor, contingent or otherwise, that are relevant under such Fraudulent Transfer Laws, (b) the value of the assets of that U.S. Guarantor (as determined in accordance with the applicable provisions of such Fraudulent Transfer Laws), and (c) any rights to subrogation, contribution, reimbursement, indemnity or similar rights held by that U.S. Guarantor pursuant to any applicable law or agreement providing for an equitable allocation among that U.S. Guarantor and other subsidiaries or affiliates of the Company of the obligations arising under this Agreement or any other Finance Document.

(d) France

(i) In the case of each Guarantor incorporated in France (a "**French Guarantor**") its obligations under this Clause 18 (*Guarantee and Indemnity*) shall apply only insofar as required to:

(A) guarantee the payment obligations under this Agreement of its direct or indirect Subsidiaries which are or become Obligors from time to time under this Agreement and incurred by those Subsidiaries as Borrowers (if they are not French Obligors) or as Borrowers and/or Guarantors (if they are French Obligors); and

(B) guarantee the payment obligations of other Obligors which are not direct or indirect Subsidiaries of that French Guarantor, provided that in such case such guarantee shall be limited: (A) to the payment obligations of such other Obligors and (B) up to an amount equal to the aggregate of all amounts borrowed directly (as Borrower) or indirectly (by way of intra-group loans directly or indirectly from any other Borrower) by such other Obligors and on-lent directly or indirectly to that French Guarantor and outstanding from time to time (the "**Maximum Guaranteed Amount**"); it being specified that any payment made by such French Guarantor under this Clause 18 (*Guarantee and Indemnity*) in respect of the obligations of any other Obligor shall reduce *pro tanto* the outstanding amount of the intercompany loans (if any) due by such French Guarantor to that Obligor under the intercompany loan arrangements referred to above.

(ii) For the avoidance of doubt, any payment made by a French Guarantor under paragraph (i)(B) of this Clause 18.10 shall reduce the Maximum Guaranteed Amount.

(iii) Notwithstanding any other provision of this Clause 18 (*Guarantee and Indemnity*), no French Guarantor shall secure liabilities under the Agreement which would result in such French Guarantor not complying with French financial assistance rules as set out in Article L. 225-216 of the French Commercial Code (*Code de commerce*) and/or would constitute a misuse of corporate assets within the meaning of article L. 241-3 or L. 242-6 of the French Commercial Code (*Code de commerce*) or any other law or regulations having the same effect, as interpreted by French courts.

(iv) It is acknowledged that such French Guarantor is not acting jointly and severally with the other Guarantors and shall not be considered as "*co-débiteur solidaire*" as to their obligations pursuant to the guarantee given in accordance with this Clause 18 (*Guarantee and Indemnity*).

(e) Germany

(i) The Finance Parties may, other than in accordance with the procedure and the provisions set out in subparagraphs (ii) to (viii) below, not enforce any guarantee or other obligation incurred by any German Guarantor, if and to the extent that (y) such guarantee or obligation is an Up-Stream or Cross-Stream Guarantee in the meaning set out in subparagraph (vii) below and (z) the enforcement would cause the assets of the relevant German Guarantor (the calculation of which shall include all items set forth in Section 266(2) A, B and C of the German Commercial Code (*Handelsgesetzbuch; the "**HGB**"*)) less the liabilities of the relevant German Guarantor (the calculation of which shall include all items set forth in Section 266(3) B, C and D HGB, but shall, for the avoidance of doubt, exclude the liabilities under the guarantee) (the " **Net Assets**") to be less than its registered share capital (Stammkapital) (*Begründung einer Unterbilanz*) or (if the Net Assets of the relevant German Guarantor are already less than its registered share capital) would cause such deficit to be increased (*Vertiefung einer Unterbilanz*). For the purpose of determining whether a limitation on the enforcement has occurred, any recourse claim (*Rückgriffsanspruch*) which the German Guarantor has, or would acquire against a shareholder of another member of the Group as a result of an enforcement of the guarantee, shall be taken into account to the extent that such recourse claim is valuable (*werthaltig*) ("**Recourse Claim**"). To the extent that there is such Recourse Claim, no limitation on enforcement applies.

(ii) The following adjustments to balance sheet items shall be made for the purposes of the calculation of the Net Assets (if any):

(A) the amount of any increase of stated share capital (*Stammkapital*) of that German Guarantor after the date hereof that has been effected without the prior written consent of the Agent shall be deducted from the stated share capital (*Stammkapital*);

(B) loans provided to the relevant German Guarantor by any member of the Group shall not be taken into account as liabilities as far as such loans are subordinated by law at least to the claims of the unsubordinated creditors of such German Guarantor;

(C) to the extent the enforcement would deprive that German Guarantor of the ability to fulfil its obligations to third parties (incurred, whether on a contingent or non-contingent basis, at the time of enforcement) or to continue its business (an "**Impairment**"), then, for the determination of Net Assets, the assets of that German Guarantor shall be valued at the lesser of their book value (*Buchwert*) and their realisation value assuming a negative prognosis for the business continuance (*Liquidationswert bei negativer Fortführungsprognose*);

(D) loans and other contractual liabilities incurred by that German Guarantor in violation of the provisions of any of the Finance Documents shall be disregarded; and

(E) the Net Assets shall in any event take into account the costs of an Auditor's Determination (as defined below), either as a reduction of assets or an increase of liabilities.

(iii) The relevant German Guarantor shall realise, to the extent legally permitted and commercially reasonable (with regard to the cost and effort involved), in a situation where it after the relevant enforcement would not have sufficient Net Assets to maintain its stated share capital, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets, if the relevant asset is not necessary for that German Guarantor's business (*betriebsnotwendig*). In addition, that German Guarantor shall take all other measures to avoid the enforcement of a guarantee causing an Impairment to the extent commercially justifiable (with regard to costs and efforts involved) and legally permitted.

(iv) Without prejudice to subparagraph (i) above, no later than five Business Days after receipt of notice from the Agent that it will enforce the guarantee granted by a German Guarantor (the "**Enforcement Notice**"), that German Guarantor shall pay to the Agent the amount of any Up-Stream or Cross-Stream Guarantee in the meaning set out in subparagraph (vii) below which can be enforced without causing the Net Assets of that German Guarantor to fall below its stated share capital (the "**Recovery Amount**"), based on the registered share capital and amount of Net Assets shown in the most recent balance sheet or interim balance sheet of that German Guarantor (a copy of such balance sheet to be made available to the Agent within five Business Days of that German Guarantor's receipt of an Enforcement Notice), or such lower or higher amount as the managing directors of the relevant German Guarantor on behalf of that German Guarantor have confirmed in writing to the Agent within five Business Days of receipt of the Enforcement Notice as being (y) the Recovery Amount and/or (z) enforceable pursuant to subparagraph (i) above.

(v) In addition, the relevant German Guarantor shall, not later than 20 Business Days after its receipt of an Enforcement Notice, obtain a determination by auditors of international standing and reputation appointed by that German Guarantor (the "**Auditor's Determination**") with the consent of the Agent (not to be unreasonably withheld) of (y) the Recovery Amount (such determination to take into account the balance sheet adjustments set out in subparagraph (ii) above) and (z) an estimate of the liabilities,

damages, costs, fees and expenses reasonably expected to result from a liquidation of that German Guarantor (on the assumption that such enforcement would result in an Impairment), and that German Guarantor shall, not later than five Business Days after receipt of such Auditor's Determination, pay to the Agent the additional amount (if any) by which the Recovery Amount determined in the Auditor's Determination exceeds the amount (if any) paid to the Agent pursuant to subparagraph (iv) above.

(vi) If the Agent (acting on behalf of the Finance Parties) disagrees with an Auditor's Determination, the Finance Parties shall be entitled to further pursue in court their payment claims under the guarantee granted by a German Guarantor (if any) in excess of the amounts paid or payable pursuant to subparagraphs (iv) and/or (v) above, by claiming in court that demanding payment under the guarantee against such German Guarantor does not violate the German provisions on maintenance of share capital as applicable from time to time, in particular sections 30 and 31 GmbH-Act. Notwithstanding the foregoing, and for the avoidance of doubt, no German Guarantor shall be obliged to pay any such amount on demand.

(vii) For the purpose of this Clause 18.10, "**Up-Stream or Cross-Stream Guarantee**" means, in relation to a German Guarantor, any guarantee or other security for the obligations or liabilities of a member of the Group that is not a direct or indirect Subsidiary of the relevant German Guarantor, other than to the extent (y) such guarantee or other security relates to obligations or liabilities of the relevant member of the Group which have been on lent to, or otherwise been passed on to, and have not been repaid by, the relevant German Guarantor or any of its Subsidiaries and (z) the amounts thus on-lent do not qualify as equity replacing (*eigenkapitalersetzend)*.

(viii) The limitations set out in subparagraphs (i) to (vii) above shall not apply to any amounts payable by a German Guarantor to the extent a valid domination and/or profit and loss transfer agreement (*Beherrschungs-und/oder Gewinnabführungsvertrag*) is in place between the relevant German Guarantor and the entity to whose liabilities the enforcement relates, unless such payment would despite the existence of the relevant valid domination and/or profit and loss transfer agreement violate the capital maintenance requirements as set out in sections 30, 31 of the German Limited Liability Company Act (as amended and applied by German courts from time to time).

(f) Luxembourg

The aggregate amount payable by any Luxembourg Guarantor under this guarantee for the obligations under the Finance Documents of any other Obligor which is not a direct or indirect Subsidiary of such Luxembourg Guarantor shall, from time to time, be limited to an amount not exceeding at any time the higher of:

(i) the principal amount (if any) borrowed by that Luxembourg Guarantor or any other Obligor and financed directly or indirectly by a borrowing under this Agreement; PLUS 90 per cent. of the sum of that Luxembourg Guarantor's "capitaux propres" (as referred to in article 34 of the Luxembourg act dated 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings, as

amended) and its subordinated debts (as referred to in article 34 of the Luxembourg act dated 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings, as amended) as reflected in its last financial statements (approved, as the case may be, by a shareholders' meeting) available on the date of payment under this guarantee; and

(ii) the principal amount (if any) borrowed by that Luxembourg Guarantor or any other Obligor and financed directly or indirectly by a borrowing under this Agreement; PLUS 90 per cent. of the sum of that Luxembourg Guarantor's "capitaux propres" (as referred to in article 34 of the Luxembourg act dated 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings) and its subordinated debts (as referred to in article 34 of the Luxembourg act dated 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings) as reflected in its last financial statements (approved, as the case may be, by a shareholders' meeting) available as at the date of this Agreement.

(g) The guarantee of any Additional Guarantor is subject to any limitations relating to that Additional Guarantor set out in any relevant Accession Letter.

(h) In this Agreement:

"**French Obligor**" means an Obligor incorporated in France.

"**German Guarantor**" means Guarantor incorporated in Germany as a limited liability company (GmbH).

"**Luxembourg Guarantor**" means a Guarantor incorporated under the laws of Luxembourg.

SECTION 8

REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

19. REPRESENTATIONS

Each Obligor makes in respect of itself, and the Company makes in respect of itself and each other Obligor the representations and warranties set out in this Clause 19 to each Finance Party on the date of this Agreement, except that:

(a) the representations and warranties set out in Clause 19.17 (*U.S. matters*) shall only be made by the Company and each U.S. Debtor; and

(b) the representation and warranty set out in paragraph (b) of Clause 19.10 (*Financial statements*) shall be made on the date of delivery pursuant the provisions of this Agreement of each of the financial statements to which it relates (with respect to such financial statements only).

19.1 Status

(a) It is a corporation or, as the case may be, a partnership duly incorporated or, as the case may be, formed and/or registered and validly existing under the law of its jurisdiction of incorporation.

(b) It and each of its Subsidiaries in the Restricted Group has the power to own its assets and carry on its business as it is being conducted.

19.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to any qualifications as to matters of law as at the date of this Agreement which are referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*) or Clause 25 (*Changes to the Obligors*) legal, valid, binding and enforceable obligations.

19.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any member of the Restricted Group or any of its or any member of the Restricted Group's assets to an extent or in a manner which might reasonably be expected to have a Material Adverse Effect,

nor (except as provided in any Security Document) result in the existence of, or oblige it to create, any Security over any of its assets.

19.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary corporate action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

19.5 **Validity and admissibility in evidence**

All Authorisations required or desirable:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

(b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(c) to enable it to create the Security to be created by it pursuant to any Security Document and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

19.6 **Governing law and enforcement**

The choice of law specified in each Finance Document as the governing law of that Finance Document will be recognised and enforced in its jurisdiction of incorporation.

19.7 **No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

19.8 **No default**

(a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.

(b) No other event or circumstance is outstanding which constitutes a default by it or any of its Subsidiaries in the Restricted Group under any other agreement relating to Financial Indebtedness which is binding on it or any of its Subsidiaries in the Restricted Group or to which its (or its Subsidiaries in the Restricted Groups') assets are subject which might have a Material Adverse Effect.

19.9 **No misleading information**

(a) The financial projections contained in the Base Case have been prepared on the basis of recent historical information and on the basis of assumptions made after careful consideration.

(b) All written factual information contained in the Information Memorandum is true, complete and accurate in all material respects as at the date it was given and is not misleading in any material respect.

(c) Nothing has occurred or been omitted from the Information Memorandum or the Base Case that results in the information contained in the Information Memorandum or the Base Case being untrue or misleading in any material respect.

(d) All written information supplied by the Company to a Finance Party after the date of this Agreement is true, complete and accurate in all material respects as at the date it was given and is not misleading in any material respect at that date provided that any non-wilful breach of this paragraph (d) shall not give rise to an Event of Default.

19.10 **Financial statements**

(a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied unless expressly disclosed to the contrary.

(b) Its Original Financial Statements and financial statements provided in accordance with paragraphs (a) (i), (ii), (v), (vi) and (vii) of Clause 20.1 (*Financial statements*) fairly represent its financial condition and operations during the relevant financial year.

(c) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Restricted Group, in the case of the Company) since the date on which its Original Financial Statements are stated to have been prepared.

19.11 ***Pari passu* ranking**

(a) Each Security Document creates (or, once entered into, will create) in favour of the Security Agent for the benefit of the Finance Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Without limiting paragraph (a) above, its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

19.12 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which are reasonably likely to be adversely determined and, if so, would be reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries in the Restricted Group.

19.13 **Title**

It has good and marketable title to the assets subject to the Security created by it pursuant to any Security Document, free from all Security except the Security created pursuant to, or permitted by, the Finance Documents.

19.14 **Environmental compliance**

Each member of the Restricted Group has performed and observed in all material respects all Environmental Law, Environmental Permits and all other material covenants, conditions, restrictions or agreements directly or indirectly concerned with any contamination, pollution or waste or the release or discharge of any toxic or hazardous substance in connection with any real property which is or was at any time owned, leased or occupied by any member of the Restricted Group or on which any member of the Restricted Group has conducted any activity where failure to do so would have a Material Adverse Effect.

19.15 **Environmental Claims**

No Environmental Claim has been commenced or (to the best of its knowledge and belief) is threatened against any member of the Restricted Group where that claim would be reasonably likely to be determined against that member of the Restricted Group and, if so, would have a Material Adverse Effect.

19.16 **Taxation**

(a) It has duly and punctually paid and discharged all Taxes shown in its Tax returns or any assessment made against it to be due and payable within the time period allowed without incurring penalties except to the extent that (i) payment is being contested in good faith by appropriate proceedings, (ii) it has maintained adequate reserves for those Taxes in accordance with GAAP, (iii) payment can be lawfully withheld and (iv) failure to pay would not have a Material Adverse Effect.

(b) It is not materially overdue in the filing of any Tax returns except where failure to do so would not have a Material Adverse Effect.

(c) No claims are being asserted against it with respect to Taxes except to the extent that (i) payment is being contested in good faith by appropriate proceedings, (ii) it has maintained adequate reserves for those Taxes in accordance with GAAP, (iii) payment can be lawfully withheld and (iv) those claims would not have a Material Adverse Effect.

19.17 **U.S. matters**

(a) **Compliance with ERISA**

(i) The Company and each Restricted Subsidiary and ERISA Affiliate of the Company has fulfilled all its material contribution obligations under the minimum funding standards of ERISA, and the Code, with respect to any employee pension benefit plan covered by Title IV of ERISA or subject to the minimum funding standards under section 412 of the Code maintained by it, that Restricted Subsidiary or ERISA Affiliate or to which it, that Restricted Subsidiary or ERISA Affiliate makes contributions, has within the previous five years made contributions or has an obligation to make contributions (a " **Plan**").

(ii) Each Plan is in compliance in all material respects with the presently applicable provisions of ERISA and the Code, and neither the Company nor any Restricted Subsidiary or ERISA Affiliate of the Company has incurred or expects to incur any material liability to the Pension Benefit Guaranty Corporation of the United States (or any entity succeeding to any or all of its functions under ERISA) or to a Plan under Title IV of ERISA.

(iii) Neither the Company nor any of its Restricted Subsidiaries or ERISA Affiliates has incurred any material liability to or on account of a Plan pursuant to the penalty provisions of Title I or Title IV of ERISA or expects to incur any such material liability thereunder with respect to any such Plan,

in each case to the extent such failure to fulfil the relevant obligations, failure to be in compliance or liability incurred (as applicable) has or could reasonably be expected to have a Material Adverse Effect.

(b) **Investment Company Act**

Neither the Company nor any of its Subsidiaries is required to be registered as or is an "investment company" or a "company controlled by an investment company" within the meaning of the United States Investment Company Act of 1940.

(c) **Foreign Corrupt Practices Act**

Neither the Company nor any of its Subsidiaries has made an "unlawful payment" within the meaning of, and is not in any way in violation of, The Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1 et seq.) or any similar laws.

(d) **Margin Stock**

No part of the proceeds of any Loan will be used (i) for any purpose which violates the provisions of the Margin Regulations, or (ii) to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock, other than in the case of (ii), that portion of the proceeds of any Loan applied towards refinancing any Existing Financial Indebtedness applied toward financing the Merger.

(e) **Restricted Party**

So far as the Company is aware, neither the Company nor any of its Subsidiaries (i) is, or is controlled by a Restricted Party; or (ii) has received funds or other property from a Restricted Party.

For the purposes of this Clause 19.17, "**Restricted Party**" means any person listed:

(i) in the "Annex" to the Executive Order;

(ii) on the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC; or

(iii) in any successor list to either of the foregoing,

or any person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law.

(f) **Indebtedness limitations**

Neither the Company nor any of its Restricted Subsidiaries is subject to regulation under any law or regulation of the United States or any state thereof that limits its ability to incur or guarantee indebtedness.

(g) **Anti-Terrorism Law**

Neither the Company nor any of its Subsidiaries is:

(i) in breach of or is the subject of any action or investigation under any Anti-Terrorism Law;

(ii) knowingly engaged in any transaction that violates any of the applicable provisions set out in any Anti-Terrorism Law;

(iii) to its knowledge, none of the funds or assets of any Obligor that are used to repay the Facility shall constitute property of, or shall be beneficially owned directly or indirectly by, any Restricted Party and no Restricted Party shall have any direct or indirect interest in such Obligor that would constitute a violation of any Anti-Terrorism Law;

(iv) each Obligor shall procure that none of its Subsidiaries will, knowingly fund all or part of any payment under this Agreement out of proceeds derived from transactions that violate the prohibitions set forth in any Anti-Terrorism Law,

Where "**Anti-Terrorism Law**" means each of:

(a) Executive Order 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on 23rd September, 2001, as amended by Executive Order 13268 (as so amended, the "**Executive Order**");

(b) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as amended (commonly known as the "**USA Patriot Act**");

(c) the Money Laundering Control Act of 1986 (18 U.S.C. Section 1956);

(d) any other law or regulation administered by OFAC; and

(e) any similar law enacted in the United States subsequent to the date of this Agreement.

(h) **Public utilities**

Neither the Company nor any of its Subsidiaries is a public utility or subject to regulation under the United States Federal Power Act of 1920, where "public utility" has the meaning given to it in the United States Federal Power Act of 1920.

19.18 **Allscripts Holding Companies**

No Allscripts Holding Company has traded or incurred any liability other than security for the Existing Revolving Facility Agreement, under the Finance Documents or in connection with the plan of merger dated 17 March 2008 between Allscripts, the Company, Patriot Merger Company LLC and Misys Healthcare Systems, LLC. and does not have any assets other than those which are the subject of a Security Document.

19.19 **Repetition**

The Repeating Representations (and, in the case of paragraph (b) below, the representations set out in Clause 19.7 (*No filing or stamp taxes*)) are deemed to be made by each Obligor (by reference to the facts and circumstances then existing) on:

(a) the date of each Utilisation Request or Selection Notice, the first day of each Interest Period; and

(b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

20. **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 **Financial statements**

(a) The Company shall supply to the Agent in sufficient copies for all the Lenders:

(i) its audited consolidated financial statements for each of its financial years (for the avoidance of doubt, consolidating the Allscripts Group);

(ii) its audited combined financial statements for each of its financial years, prior to consolidating the Allscripts Group;

(iii) the audited consolidated financial statements of the Allscripts Group for each of its financial years; and

(iv) (if requested by a Lender) the audited financial statements of each other Obligor for each of its financial years except that if any Obligor is incorporated in a jurisdiction in which it is not required to produce audited accounts or in which it is not customary to do so, the Company may instead supply unaudited accounts in respect of that Obligor;

(v) its consolidated interim financial statements for each of its financial half years (for the avoidance of doubt, consolidating the Allscripts Group);

(vi) its combined financial statements for each of its financial half years, prior to consolidating the Allscripts Group;

(vii) its combined financial statements for each of its Financial Quarters ending on 31 August and 28 February, prior to consolidating the Allscripts Group (with the exception of the consolidated financial statements for the Financial Quarter ending 30 August 2009); and

(viii) the consolidated financial statements of the Allscripts Group for each of its financial half years or Financial Quarters,

in respect of paragraph (a)(ii), (vi) and (vii) in the form agreed by the Agent prior to the date of this Agreement.

(b) All financial statements must be supplied as soon as they are available and:

(i) in the case of the financial statements referred to in paragraphs (a)(i), (a)(ii) and (a)(iv) above, within 120 days;

(ii) in the case of another Obligor's annual financial statements, within 120 days;

(iii) in the case of the financial statements referred to in paragraphs (a)(v) and (a)(vi) above, within 90 days; and

(iv) in the case of the financial statements referred to in paragraph (a)(vii) above, within 45 days,

of the end of the financial period to which those financial statements relate and, in the case of financial statements of the Allscripts Group, promptly after any member of the Group receives the same in its capacity as shareholder of a member of the Allscripts Group.

20.2 **Compliance Certificate**

(a) The Company shall supply to the Agent, with each set of financial statements delivered by it pursuant to paragraph (a)(ii), (a)(vi) or (a)(vii) of Clause 20.1 (*Financial statements*):

(i) a Compliance Certificate as to compliance with Clause 21 (*Financial covenants*) as at the relevant Test Date (as defined in Clause 21.1 (*Financial definitions*)), being the date as at which those financial statements were drawn up; and

(ii) a list of all Strategic Corporate Hedges, such list substantially in the form agreed between the Company and the Lenders prior to the date of the Amendment Agreement.

(b) Each Compliance Certificate shall be signed by two authorised signatories of the Company, one of which is the chief executive officer or the chief financial officer of the Company.

20.3 **Principal Subsidiaries**

The Company shall supply to the Agent with each set of financial statements delivered by it pursuant to paragraph (a)(ii), (a)(vi) or (a)(vii) of Clause 20.1 (*Financial statements*) or, within 14 days after any request made by the Agent (acting reasonably), a certificate signed on its behalf by two authorised signatories of the Company, one of which is the chief executive officer or the chief financial officer of the Company:

(a) listing the Principal Subsidiaries as at the end of the Relevant Period (or, as at the date specified in the Agent's request, which date must be not less than 15 nor more than 45 days before the date of the request and which must be at the end of a month); and

(b) setting out in reasonable detail and in a form satisfactory to the Agent the computations necessary to justify the inclusions in, and exclusions from, that list.

20.4 **Annual Budget**

The Company shall supply to the Agent in sufficient copies for all the Lenders as soon as the same becomes available, but in any event no later than 60 days after the start of each of its financial years, a Budget in respect of that financial year in the form agreed by the Agent prior to the date of this Agreement.

20.5 **Requirements as to financial statements**

(a) The Company shall ensure that each set of its financial statements delivered by it pursuant to Clause 20.1 (*Financial statements*) is prepared using IFRS and accounting practices and financial reference periods consistent with those applied in the preparation of its Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in IFRS or the accounting practices or reference periods and it delivers to the Agent a certificate signed by two authorised signatories of the Company, one of which is the chief executive officer or the chief financial officer of the Company setting out:

(i) a description of any change necessary for those financial statements and a reconciliation of those financial statements to reflect the IFRS, accounting practices and reference periods upon which its Original Financial Statements were prepared; and

(ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 21 (*Financial covenants*) has been complied with on the basis of those financial statements as reconciled in accordance with the reconciliation referred to in paragraph (i) above and to make an accurate comparison between the financial position indicated in those financial statements and its Original Financial Statements.

(b) If the Company notifies the Agent of a change in accordance with paragraph (a) above then the Company and Agent shall enter into negotiations in good faith with a view to agreeing:

(i) whether or not the change might result in any material alteration in the commercial effect of any of the terms of this Agreement; and

(ii) if so, any amendments to this Agreement which may be necessary to ensure that the change does not result in any material alteration in the commercial effect of those terms,

and if any amendments are agreed they shall take effect and be binding on each of the Parties in accordance with their terms.

Any reference in this Agreement to the Company's financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Company's Original Financial Statements were prepared.

20.6 **Information: miscellaneous**

The Company shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) all documents dispatched by the Company to its shareholders (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched;

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Restricted Group, and which are reasonably likely to be adversely determined and, if so, would be reasonably likely to have a Material Adverse Effect;

(c) promptly, such further information regarding the financial condition, business and operations of any member of the Restricted Group as any Finance Party (through the Agent) may reasonably request; and

(d) promptly but in any event within 90 days after the end of each half of each of its financial years, a certificate confirming the total number of shares in the Company purchased by the Company during such half of the relevant financial year, and the total amount paid for such shares during that period (including stamp duty and brokers' commissions).

20.7 **Notification of Default**

(a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Company shall supply to the Agent a certificate signed by a director or two senior officers on its behalf certifying that no Default is continuing (or, if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.8 **Use of websites**

(a) The Company may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the "**Website Lenders**") who accept this method of communication by posting this information onto an electronic website designated by the Company and the Agent (the "**Designated Website**") if:

(i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;

(ii) both the Company and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and

(iii) the information is in a format previously agreed between the Company and the Agent.

If any Lender (a "**Paper Form Lender**") does not agree to the delivery of information electronically, then the Agent shall notify the Company accordingly and the Company shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event, the Company shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

(b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Company and the Agent.

(c) The Company shall promptly upon becoming aware of the occurrence of an event specified in paragraphs (i) to (v) below notify the Agent or procure that it is notified, if:

(i) the Designated Website cannot be accessed for a period of more than 24 hours due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;

(iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or

(v) the Company becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Company notifies the Agent under paragraph (c)(i) or paragraph (c)(v) of this Clause 20.8, all information to be provided by the Company under this Agreement after the date of that notice shall be supplied in paper form unless and until the circumstances giving rise to the notification are no longer continuing.

Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Company shall comply with any such request within 10 Business Days.

20.9 **"Know your customer" checks**

(a) Each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to any person that are required by law or regulatory requirements, provided that the Agent or any Lender shall be entitled to request such information only:

(i) during the period from and including the date of this Agreement to and including the date falling 40 Business Days after the date of this Agreement or, as the case may be, during the period from and including the effective date of an assignment or a transfer to a New

Lender in accordance with Clause 24 (*Changes to the Lenders*) to and including the date falling 40 Business Days after such effective date; or

(ii) following a change in any law or regulatory requirements, during the period from and including the date of such change to and including the date falling 40 Business Days after the date of such change.

For the purposes of this Clause 20.9 (*"Know your customer" checks*) the Agent or any other Lender requesting any documentation or evidence referred to above, shall be referred to as a "**Requesting Lender**" and the relevant documentation or evidence, shall be referred to as the "**KYC Information**".

(b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied with the results of all necessary "know your customer" or other checks on Lenders or prospective new Lenders pursuant to the transactions contemplated in the Finance Documents.

(c) The Company shall, by not less than 10 Business Days' written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 25 (*Changes to the Obligors*).

(d) Following the giving of any notice pursuant to paragraph (c) above, the Company shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to any person that are required by law or regulatory requirements.

(e) The Agent shall promptly notify the Company of any KYC Information requested by a Requesting Lender and the Company shall promptly supply or procure the supply of such KYC Information to the Agent (which shall promptly forward the relevant KYC Information to the relevant Requesting Lender).

20.10 **Pensions Notices**

(a) Each Obligor whose jurisdiction of incorporation is England and Wales, Scotland or Northern Ireland must immediately notify the Agent in writing if it becomes aware that the Pensions Regulator intends to start or has started any investigation which that Obligor has reasonable grounds to consider is reasonably likely to lead to the issue of a Pensions Notice to that Obligor. That notification must be made as soon as the relevant Obligor becomes aware of the relevant facts.

(b) Each Obligor whose jurisdiction of incorporation is England and Wales, Scotland or Northern Ireland must immediately notify the Agent in writing if it receives a Pensions Notice from the Pensions Regulator.

21. FINANCIAL COVENANTS

21.1 Financial definitions

In this Agreement:

"**Adjusted EBITDA**" means, in respect of any Relevant Period, EBITDA for that Relevant Period adjusted by:

(a) crediting EBITDA for that Relevant Period for any Subsidiaries (excluding any member of the Group which is a member of the Allscripts Group) acquired during that Relevant Period; and

(b) debiting (but only to the extent included in EBITDA) EBITDA for that Relevant Period for any Subsidiaries (excluding any member of the Group which is a member of the Allscripts Group) disposed of during that Relevant Period,

and where amounts are denominated in a currency other than sterling, using an exchange rate determined in accordance with IFRS.

"**Borrowings**" means, in respect of any Relevant Period without double counting, the aggregate outstanding principal, capital or nominal amount of Financial Indebtedness on the last day of that Relevant Period (determined on a consolidated basis and calculated using the exchange rate applying on the calculation date) of the members of the Restricted Group and shall include:

(a) the outstanding amount of any bills of exchange or promissory notes on which any member of the Restricted Group is liable as drawer (but only if the relevant bill is not beneficially owned by it), acceptor, issuer, endorser or otherwise (but excluding any bill or note drawn, accepted or issued by that member of the Restricted Group in the ordinary course of trading and which is payable at sight or not more than 90 days after sight or has a final maturity of not more than 90 days from its issue date and is not re-financing another bill or note relating to the same underlying transaction);

(b) to the extent paid up or credited as paid up, the nominal amount of any redeemable shares issued by any member of the Restricted Group;

(c) any fixed or minimum premium payable on redemption or repayment of any Financial Indebtedness; and

(d) the amount of any Financial Indebtedness consisting of deferred consideration but only where the amount payable can be determined at such time or, where the amount cannot be determined at such time but the Financial Indebtedness consisting of deferred consideration will not be less than an amount which can be determined, the amount so determined,

but excluding:

(e) any Financial Indebtedness owed by one member of the Restricted Group to another;

(f) the mark to market value of any Strategic Corporate Hedge; and

(g) any moneys borrowed from any member of the Restricted Group by the trustee of an employee share option scheme for the benefit of employees of any member of the Restricted Group required to be recognised as a liability of any member of the Restricted Group by Financial Reporting Standard 5 (Reporting the Substance of Transactions).

For this purpose, moneys borrowed or raised which are on a particular day outstanding or repayable in a currency other than sterling shall on that day be taken into account (i) if that day is a date as at which the Restricted Group's audited consolidated balance sheet (without consolidating the Allscripts Group) has been prepared, in their sterling equivalent at the rate of exchange used for the purpose of preparing that balance sheet and (ii) in any other case in their sterling equivalent as at 11.00 a.m. on the last Business Day of the previous month.

"**Capital Expenditure**" means any expenditure which, in accordance with IFRS, should be treated as capital expenditure in the audited consolidated financial statements of the Restricted Group.

"**Cash and Cash Equivalents**" means, in respect of any Relevant Period, the sum of:

(a) the then current market value of marketable debt securities issued or guaranteed by the government of the United States or the United Kingdom;

(b) deposits for a term of three months or less and money at call with the Agent or a recognised bank, building society or financial institution incorporated or established in the OECD having a rating of at least A granted by Standard & Poor's Rating Services or at least A2 by Moody's Investors Service Inc., except to the extent they constitute Excluded Cash;

(c) the then current market value of any certificate of deposit the term of which has three months or less remaining to maturity issued by the Agent or a recognised bank, building society or financial institution incorporated or established in the OECD having a rating of A granted by Standard & Poor's Rating Services, or at least A2 by Moody's Investors Service Inc.;

(d) (if positive) the marked to market value of any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; and

(e) any cash in hand or cash at bank other than Excluded Cash,

held by or for a member of the Restricted Group on the last day of that Relevant Period.

"**EBITDA**" means, for any Relevant Period, PBIT before deduction of any amount attributable to the amortisation of intangible assets, depreciation of tangible assets or impairment and eliminating the effect of any Recycled FX, Movement on Embedded Derivatives and Unrealised Foreign Exchange Movements on Strategic Corporate Hedges.

"**Excluded Cash**" means, in respect of any member of the Restricted Group on the last day of a Relevant Period, the amount (if any) of any Cash and Cash Equivalents of that member of the Restricted Group held outside the United Kingdom which, or the proceeds of which, is or are prohibited at that time by applicable foreign exchange or other laws from being applied to meet

any indebtedness included in the calculation of Borrowings or to be remitted to the United Kingdom.

"**Foreign Currency Contract**" means a contract entered into by a member of the Restricted Group in the ordinary course of its trading that is denominated in a currency that is not the usual operating currency of that member of the Restricted Group.

"**Movement on Embedded Derivatives**" means unrealised gains or losses resulting from currency fluctuation in the Relevant Period in respect of any Foreign Currency Contract determined in accordance with International Accounting Standard 39 of IFRS.

"**Net Borrowings**" means, in respect of any Relevant Period, Borrowings less Cash and Cash Equivalents.

"**Net Interest Payable**" means, in respect of any Relevant Period:

(a) the aggregate amount of the interest (including the interest element of leasing and hire purchase payments and capitalised interest), commission, fees, discounts and other finance payments payable in cash by any member of the Restricted Group (including any commission, fees, discounts and other finance payments payable by any member of the Restricted Group under any interest rate hedging arrangement) and excluding, for the avoidance of doubt any amount deemed to be interest in accordance with Financial Reporting Standard 12 (Provisions, Contingent Liabilities and Contingent Assets) and Financial Reporting Standard 17 (Retirement Benefits) any interest in respect of any indebtedness referred to in paragraph (b)(ii) of Clause 22.13 (*Loans and Guarantees*);

less:

(b) the aggregate of any interest receivable in cash by any member of the Restricted Group on any deposit or bank account and any commission, fees, discounts and other finance payments received by any member of the Restricted Group under any interest rate hedging instrument and for the avoidance of doubt any amounts received by any member of the Restricted Group by way of return on any money market fund.

"**PBIT**" means, in relation to any Relevant Period, the consolidated operating profit of the Restricted Group from continuing operations but before tax and excluding:

(a) any exceptional, one-off, non-recurring or extraordinary items;

(b) Net Interest Payable for that Relevant Period; and

(c) profits (or losses) of any member of the Restricted Group (other than the Company) which are attributable to ownership interests in that member of the Restricted Group that are not directly held by another member of the Restricted Group,

but including, to the extent not already included, operating profit of any Restricted Subsidiary or business of the Restricted Group disposed of during that Relevant Period for that part of that Relevant Period in which that Restricted Subsidiary or business was owned by the Restricted Group.

"**Recycled FX**" means any unrealised gains or losses resulting only from the requirement to account for foreign exchange movements resulting from the repayment, discharge or transfer of

long term loans between members of the Restricted Group where such loans are classified within the long term liabilities of the individual accounts of the members of the Restricted Group.

"**Relevant Period**" means each period of 12 months ending on a Test Date.

"**Strategic Corporate Hedge**" means a forward foreign exchange contract entered into by the Company or a member of the Restricted Group in the relevant Financial Year and maturing within that Financial Year specifically to hedge the projected foreign currency profits of the forthcoming year and for which hedge accounting has not been achieved.

"**Test Date**" means 31 May 2009, 30 November 2009 and each Quarter Date thereafter.

"**Unrealised Foreign Exchange Movements on Strategic Corporate Hedges**" means unrealised marked to market gains or losses on any Strategic Corporate Hedge.

The above terms shall be interpreted in accordance with paragraph (h) of Clause 1.2 (*Construction*).

21.2 **Financial condition**

The Company shall ensure that, on each Test Date:

(a) the ratio of Net Borrowings on that Test Date to Adjusted EBITDA for the Relevant Period ending on that Test Date shall:

(i) be less than 3.0:1 if the Test Date falls before the Security Release Date; and

(ii) be less than 2.50:1 if the Test Date falls on or after the Security Release Date.

(b) the ratio of EBITDA to Net Interest Payable for the Relevant Period ending on that Test Date shall be greater than 5.0:1.

21.3 **Financial testing**

The financial covenants set out in Clause 21.2 (*Financial condition*) shall be tested for each Relevant Period by reference to each of the financial statements and/or each Compliance Certificate delivered pursuant to Clause 20.2 (*Compliance Certificate*).

21.4 **Adjustment for Interest Cover Test**

For the purpose of calculating Clause 21.2(b) (Financial condition), Net Interest Payable shall be adjusted by:

(a) excluding any payment of up-front fees or expenses (however described) in connection with the Facilities or any facility entered into prior to the date of this Agreement, and any amortisation in respect of any such fees or expenses; and

(b) in respect of any Relevant Period in which principal was outstanding under the Existing Subordinated Facility Agreement, including interest payable in relation to that principal as if that principal had been outstanding under the Existing Revolving Facility Agreement and not the Existing Subordinated Facility Agreement.

The adjustments in paragraphs (a) and (b) above shall only affect the calculation of "Net Interest Payable " for the purposes of Clause 21.2(b) and no adjustment will be made to "Net Interest Payable" for the purposes of determining PBIT for any Relevant Period.

22. GENERAL UNDERTAKINGS

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

22.1 Authorisations

Each Obligor shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

22.2 Compliance with laws

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

22.3 *Pari passu* ranking

Each Obligor shall ensure that at all times its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

22.4 Negative pledge

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall) create or permit to subsist any Security over any of its assets.

(b) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall):

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Restricted Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

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

(iv) enter into any other preferential arrangement having a similar effect,

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

(c) Paragraphs (a) and (b) above do not apply to:

(i) any netting or set-off arrangement entered into by any member of the Restricted Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(ii) any lien arising by operation of law and in the ordinary course of trading;

(iii) except where the supplier is another member of the Restricted Group, any title transfer or retention of title arrangement entered into by any member of the Restricted Group in the normal course of trading on the supplier's standard or usual terms;

(iv) any Security or (Quasi Security) over or affecting any asset acquired by a member of the Restricted Group (except any asset acquired from another member of the Restricted Group) after the date of this Agreement if:

(A) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by a member of the Restricted Group;

(B) the principal amount secured has not been increased in contemplation of, or since the acquisition of, that asset by a member of the Restricted Group; and

(C) the Security or Quasi Security is removed or discharged within nine months of the date of acquisition of such asset unless the Company has demonstrated to the satisfaction of the Agent that that member of the Restricted Group (1) is not contractually entitled to repay the Financial Indebtedness secured by that Security, and (2) has used reasonable endeavours to procure the discharge of that Security,

unless the Majority Lenders consent otherwise;

(v) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Restricted Group after the date of this Agreement, where the Security or Quasi Security is created prior to the date on which that company becomes a member of the Restricted Group, if:

(A) the Security or Quasi Security was not created in contemplation of the acquisition of that company;

(B) the principal amount secured has not increased in contemplation of, or since the acquisition of, that company; and

(C) the Security or Quasi Security is removed or discharged within nine months of that company becoming a member of the Restricted Group unless the Company has demonstrated to the satisfaction of the Agent that that member of the Restricted Group (1) is not contractually entitled to repay the Financial Indebtedness secured by that Security, and (2) has used reasonable endeavours to procure the discharge of that Security,

unless the Majority Lenders consent otherwise;

(vi) any Security or Quasi Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi Security other than any permitted under this paragraph (c)) does not exceed £2,500,000 (or its equivalent);

(vii) any Security created in connection with escrow arrangements for source codes agreed with the customers of any member of the Restricted Group in the ordinary course of business;

(viii) any Security over goods, documents of title to goods and related documents and insurances and their proceeds arising or created in the ordinary course of its business as security for indebtedness to a bank or financial institution directly relating to the assets over which that Security exists;

(ix) any Security over any assets of a member of the Restricted Group in favour of a Guarantor;

(x) the security created pursuant to any of the Security Documents; and

(xi) any Security or Quasi Security created over any asset with the prior written consent of the Majority Lenders.

(d) Paragraph (a) above does not apply to Security granted by a member of the Restricted Group in favour of a provider of bank guarantees, bid, transfer or performance bonds, standby letters of credit and similar instruments required by it or another member of the Restricted Group in the ordinary course of business **provided that** the principal amount secured by such Security does not exceed £500,000 (or its equivalent) in aggregate.

22.5 **Disposals**

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset to any other person, including any member of the Allscripts Group.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal of an asset (other than a Charged Asset):

(i) made in the ordinary course of trading of the disposing entity;

(ii) of assets in exchange for other assets comparable or superior as to type, value and quality;

(iii) of obsolete assets at arm's length and on normal commercial terms;

(iv) of cash as consideration for the acquisition of any asset at arm's length and on normal commercial terms;

(v) of assets at arm's length and on normal commercial terms, which in the reasonable view of the board of directors of the Company, are not required in the operation of the disposing entity's business and which were acquired by the disposing entity as the result of the acquisition of another person;

(vi) of assets for a consideration not less than a normal commercial consideration by any member of the Restricted Group to a Guarantor, or by one member of the Restricted Group that is a wholly-owned Subsidiary of the Company to another member of the Restricted Group that is a wholly-owned Subsidiary, or (if the interest of the Company in

the transferee is not less than its interest in the transferor) by any other member of the Restricted Group to another member of the Restricted Group;

(vii) of cash dividends by the Company to its ordinary shareholders from its distributable profits and reserves in the usual and ordinary course of its business;

(viii) of assets for cash of the Company having an aggregate fair market value of less than £35,000,000 over the life of the Facility (or its equivalent) and any individual disposal of an asset for cash consideration of less than £50,000; or

(ix) made with the prior written consent of the Majority Lenders,

provided that nothing in this paragraph (b) shall permit any member of the Group to sell, lease, transfer or otherwise dispose of any shares in Allscripts other than as part of a Permitted Buyback.

22.6 **Change of business**

The Company shall procure that no substantial change is made to the general nature of the business of the Company or the Restricted Group from that carried on at the date of this Agreement.

22.7 **Merger**

No Obligor shall enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction other than where the surviving entity of that amalgamation, demerger, merger, consolidation or corporate reconstruction is (a) liable for the obligations of that Obligor and (b) incorporated in the same jurisdiction as that Obligor.

22.8 **Insurance**

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and to the extent that it reasonably considers is usual for companies carrying on the same or substantially similar business.

22.9 **Environmental compliance**

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) comply in all material respects with all Environmental Law and obtain and maintain any Environmental Permits where failure to do so would have a Material Adverse Effect.

22.10 **Environmental Claims**

The Company shall inform the Agent in writing as soon as reasonably practicable upon becoming aware of the same if any Environmental Claim has been commenced or (to the best of the Company's knowledge and belief) is threatened against any member of the Restricted Group where the claim would be reasonably likely to be determined against that member of the Restricted Group and, if so, would have a Material Adverse Effect.

22.11 **Taxation**

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) duly and punctually pay and discharge all Taxes shown in its Tax returns or in any assessment made against it to be due and payable within the time period allowed without incurring penalties except to the extent that (a) payment is being contested in good faith by

appropriate proceedings, (b) it has maintained adequate reserves for those Taxes in accordance with GAAP, (c) payment can be lawfully withheld and (d) failure to pay would not have a Material Adverse Effect.

22.12 **Prohibited acquisitions**

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall), without the prior written consent of the Majority Lenders:

(i) subscribe for or acquire any share or other equity interest in, or make any capital contribution to, any person; or

(ii) acquire any business or going concern, or the whole or substantially the whole of the assets or business of any person, or any assets that constitute a division or operating unit of the business of any person,

(each an "**Acquisition**").

(b) Paragraph (a) above shall not apply to:

(i) the Share Buy Backs (subject to Clause 22.15 (*Limitation on the amounts applied towards Share Buy Backs*));

(ii) an Acquisition for a consideration not exceeding a normal commercial consideration by a Guarantor from any member of the Restricted Group, or by one wholly-owned Subsidiary of the Company in the Restricted Group from another wholly-owned Subsidiary in the Restricted Group, or (if the interest of the Company in the transferee is not less than its interest in the transferor) by any other such Subsidiary from another which is a member of the Restricted Group;

(iii) an Acquisition of the issued share capital of a limited liability company, including by way of formation, which has not traded prior to the date of that Acquisition and which has no, or only nominal, assets and liabilities as at the date of that Acquisition;

(iv) an Acquisition (other than any acquisition of shares or equity investment in the Allscripts Group) by a member of the Restricted Group if:

(A) it is made at fair market value;

(B) it is of or in a business or shares in a business, in each case of the same type as that carried on by the Restricted Group;

(C) all Authorisations required in relation to that Acquisition have been obtained;

(D) it does not involve any member of the Restricted Group entering into a partnership or joint venture arrangement with any person other than a member of the Restricted Group for the purposes of that Acquisition;

(E) the ratio of Net Borrowings to Adjusted EBITDA for the most recently ended Relevant Period in respect of which a Compliance Certificate has been delivered, recalculated (i) after consolidating the financial statements of the company or business to be acquired (consolidated if that company has Subsidiaries) for that Relevant Period with those of the Restricted Group on a pro forma basis (and

taking into synergies which are reasonable and realisable within 12 months of the proposed acquisition), and (ii) as if the consideration for the proposed acquisition had been paid on the last day of that Relevant Period, is less than 2.5:1;

(F) the Company certifies to the Agent no later than the date the Acquisition completes that it is in compliance with paragraph (E) above, but only in respect of an Acquisition where the amount of the total cash and cash equivalent consideration for that Acquisition (including associated costs and expenses and any Financial Indebtedness assumed by a member of the Restricted Group from the acquired company or business or remaining in the acquired company or business at the date of Acquisition) (the "**Acquisition Consideration**") is greater than £1,000,000;

(G) the Acquisition Consideration for that Acquisition, when aggregated with the Acquisition Consideration for each other Acquisition (including for the avoidance of doubt any Acquisition of shares or other equity interests in the capital of a member of the Allscripts Group) made during the same financial year of the Company pursuant to this sub-paragraph (iv), does not exceed £35,000,000 (or its equivalent in another currency or currencies);

(H) the Acquisition Consideration for any Acquisitions where the EBITDA (adjusted on a pro forma basis for synergies which are reasonable and realisable within 12 months of the proposed acquisition) of the company or business to be acquired for the most recently ended financial year of the company or business prior to the date of the proposed Acquisition is negative when aggregated with all other such Acquisitions made during the same financial year of the company does not exceed £17,500,000;

(I) (in the case of an Acquisition of shares or other equity interests in the capital of a member of the Allscripts Group), the relevant Acquisition Consideration when aggregated with the relevant Acquisition Consideration for each other such Acquisition made after the date of this Agreement less the aggregate amount of any distribution, or the proceeds of a Permitted Buyback actually received in cash after the date of this Agreement in respect of shares in Allscripts held by a member of the Restricted Group, does not exceed £25,000,000 (or its equivalent in another currency or currencies) over the life of the Facility, provided that (x) any such Acquisition of shares or equity interests is made by one of the Allscripts Holding Companies and (y) for these purposes "relevant Acquisition Consideration" shall not include any consideration for an acquisition of shares in Allscripts that is required to prevent the percentage of the aggregate issued ordinary share capital of Allscripts held by the Group from being reduced as a result of an event outside of the Company's control; and

(J) no Default is continuing or would result from that Acquisition.

22.13 **Loans and Guarantees**

(a) Except as permitted by paragraph (b) below, no Obligor shall (and the Company shall ensure that no member of the Restricted Group shall) (i) make any loans or grant any credit or (ii) give any guarantee or indemnity (except as required under any of the Finance Documents) or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any indebtedness of any person (together, a "**Guarantee**").

(b) Paragraph (a) above shall not prohibit any Obligor or any other member of the Restricted Group from granting any loan or credit or giving any Guarantee:

(i) in the ordinary course of business;

(ii) to, or in respect of, any member of the Restricted Group;

(iii) to any person to finance, directly or indirectly, the purchase by that person or any other person of any indebtedness of any member of the Restricted Group if the Obligor disclosed to the Agent its intention to grant that loan or credit prior to the date of this Agreement;

(iv) to any trustee of an employee share option scheme provided in the ordinary course of business for the benefit of employees of any member of the Restricted Group; or

(v) where the aggregate principal amount outstanding of all loans or credit granted, and Guarantees given by the members of the Restricted Group to, or in respect of, persons who are not members of the Restricted Group, does not exceed £25,000,000,

provided that nothing in this paragraph (b) shall permit any member of the Group to grant any loan or credit or give any Guarantee to or in respect of a member of the Allscripts Group other than in accordance with paragraph (v) above.

22.14 **Accession of Additional Guarantors**

(a) Without prejudice to Clause 25.6 (*Resignation of a Guarantor*), the Company shall ensure that:

(i) (unless the Company demonstrates to the reasonable satisfaction of the Agent that it is unlawful for a member of the Restricted Group to become an Additional Guarantor):

(A) each member of the Restricted Group which satisfies the Relevant Criteria as at the date of this Agreement shall become an Additional Guarantor in accordance with the provisions of Clause 25.4 (*Additional Guarantors*) (i) on or before the Refinancing Completion Date in respect of Phase One Guarantors, (ii) on or before the date falling 30 days after the date of this Agreement in respect of Phase Two Guarantors or (iii) on or before the date falling 90 days after the date of this Agreement in respect of Phase Three Guarantors; and

(B) each member of the Restricted Group from time to time which satisfies the Relevant Criteria at any time after the date of this Agreement shall within 90 days of it satisfying the Relevant Criteria become an Additional Guarantor in accordance with the provisions of Clause 25.4 (*Additional Guarantors*);

(ii) within 90 days of the date of this Agreement, the aggregate unconsolidated operating profit of all Guarantors (without double counting and excluding any dividend or other

distribution received by that Guarantor from any of its Restricted Subsidiaries) and ignoring any Guarantor which makes an operating loss is at least equal to 85 per cent. of the operating profit of the Restricted Group in accordance with the last available audited consolidated statements as at the date of this Agreement;

(iii) within 90 days of the date of this Agreement, the aggregate unconsolidated gross revenue of all Guarantors (without double counting and excluding any dividend or other distribution received by that Guarantor from any of its Restricted Subsidiaries) is at least equal to 85 per cent. of the revenue of the Restricted Group in accordance with the last available audited consolidated statements as at the date of this Agreement; and

(iv) within 90 days of the date of this Agreement, the aggregate unconsolidated gross assets of all Guarantors (without double counting and excluding any dividend or other distribution received by that Guarantor from any of its Restricted Subsidiaries) is at least equal to 85 per cent. of the total gross assets (less goodwill) of the Restricted Group in accordance with the last available audited consolidated statements as at the date of this Agreement.

(b) A member of the Restricted Group which is regulated by the Financial Services Authority shall not be required to become an Additional Guarantor (but shall, for the avoidance of doubt, be counted as a member of the Restricted Group, including for the purposes of (ii) and (iii) of paragraph (a) above).

(c) For the purposes of this Clause 22.14, "**Relevant Criteria**" means, in respect of a member of the Restricted Group, that the total gross assets (less goodwill), revenues or operating profits of that member of the Restricted Group represent at least 7.5 per cent. of the consolidated total gross assets (less goodwill), revenues or operating profits of the Restricted Group, determined using the applicable principles set out in the definition of "**Principal Subsidiary**" in Clause 1.1 (*Definitions*) after making all necessary changes except that paragraph (a) of that definition shall not apply; and

22.15 **Limitation on the amounts applied towards Share Buy Backs**

(a) Except as permitted by paragraph (b) below, the Company shall not apply any amounts towards Share Buy Backs.

(b) Paragraph (a) shall not prohibit the Company from applying amounts towards Share Buy Backs to prevent dilution of existing shareholders following any issue of shares in the Company made under an employee share option scheme provided that the aggregate consideration paid for all such repurchases does not exceed up to a maximum of £25,000,000 per annum (or its currency equivalent).

22.16 **Limitation on Financial Indebtedness**

The Company shall ensure that no member of the Restricted Group (other than an Obligor) will incur or allow to remain outstanding any Financial Indebtedness other than to another member of the Restricted Group or Financial Indebtedness in an aggregate principal amount not exceeding £17,500,000 (or its equivalent currency).

22.17 **Anti-Terrorism Laws**

(a) No Obligor shall knowingly engage in any transaction that violates any of the applicable prohibitions set forth in any Anti-Terrorism Law.

(b) To the knowledge of each Obligor, (i) none of the funds or assets of such Obligor that are used to repay the Facility shall constitute property of, or shall be beneficially owned directly or indirectly by, any Restricted Party and (ii) no Restricted Party shall have any direct or indirect interest in such Obligor that would constitute a violation of any Anti-Terrorism Laws.

(c) No Obligor shall, and each Obligor shall procure that none of its Subsidiaries will, knowingly fund all or part of any payment under this Agreement out of proceeds derived from transactions that violate the prohibitions set forth in any Anti-Terrorism Law.

22.18 **US Regulation**

Each Obligor shall ensure that it will not, by act or omission, become subject to regulation under any of the laws or regulations described in Clauses 19.17(b) (*Investment Company Act*) or (h)(*Public Utilities*).

22.19 **Margin Regulations**

No Obligor may use any Loan, directly or indirectly, to buy or carry Margin Stock or to extend credit to others for the purpose of buying or carrying Margin Stock in violation of Clause 19.17(d) (*Margin Stock*).

22.20 **Allscripts Holding Companies**

The Company shall procure that no Allscripts Holding Company shall trade, carry on any business, own any assets, incur any liabilities or conduct any activity other than in connection with:

(a) the ownership of shares (and related rights) in the Allscripts;

(b) the receipt and making of payments arising out of the ownership referred to in paragraph (a) above;

(c) such activities as are necessary only to permit the activity described in paragraphs (a) and (b) above.

22.21 **Conditions subsequent**

(a) The Company shall no later than 5 June 2009 repay in full and cancel all Financial Indebtedness incurred by any member of the Group under the Existing Subordinated Facility Agreement.

(b) The Company shall within 30 days of the date hereof enter into an engagement letter with PricewaterhouseCoopers in respect of the audit of the combined financial statements of the Restricted Group.

23. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this Clause 23 is an Event of Default.

23.1 **Non-payment**

An Obligor does not pay in the manner provided in a Finance Document any amount payable by it when due, unless that Obligor satisfies the Agent that non-payment is due solely to

administrative error (whether by that Obligor or a bank involved in transferring funds to the Agent) and payment is made within two Business Days of its due date.

23.2 **Financial covenants**

Any requirement of Clause 21 (*Financial covenants*) is not satisfied.

23.3 **Other obligations**

(a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 23.1 (*Non-payment*), Clause 21.2 (*Financial condition*) and Clause 22.21 (*Conditions subsequent*).

(b) No Event of Default will occur under paragraph (a) above if the failure to comply is capable of remedy and is remedied within 30 days of the earlier of (i) the Agent giving notice to the Company and (ii) the Company becoming aware of the failure to comply provided that for the purpose of this paragraph the provisions of Clause 22.21 (*Conditions subsequent*) shall not be deemed capable of remedy.

23.4 **Misrepresentation**

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

23.5 **Cross default**

(a) Any Financial Indebtedness of any member of the Restricted Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any member of the Restricted Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment to make available any Financial Indebtedness of any member of the Restricted Group is cancelled or suspended by a creditor of any member of the Restricted Group as a result of an event of default (however described).

(d) Any creditor of any member of the Restricted Group becomes entitled to declare any Financial Indebtedness of any member of the Restricted Group due and payable prior to its specified maturity as a result of an event of default (however described).

(e) Any Financial Indebtedness of any member of the Allscripts Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(f) No Event of Default will occur:

(i) under any of paragraphs (a) to (d) above, if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than £3,500,000 (or its equivalent); or

(ii) under paragraph (e) above, if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than £8,750,000 (or its equivalent).

23.6 **Insolvency**

Any Obligor or Principal Subsidiary:

(a) is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts (*including cessation des paiements within the meaning of the French Code de commerce*), stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its indebtedness;

(b) begins negotiations or takes any other step with a view to agreeing a moratorium in respect of all of (or all of a particular type of) its indebtedness (or of any part which it will or might otherwise be unable to pay when due); or

(c) proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium including, without limitation, a moratorium under a *conciliation* procedure in accordance with articles L.611-4 to L.611-5 of the French *Code de commerce* is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the indebtedness of that Obligor or Principal Subsidiary.

23.7 **Winding-up**

(a) Any Obligor or Principal Subsidiary takes any corporate action, or other steps or legal proceedings are started, for its winding-up, dissolution, administration or re-organisation (whether by voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a liquidator, receiver, *conciliateur, mandataire ad hoc*, administrative receiver, administrator, conservator, custodian, trustee or similar officer of it or a material part of its of its assets or revenues and assets.

(b) Any Obligor or any member of the Group commences proceedings for the appointment of a *mandataire ad hoc* or for a *conciliation* in accordance with articles L.611-3 to L.611-15 of the French *Code de Commerce*.

(c) A judgement for *sauvegarde, redressement judiciaire, cession totale de l'entreprise* or *liquidation judiciaire* is entered into in relation to any Obligor or any member of the Group under articles L.620-1 to L.644-6

(d) Paragraph (a) to (c) above shall not apply to:

(i) any step which is vexatious or frivolous and which is discharged or stayed within seven days of being taken; or

(ii) any re-organisation to which the Majority Lenders have previously consented in writing.

23.8 **Creditors' process**

A distress, attachment, execution or other similar legal process is levied, enforced or sued out on or against the assets of any Obligor or Principal Subsidiary having an aggregate book value of more than £3,500,000 (or its equivalent) and is not discharged or stayed within 14 days.

23.9 **United States Bankruptcy Laws**

(a) In this Clause 23.9 and Clause 23.18 (*Acceleration*):

"**U.S. Bankruptcy Law**" means the United States Bankruptcy Code 1978 or any other bankruptcy, insolvency or similar law of the United States or any state thereof.

(b) Any of the following occurs in respect of a U.S. Debtor:

(i) it makes a general assignment for the benefit of creditors;

(ii) it commences a voluntary case or proceeding under any U.S. Bankruptcy Law;

(iii) an involuntary case under any U.S. Bankruptcy Law is commenced against it and is not controverted within 60 days or is not dismissed or stayed within 90 days after commencement of the case; or

(iv) an order for relief or other order approving any case or proceeding is entered under any U.S. Bankruptcy Law.

23.10 **Analogous events**

Any event occurs which, under the laws of any jurisdiction, has an analogous effect to any event mentioned in Clause 23.6 (*Insolvency*) or Clause 23.7 (*Winding-up*).

23.11 **Ownership of the Obligors**

An Obligor (other than the Company) is not or ceases to be a member of the Restricted Group.

23.12 **Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents unless the Majority Lenders determine that such unlawfulness is immaterial.

23.13 **Proceedings commenced**

Any litigation, arbitration or administrative proceeding has commenced which is reasonably likely to be determined adversely and if adversely determined would have a Material Adverse Effect.

23.14 **Repudiation**

An Obligor repudiates any material provision of any Finance Document.

23.15 **Security**

Any Security Document is not in full force and effect or does not create in favour of the Security Agent for the benefit of the Finance Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.

23.16 **ERISA default**

Any:

(a) Plan which is covered by Title IV of ERISA but which is not a "**multiemployer plan**" (as that term is defined for the purposes of sections 3(37) and 4001(a)(3) of ERISA) shall terminate under section 4041(c) or section 4042 of ERISA;

(b) Obligor or any entity, whether or not incorporated, which is under common control with any other Obligor (within the meaning of section 4001(a)(14) of ERISA) shall, or in the reasonable opinion of the Majority Lenders, is likely to, incur any liability in connection with a withdrawal from, or the insolvency or reorganisation (as those terms are defined in section 4245 and section 4241 respectively of ERISA) of, a multiemployer plan; or

(c) other event or condition shall occur or exist with respect to a Plan,

and such event or condition, together with all other such events or conditions, if any, would have a Material Adverse Effect.

23.17 **Material adverse change**

Any event or circumstance occurs which will or might reasonably be expected to have a material adverse effect on the ability of the Obligors taken together to perform or comply with their obligations under the Finance Documents.

23.18 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Company:

(a) cancel the Total Commitments whereupon they shall immediately be cancelled;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders,

provided that, notwithstanding the foregoing, upon the occurrence of an Event of Default specified in Clause 23.9 (*United States Bankruptcy Laws*) in relation to a U.S. Debtor the Facility to the extent otherwise available to such U.S. Debtor shall cease to be available to that U.S. Debtor and all Utilisations made available to such U.S. Debtor shall become immediately due and payable and all accrued interest, and all other amounts accrued under the Finance Documents owing from such U.S. Debtor shall become immediately due and payable, in each case without declaration, notice or demand by or to any persons; and

provided further that the operation of the above proviso may be waived by the Majority Lenders and that such U.S. Debtor shall not result in any contingent obligations owed by any other members of the Group under any guarantee under Clause 18 (*Guarantee and indemnity*) becoming an actual obligation until the Agent makes the relevant notice to the Company as directed by the Majority Lenders pursuant to this Clause.

SECTION 9

CHANGES TO PARTIES

24. CHANGES TO THE LENDERS

24.1 Assignments and transfers by the Lenders

Subject to this Clause 24 and to Clause 24.10 (*Restriction on Debt Purchase Transactions by the Group*), a Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the " **New Lender**").

24.2 Conditions of assignment or transfer

(a) An Existing Lender shall consult with the Company before it assigns or transfers to a New Lender, unless:

(i) an Event of Default has occurred and is continuing; or

(ii) the New Lender:

(A) is another Lender; or

(B) is an Affiliate of a Lender.

(b) An assignment will only be effective on:

(i) receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was an Original Lender; and

(ii) performance by the Agent of all necessary "**know your customer**" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(c) A transfer will only be effective if the procedure set out in Clause 24.6 (*Procedure for transfer*) is complied with.

(d) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (*Tax gross-up and indemnities*) or Clause 14 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

24.3 **Assignment to Federal Reserve Bank**

In addition to any other assignments or participation rights provided in this Clause 24, each Lender may assign and pledge all or any portion of its Loans and the other obligations owed to such Lender, without notice to or consent of any Party, to a United States Federal Reserve Bank pursuant to Regulation A of the Board and any operating circular issued by such Federal Reserve Bank; provided, however, that, (i) no Lender shall be relieved of any of its obligations under this Agreement as a result of any such assignment and pledge and (ii) in no event shall such United States Federal Reserve Bank be considered to be a "**Lender**" or be entitled to require the assigning Lender to take or omit to take any action under this Agreement.

24.4 **Assignment or transfer fee**

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of £1,750.

24.5 **Limitation of responsibility of Existing Lenders**

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer from a New Lender of any of the rights and obligations assigned or transferred under this Clause 24; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

24.6 **Procedure for transfer**

(a) Subject to the conditions set out in Clause 24.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (b) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender upon its completion of all "**know your customer**" or other checks relating to any person that it is required to carry out in relation to the transfer to such new Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Arranger, the Security Agent, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arranger, the Security Agent and the Existing Lender shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a "**Lender**".

24.7 **Disclosure of information**

Any Finance Party may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional

obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (c) of Clause 26.13 (*Relationship with the Lenders*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 24.8 (*Security over Lenders' rights*) ;

(vii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(viii) who is a Party; or

(ix) with the consent of the Company;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and b(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential

Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Company and the relevant Finance Party.

24.8 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 24, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as Security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

24.9 **Notification of French Obligors pursuant to the execution of a Transfer Certificate**

(a) If an Existing Lender assigns any of its rights, or transfers any of its rights and obligations under this Agreement, the New Lender shall procure that an original copy of the assignment agreement or the Transfer Certificate is promptly served on each Obligor incorporated in France by a French bailiff (*huissier*).

(b) The costs of this notification shall be borne by the New Lender.

24.10 **Restriction on Debt Purchase Transactions by the Group**

The Company shall not, and shall procure that no member of the Restricted Group shall, enter into any Debt Purchase Transaction or beneficially own all or any part of the share capital of a company that is a Lender or a party to a Debt Purchase Transaction of the type referred to in paragraphs (b) or (c) of the definition of Debt Purchase Transaction.

24.11 **Disenfranchisement of Defaulting Lenders**

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, that Defaulting Lender's Commitments will be reduced by the amount of its Available Commitments.

(b) For the purposes of this Clause 24.11, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender;

(ii) any Lender in relation to which it is aware that any of the events of circumstances referred to in paragraphs (a), (b) or (c) of the definition of Defaulting Lender has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

24.12 **Replacement of a Defaulting Lender**

(a) The Company may, at any time a Lender has become and continues to be a Defaulting Lender, by giving three Business Days' prior written notice to the Agent and such Lender:

(i) replace such Lender by requiring such Lender to (and such Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;

(ii) require such Lender to (and such Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of the undrawn Facility B Commitment of the Lender; or

(iii) require such Lender to (and such Lender shall) transfer pursuant to Clause 24 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of Facility B,

to a Lender or other bank, financial institution, trust, fund or other entity (a " **Replacement Lender**") selected by the Company, and which is acceptable to the Agent (acting reasonably), which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender (including the assumption of the transferring Lender's participations or unfunded participations (as the case may be) on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and/or Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause shall be subject to the following conditions:

(i) the Company shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Company to find a Replacement Lender or any other Lender;

(iii) the transfer must take place no later than 30 days after the notice referred to in paragraph (a) above; and

(iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents.

25. CHANGES TO THE OBLIGORS

25.1 Assignments and transfer by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

25.2 Additional Borrowers

(a) Subject to compliance with the provisions of paragraphs (c), (d) and (e) of Clause 20.9 (*"Know your customer" checks*), the Company may request that any of its wholly-owned Subsidiaries or any partnership, each member of which is a wholly-owned Subsidiary in the Restricted Group of the Company, becomes an Additional Borrower. That Subsidiary shall become an Additional Borrower if:

(i) all the Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed);

(ii) the Company delivers to the Agent a duly completed and executed Accession Letter;

(iii) the Company confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower;

(iv) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent; and

(v) that Subsidiary is or becomes at the same time an Additional Guarantor in accordance with Clause 25.4 (*Additional Guarantors*).

(b) No consent shall be required under paragraph (a)(i) above if the relevant Subsidiary is incorporated (or, in the case of a partnership, is formed or registered) in the United Kingdom or in the United States.

(c) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*).

25.3 **Resignation of a Borrower**

(a) The Company may request that a Borrower (other than the Company) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

(b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:

(i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Company has confirmed this is the case); and

(ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents,

whereupon that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents.

25.4 **Additional Guarantors**

(a) The Company may request that any of its Subsidiaries in the Restricted Group become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:

(i) the Company delivers to the Agent a duly completed and executed Accession Letter in a form acceptable to the Agent taking into account the requirements of the jurisdiction of incorporation of the Additional Guarantor in order to ensure that the obligations of such Additional Guarantor under Clause 18 (*Guarantee and indemnity*) are enforceable (taking into account the limitations (if any) imposed by the laws of the jurisdiction of incorporation of such Additional Guarantor);

(ii) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent; and

(iii) it complies with the provisions of paragraphs (c), (d) and (e) of Clause 20.9 (*"Know your customer" checks*).

(b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*).

25.5 **Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

25.6 **Resignation of a Guarantor**

(a) If a Guarantor ceases to be a member of the Restricted Group in accordance with this Agreement, that Guarantor shall cease to be a Guarantor and shall be released from its rights and obligations under the Finance Documents, provided that at the time the Guarantor ceases to be a member of the Restricted Group, no Default is continuing or would result from the Guarantor ceasing to be a member of the Restricted Group.

(b) The Agent shall, at the request and cost of the Company, execute such documents as may be required to release that Guarantor pursuant to paragraph (a) above.

25.7 **Release of Guarantors**

(a) At any time on or after the Security Release Satisfaction Date (provided that no subsequent Compliance Certificate has been delivered showing that the ratios of Net Borrowings to Adjusted EBITDA has been equal to or above 2.00:1 for the Relevant Period ending on any of the previous four Test Dates), the Company shall be entitled to serve notice on the Agent and the Security Agent (a "**Security Release Notice**") requiring that Misys Holdings Limited and Misys Holding Inc. shall cease to be Guarantors and shall be released from their rights and obligations under the Finance Documents on the date specified in such notice (the "**Security Release Date**").

(b) Following receipt of a Security Release Notice the Agent and the Security Agent are hereby authorised, at the request and cost of the Company, to execute or enter into on behalf of and without the need for any further consent or authority from any other Finance Party such documents as may be required to release that Guarantor pursuant to paragraph (a) above.

25.8 **Transfer of Loans between Borrowers**

(a) A Borrower incorporated or established in the United States or the United Kingdom (the "**Transferor Borrower**") may transfer all or any part of any outstanding Loans made to it under this Agreement (which shall exclude for the avoidance of doubt any of its rights and obligations as a Guarantor) to another Borrower incorporated or established in the United States or the United Kingdom (the "**Transferee Borrower**") by executing a Borrower Transfer Agreement, provided that:

(i) no Default is continuing or would result from the proposed transfer; and

(ii) the Repeating Representations, if made by reference to the facts and circumstances as at the date of the proposed transfer, would be correct,

(collectively the "**Conditions**").

(b) Each Lender hereby instructs the Agent to sign each Borrower Transfer Agreement on its behalf.

(c) Upon the execution of a Borrower Transfer Agreement, subject to satisfaction of the Conditions:

(i) the Transferor Borrower shall be released from all obligations as a Borrower in respect of the Loans specified in the relevant Borrower Transfer Agreement (the "**Transferred Loans**") and its rights as a Borrower in respect of the Transferred Loans shall be cancelled (such obligations and rights together being the "**Discharged Rights and Obligations**", which shall exclude for the avoidance of doubt the Transferor Borrower's obligations and/or rights as a Guarantor and, in the case of the Transferor Borrower being the Company, otherwise under this Agreement in its capacity as Company);

(ii) the Transferee Borrower shall assume obligations and/or acquire rights against the Parties which differ from the Discharged Rights and Obligations only insofar as the Transferee Borrower assumed and/or acquired the same in place of the Transferor Borrower;

(iii) any guarantees or indemnities under this Agreement securing the Discharged Rights and Obligations shall secure the new rights and obligations contemplated in paragraph (ii) above;

(iv) the Transferee Borrower and the Parties shall acquire the same rights and assume the same obligations between themselves under the Agreement as they would have acquired and assumed had the Transferee Borrower been a Borrower under this Agreement of the Transferred Loans on the date each of the Transferred Loans were made; and

(v) the Company, the Transferor Borrower and the Transferee Borrower will each be deemed to have made the Repeating Representations on the date of execution of the Borrower Transfer Agreement and on the date the transfer pursuant to the Borrower Transfer Agreement becomes effective, in each case by and to the facts and circumstances at the relevant date.

25.9 **Release of Security**

(a) Following receipt of a Security Release Notice, the Security constituted by the Security Documents shall be automatically released on the Security Release Date.

(b) The Security Agent is hereby authorised, at the request and cost of the Company, to execute or enter into on behalf of and without the need for any further consent or authority from any other Finance Party such documents as may be required to give effect to the release described in paragraph (a) above.

SECTION 10

THE FINANCE PARTIES

26. ROLE OF THE AGENT, THE SECURITY AGENT AND THE ARRANGER

26.1 Appointment of the Agent and the Security Agent

(a) Each other Finance Party appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each other Finance Party appoints the Security Agent to act as security trustee under and in connection with the Finance Documents in relation to any security interest which is expressed to be or is construed to be governed by English law or any other law from time to time designated by the Security Agent and an Obligor.

(c) Each other Finance Party authorises each of the Agent and the Security Agent to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

26.2 Duties of the Agent and the Security Agent

(a) The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(b) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(c) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Lenders and the Security Agent.

(d) The Agent shall promptly notify the Lenders and the Security Agent of any Default arising under Clause 23.1 (*Non-payment*).

(e) The Agent shall promptly send to the Security Agent such certification as the Security Agent may require pursuant to paragraph 7 (*Basis of distribution*) of Schedule 11 (*Security Agency provisions*).

(f) The duties of the Agent and the Security Agent under the Finance Documents are solely mechanical and administrative in nature.

26.3 Role of the Security Agent and Arranger

(a) The Security Agent shall not be an agent of (except as expressly provided in any Finance Document) any Finance Party under or in connection with any Finance Document.

(b) Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

26.4 No fiduciary duties

(a) Nothing in this Agreement constitutes the Agent, the Arranger or the Security Agent (except as expressly provided in any Finance Document) as a trustee or fiduciary of any other person.

(b) Neither the Agent, the Arranger nor the Security Agent (except as expressly provided in any Finance Document) shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

26.5 **Business with the Group**

The Agent, the Arranger and the Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with, any member of the Group.

26.6 **Rights and discretions of the Agent and the Security Agent**

(a) The Agent and the Security Agent may rely on:

(i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(b) The Agent and the Security Agent may assume, unless it has received notice to the contrary in its capacity as agent for the Lenders or, as the case may be, as security agent or security trustee for the Finance Parties, that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 23.1 (*Non-payment*));

(ii) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised; and

(iii) any notice or request made by the Company (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

(c) Each of the Agent and the Security Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

(d) Each of the Agent and the Security Agent may act in relation to the Finance Documents through its personnel and agents.

(e) The Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(f) Without prejudice to the generality of paragraph (e) above, the Agent may disclose the identity of a Defaulting Lender to the other Finance Parties and the Company and shall disclose the same upon the written request of the Company or the Majority Lenders.

(g) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent, the Arranger nor the Security Agent is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

26.7 **Majority Lenders' instructions**

(a) Unless a contrary indication appears in a Finance Document, the Agent and the Security Agent shall:

(i) act in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from acting or exercising any right, power, authority or discretion vested in it as Agent or Security Agent (as the case may be)); and

(ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with such an instruction of the Majority Lenders.

(b) Unless a contrary indication appears in a Finance Document, any instructions given by the Majority Lenders will be binding on all the Finance Parties.

(c) Each of the Agent and the Security Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.

(d) In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) each of the Agent and the Security Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.

(e) Neither the Agent nor the Security Agent is authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

26.8 **Responsibility for documentation**

None of the Agent, the Arranger or the Security Agent is responsible for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, the Arranger, the Security Agent, an Obligor or any other person given in or in connection with any Finance Document; or

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document or the Information Memorandum; or

(c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

26.9 **Exclusion of liability**

(a) Without limiting paragraph (b) below the Agent will not be liable, including without limitation for negligence or any other category of liability whatsoever, for any action taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.

(b) No Party (other than the Agent or the Security Agent) may take any proceedings against any officer, employee or agent of the Agent or the Security Agent in respect of any claim it might have against the Agent or the Security Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent or the Security Agent may rely on this Clause. Any third party referred to in

this paragraph (b) may enjoy the benefit of and enforce the terms of this paragraph in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

(c) Neither the Agent nor the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.

(d) Nothing in this Agreement shall oblige the Agent, the Arranger or the Security Agent to carry out any " **know your customer**" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent, the Arranger and the Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Arranger or the Security Agent.

26.10 **Lenders' indemnity to the Agent and the Security Agent**

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent and the Security Agent, within three Business Days of demand, against any cost, loss or liability including without limitation for negligence or any other category of liability whatsoever incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful misconduct) in acting as Agent or, as the case may be, Security Agent under the Finance Documents (unless the Agent or the Security Agent has been reimbursed by an Obligor pursuant to a Finance Document).

26.11 **Resignation of the Agent or the Security Agent**

(a) The Agent or (prior to the Security Release Date) the Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders and the Company.

(b) Alternatively the Agent or (prior to the Security Release Date) the Security Agent may resign by giving 30 days' notice to the Lenders and the Company, in which case the Majority Lenders (after consultation with the Company) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent or, as the case may be, Security Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the retiring Agent or, as the case may be, Security Agent (after consultation with the Company) may appoint a successor Agent or Security Agent.

(d) The retiring Agent or Security Agent shall, at its own cost, make available to its successor such documents and records and provide such assistance as its successor may reasonably request for the purposes of performing its functions as Agent or Security Agent under the Finance Documents.

(e) The resignation notice of the Agent or (prior to the Security Release Date) the Security Agent shall only take effect upon the appointment of a successor.

(f) Upon the appointment of a successor, the retiring Agent or Security Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 26 and, in respect of any amounts incurred prior to the appointment of

such successor, Clause 17 (*Costs and Expenses*). Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(g) After consultation with the Company, the Majority Lenders may, by notice to the Agent or, as the case may be, the Security Agent, require it to resign in accordance with paragraph (b) above or, to the extent the Agent or the Security Agent is an Impaired Agent, on such shorter notice as the Majority Lenders may determine. In this event, the Agent or, as the case may be, the Security Agent shall resign in accordance with paragraph (b) above.

(h) Immediately following the Security Release Date, the Security Agent's appointment to act as security trustee under and in connection with the Finance Document shall automatically cease with immediate effect, whereupon the Security Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 26 and, in respect of any amounts incurred prior thereto Clause 17 (*Costs and Expenses*).

26.12 **Confidentiality**

(a) The Agent (in acting as agent for the Finance Parties) and the Security Agent (in acting as security agent or trustee for the Finance Parties) shall be regarded as acting through its respective agency or security agency or trustee division which in each case shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent or, as the case may be, the Security Agent, it may be treated as confidential to that division or department and the Agent or, as the case may be, the Security Agent shall not be deemed to have notice of it.

(c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Security Agent are obliged to disclose to any other person:

(i) any confidential information; or

(ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

26.13 **Relationship with the Lenders**

(a) The Agent may treat each Lender as a Lender, entitled to payments under this Agreement and acting through its Facility Office unless it has received not less than five Business Days prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Each Lender shall supply the Agent with any information required by the Agent in order to calculate the Mandatory Cost in accordance with Schedule 4 (*Mandatory Cost formulae*).

(c) The Agent, acting for these purposes solely as an agent of the other Finance Parties, shall maintain (and make available for inspection by the Obligors and the Lenders upon reasonable prior notice at reasonable times) at its address referred to in Clause 31.2(c) (*Addresses*) or one of its other offices a register for the recordation of, and shall record, the names and addresses of the Lenders and the respective amounts owing to each Lender from time to time (the " **Register**"). The Obligors, the Agent and the Lenders shall deem and treat the persons listed as

the Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof.

(d) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 31.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender for the purposes of Clause 31.2 (*Addresses*) and paragraph (a)(iii) of Clause 31.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

26.14 **Credit appraisal by the Lenders**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent, the Arranger and the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(d) the adequacy, accuracy and/or completeness of the Base Case, Information Memorandum and any other information provided by the Agent, the Security Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

26.15 **Reference Banks**

If a Reference Bank (or, if a Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Agent shall (in consultation with the Company) appoint another Lender or an Affiliate of a Lender to replace that Reference Bank.

26.16 **Management Time of the Agent and the Security Agent**

Any amount payable to the Agent or the Security Agent under Clause 15.3 (*Indemnity to the Agent and the Security Agent*) (other than under paragraph (b) of that Clause), Clause 17 (*Costs and expenses*) (other than under Clause 17.1 (*Transaction expenses*)) or Clause 26.10 (*Lenders' indemnity to the Agent and the Security Agent*) shall include the cost of utilising its management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as it may notify to the Company and the Lenders, and is in addition to any fee paid or payable to it under Clause 12 (*Fees*).

26.17 **Security Agency Provisions**

The provisions of Schedule 11 (*Security Agency provisions*) shall bind each Party.

26.18 **USA Patriot Act**

Each Lender hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act, such Lender is required to obtain, verify and record information that identifies such Obligor, which information includes the name and address of such Obligor and other information that will allow such Lender to identify such Obligor in accordance with the USA Patriot Act.

27. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this Agreement shall:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

28. **SHARING AMONG THE LENDERS**

28.1 **Payments to Lenders**

If a Lender (a "**Recovering Lender**") receives or recovers any amount from an Obligor other than in accordance with Clause 29 (*Payment mechanics*) or Clause 13.3 (*Tax indemnity*) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Lender shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 29 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Lender shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less

any amount which the Agent determines may be retained by the Recovering Lender as its share of any payment to be made, in accordance with Clause 29.6 (*Partial payments*).

28.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Lender) in accordance with Clause 29.6 (*Partial payments*).

28.3 **Recovering Lender's rights**

(a) On a distribution by the Agent under Clause 28.2 (*Redistribution of payments*), the Recovering Lender will be subrogated to the rights of the Finance Parties which have shared in the redistribution.

(b) If and to the extent that the Recovering Lender is not able to rely on its rights under paragraph (a) above, the relevant Obligor shall be liable to the Recovering Lender for a debt equal to the Sharing Payment which is immediately due and payable.

28.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by that Recovering Lender, then:

(a) each Lender which has received a share of the relevant Sharing Payment pursuant to Clause 28.2 (*Redistribution of payments*) shall, upon request of the Agent, pay to the Agent for account of that Recovering Lender an amount equal to its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay); and

(b) that Recovering Lender's rights of subrogation in respect of any reimbursement shall be cancelled and the relevant Obligor will be liable to the reimbursing Lender for the amount so reimbursed.

28.5 **Exceptions**

(a) This Clause 28 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Lenders of the legal or arbitration proceedings; and

(ii) the other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice or did not take separate legal or arbitration proceedings.

SECTION 11

ADMINISTRATION

29. PAYMENT MECHANICS

29.1 Payments to the Agent

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor (subject to Clause 29.11 (*Payments to the Security Agent*)) or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in a Participating Member State or London) with such bank as the Agent specifies.

29.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 29.3 (*Distributions to an Obligor*), Clause 29.4 (*Clawback*) and Clause 29.11 (*Payments to the Security Agent*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London).

29.3 Distributions to an Obligor

The Agent and the Security Agent may (with the consent of the relevant Obligor or in accordance with Clause 30 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

29.4 Clawback

(a) Where a sum is to be paid to the Agent or the Security Agent under the Finance Documents for another Party, the Agent or, as the case may be, the Security Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) If the Agent or the Security Agent pays an amount to another Party and it proves to be the case that it had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid shall on demand refund the same to the Agent or, as the case may be, the Security Agent together with interest on that amount from the date of payment to the date of receipt by the Agent or, as the case may be, the Security Agent, calculated by it to reflect its cost of funds.

29.5 **Impaired Agent**

(a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 29.1 (*Payments to the Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.

(c) A Party which has made a payment in accordance with this Clause 29.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with paragraph (g) of Clause 26.11 (*Resignation of the Agent or the Security Agent*), each Party which has made a payment to a trust account in accordance with this Clause 29.5 shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with Clause 29.2 (*Distributions by the Agent*).

29.6 **Partial payments**

(a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) first, in or towards payment pro rata of any unpaid fees, costs and expenses of the Agent, the Arranger and the Security Agent under the Finance Documents;

(ii) secondly, in or towards payment pro rata of any accrued interest or commission due but unpaid under this Agreement;

(iii) thirdly, in or towards payment pro rata of any principal due but unpaid under this Agreement; and

(iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

29.7 **No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

29.8 **Business Days**

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or an Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

29.9 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

29.10 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Company); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

29.11 **Payments to the Security Agent**

Notwithstanding any other provision of any Finance Document, at any time after any Security created by or pursuant to any Security Document becomes enforceable, the Security Agent may require:

(a) any Obligor to pay all sums due under any Finance Document; or

(b) the Agent to pay all sums received or recovered from an Obligor under any Finance Document,

in each case as the Security Agent may direct for application in accordance with the terms of the Security Documents.

30. **SET-OFF**

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

31. **NOTICES**

31.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

31.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Company, that identified with its name below;

(b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent and the Security Agent, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

31.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with its signature below (or any substitute department or officer as it shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Agent.

(d) Any communication or document made or delivered to the Company in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors.

31.4 **Notification of address and fax number**

Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 31.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

31.5 **Electronic communication**

(a) Any communication to be made between the Agent and a Lender under or in connection with the Finance Documents may be made by electronic mail or other electronic means, if the Agent and the relevant Lender:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made between the Agent and a Lender will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.

31.6 **English language**

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

31.7 **Communication when Agent is Impaired Agent**

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Document which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

32. CALCULATIONS AND CERTIFICATES

32.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

32.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

32.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

33. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

34. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

35. AMENDMENTS AND WAIVERS

35.1 Required consents

(a) Subject to Clause 35.2 (*Exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.

(b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause.

35.2 Exceptions

(a) An amendment or waiver that has the effect of changing or which relates to:

(i) the definition of “Majority Lenders” in Clause 1.1 (*Definitions*);

(ii) an extension to the date of payment of any amount under the Finance Documents;

(iii) a reduction in the Margin or the amount of any payment of principal, interest, fees or commission payable;

(iv) an increase in or extension of any Commitment;

(v) a change to the Borrowers or Guarantors other than in accordance with Clause 25 (*Changes to the Obligors*);

(vi) a change in the currency in which any Loan is to be made or repaid;

(vii) any provision which expressly requires the consent of all the Lenders;

(viii) Clause 2.2 (*Lenders' rights and obligations*), Clause 24 (*Changes to the Lenders*), Clause 28 (*Sharing among the Lenders*), Clause 29 (*Payment mechanics*) or this Clause 35; and

(ix) the release of any Security created pursuant to any Security Document or of any Charged Assets (except as provided in any Security Document),

shall not be made without the prior consent of all the Lenders.

(b) An amendment or waiver which relates to the rights or obligations of the Agent, the Arranger or the Security Agent may not be effected without the consent of the Agent, the Arranger or the Security Agent.

(c) If any Lender who is a Defaulting Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any of the terms of any Finance Document or other vote of Lenders under the terms of this Agreement which requires the consent of all the Lenders within 15 Business Days (unless the Company and the Agent agree to a longer time period in relation to any request) of that request being made, its Commitment and/or participation in the Loans then outstanding shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facility/ies when ascertaining whether the consent of all of the Lenders has been obtained to approve that request.

36. **COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

SECTION 12

GOVERNING LAW AND ENFORCEMENT

37. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it is governed by English law.

38. **ENFORCEMENT**

38.1 **Jurisdiction of English courts**

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement or a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**").

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This Clause 38.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

38.2 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Additional Obligor (other than an Additional Obligor incorporated in England and Wales):

(a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(b) agrees that failure by a process agent to notify the relevant Additional Obligor of the process will not invalidate the proceedings concerned.

The Company irrevocably and unconditionally accepts that appointment.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Signatures

THE COMPANY

MISYS plc.

By: JAMES GELLY

Address: One Kingdom Street
Paddington
London
W2 6BL
England]

Fax: +44 (0)20 3320 1716
Attention: Company Secretary

THE ORIGINAL GUARANTORS

MISYS plc.

By: JAMES GELLY

Address: One Kingdom Street
Paddington
London
W2 6BL
England

Fax: +44 (0)20 3320 1716

Attention: Company Secretary

THE AGENT

HSBC BANK PLC

By:	JOHN HAIRE
Address:	8 Canada Square, London E14 5HQ
Fax:	+44 207 991 4348
Attention:	Corporate Trust and Loan Agency

THE SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By: JASON BLONDELL

Address: 8 Canada Square, London E14 5HQ

Fax: +44 02 7991 4351

Attention: CTLA Trustee Administration

THE ORIGINAL LENDERS

HSBC BANK PLC
(In its capacity as Original Lender and Arranger)

By:	JOHN HAIRE
Address:	8 Canada Square, London E14 5HQ
Copy to:	8th Floor Exchange Buildings, 8 Stephenson Place, Birmingham B2 4NH
Fax:	0121 252 6484
Attention:	Ian Sharp

THE ROYAL BANK OF SCOTLAND PLC

(In its capacity as Original Lender and Arranger)

By: TREVOR NEILSON

Address: 135 Bishopsgate, London, EC2M 3UR

Fax: +44 20 7085 8549

Attention: Trevor Neilson

BARCLAYS BANK PLC

(In its capacity as Original Lender)

By: JOHN ATKINSON

Address: Barclays Bank PLC, TMT Team, 1st Floor, 27 Soho Square, London, W1D 3QR

Fax: 0207 445 5802

Attention: Paul Jackson

BARCLAYS CAPITAL

(In its capacity as Arranger)

By: JOHN ATKINSON

Address: 5 The North Colonnade, Canary Wharf, London, E14 4BB

Fax: 0207 773 489

Attention: Niels Pedersen

CLYDESDALE BANK PLC (trading as YORKSHIRE BANK)

(In its capacity as Original Lender and Arranger)

By: KEVIN RIMMER

Address: The Chancery, Floor 1, Spring Gardens, Manchester M2 1YB

Fax: 0161 832 5187

Attention: Kevin Rimmer

KFW IPEX-BANK GMBH LONDON BRANCH

(In its capacity as Original Lender and Arranger)

By: MICHAEL GREVEN, THOMAS LEHMANN

Address: KfW IPEX-Bank GmbH, London Branch, 29th Floor, 30 St Mary Axe, London, EC3A 8EP, United Kingdom

Fax: +44 203 140 9835

Attention: Michael Greven

Exhibit 99.9

29 April 2010
HSBC Bank plc (as Agent)
8 Canada Square
London
E14 5HQ

ATTN: Corporate Trust and Loan Agency

Misys plc
One Kingdom Street
Paddington
London
W2 6BL

T +44 20 3320 5000
F +44 20 3320 1771

www.misys.com

experience, solutions, results

Dear Sirs,

£210,000,000 term and multicurrency revolving credit facilities agreement dated 26 May 2009 as amended on 23 June 2009 and 5 March 2010 (the Agreement) between, amongst others, Misys plc (the Company), various lenders as specified in Part II of Schedule 1 to the Agreement, HSBC Bank plc as agent (the Agent) and HSBC Corporate Trustee Company (UK) Limited as security agent (the Security Agent)

1. Interpretation

(a) We refer to the Agreement. Capitalised terms defined in the Agreement have the same meaning when used in this letter.

(b) The provisions of clause 1.2 *(Construction)* of the Agreement apply to this letter as though they were set out in full in this letter except that references to "the Agreement" are to be construed as references to this letter.

2. Requests and Consents

(a) The Company requests that:

(i) the Lenders consent to the release of the Security created pursuant to:

(A) the pledge agreement between Misys Holdings Inc. and the Security Agent dated 28 May 2009; and

(B) the share charge between Misys Holdings Limited and the Security Agent dated 28 May 2009,

(together the **Allscripts Security**);

(ii) the Majority Lenders consent to a new definition of Security Discharge Date being inserted in clause 1.1 *(Definitions)* of the Agreement:

"**Security Discharge Date**" means the earlier of:

(a) the Security Release Date; and

(b) the date on which Misys Holdings Inc. and Misys Holdings Limited are released from their rights and obligations under the Allscripts Security;"

(iii) the Majority Lenders consent to the reference to the Security Release Date in clause 21.2 *(Financial Condition)* of the Agreement being deleted and replaced with a reference to the Security Discharge Date;

(iv) the Majority Lenders consent to the reference to the Security Release Date in clause 26.11(h) *(Resignation of the Agent or the Security Agent)* of the Agreement being deleted and replaced with a reference to the Security Discharge Date;

(v) the Majority Lenders consent to the Restricted Group disposing of some or all of its shares in Allscripts (by way of one or more disposals);

(vi) the Majority Lenders consent to one or more members of the Restricted Group acquiring shares in Allscripts provided that the aggregate number of Allscripts shares held by one or more members of the Restricted Group following such acquisition does not exceed the aggregate number of Allscripts shares held by the Restricted Group as at the date of this letter and, following the Stage 2 Effective Date, that such acquisition does not cause Allscripts to become a Subsidiary of any member of the Restricted Group; and

(vii) the Majority Lenders consent to the Company using some or all of the proceeds of the disposal (net of fees, costs and expenses) referred to in paragraph (v) above to purchase shares in the Company,

and the Lenders waive any Default or Event of Default which would otherwise arise solely from the actions referred to in paragraphs (i) to (vii) above with effect from the Stage 1 Effective Date (as defined below).

(b) The Company hereby acknowledges that for any Relevant Period ending on each Test Date following the Security Discharge Date (itself falling after the Stage 1 Effective Date), the relevant ratio of Net Borrowings to Adjusted EBITDA for the purposes of paragraph (a) of clause 21.2 *(Financial Condition)* of the Agreement shall be that set out at paragraph (a)(ii) of that clause.

(c) By countersigning this letter, you confirm that:

(i) the Lenders consent to the release of the Allscripts Security;

(ii) the Majority Lenders consent to the insertion of a new definition of Security Release Date as set out in paragraph (a)(ii) above and such amendments shall take effect from the Stage 1 Effective Date;

(iii) the Majority Lenders consent to the amendment of clause 21.2 *(Financial condition)* of the Agreement as set out in paragraph (a)(iii) above and such amendments shall take effect from the Stage 1 Effective Date;

(iv) the Majority Lenders consent to the amendment of clause 26.11(h) *(Resignation of the Agent or the Security Agent)* of the Agreement as set out in paragraph (a)(iv) above and such amendments shall take effect from the Stage 1 Effective Date;

(v) the Majority Lenders consent to the Restricted Group disposing of some or all of its shares in Allscripts (by way of one or more disposals), for the purposes of clause 22.5 *(Disposals)* of the Agreement;

(vi) the Majority Lenders consent to one or more members of the Restricted Group acquiring shares in Allscripts provided that the aggregate number of Allscripts shares held by one or more members of the Restricted Group following such acquisition does not exceed the aggregate number of Allscripts shares held by the Restricted Group as at the date of this letter, for the purposes of clause 22.12 *(Prohibited Acquisitions)* of the Agreement and, following the Stage 2 Effective Date, that such acquisition does not cause Allscripts to become a Subsidiary of any member of the Restricted Group; and

(vii) the Majority Lenders consent to the Company using some or all of the proceeds of the disposal (net of fees, costs and expenses) referred to in paragraph (v) above to purchase shares in the Company, for the purposes of clause 22.15 *(Limitation on the amounts applied towards Share Buy Backs)* of the Agreement,

and accordingly that any Defaults or Events of Default which would otherwise arise solely from the actions referred to in paragraphs (i) to (vii) above are waived to the extent described above with effect from the Stage 1 Effective Date (as defined below).

(d) By countersigning this letter, you further confirm that you and the Security Agent will at the request and cost of the Company execute any documents required to effect the release of the Allscripts Security and that the Finance Parties authorise you and the Security Agent to execute and/or enter into any such documents.

3. Further amendments upon Allscripts Disposal Event

(a) The Company further requests that the Majority Lenders consent to the amendments to the Agreement as set out in the schedule to this letter.

(b) By countersigning this letter, you confirm that the Majority Lenders consent to:

(i) the amendments to the Agreement set out in Part 1 of the schedule to this letter being made with effect from the Stage 2 Effective Date (as defined below); and

(ii) the amendments to the Agreement set out in Part 2 of the schedule to this letter being made with effect from the Stage 3 Effective Date (as defined below).

4. Effective dates

For the purposes of this letter:

(a) **Stage 1 Effective Date** means the date on which the Agent countersigns this letter;

(b) **Stage 2 Effective** Date means the date on which the Company certifies to the Agent in writing that the Restricted Group has made one or more disposals of shares in Allscripts such that following such disposal(s), neither Allscripts nor any member of the Allscripts Group is a Subsidiary of or is controlled by the Company (where **controlled** has the meaning given to it in the definition of Subsidiary as set out in clause 1.1 *(Definitions)* of the Agreement); and

(c) **Stage 3 Effective** Date means the date on which the Company certifies to the Agent that neither it nor any member of the Group owns any shares in Allscripts.

5. Reservation of rights

Each Finance Party reserves any other right or remedy it may have now or subsequently. This letter does not constitute a waiver of any right or remedy other than in relation to the specific consents and waivers expressly given under this letter.

6. Miscellaneous

(a) This letter is a Finance Document.

(b) Save as expressly provided in this letter, the Agreement (and, in particular, clause 18 *(Guarantee and indemnity)* of the Agreement) and all other Finance Documents remain and shall continue in full force and effect and no other clause, term or other provision in the Agreement (and, in particular, clause 18 *(Guarantee and indemnity)* of the Agreement) and any other Finance Document shall be affected by this letter.

(c) As Obligor's agent pursuant to clause 2.4 *(Obligors' agent)* of the Agreement, the Company confirms, as agent for the Guarantors, that the guarantee contained in clause 18 *(Guarantee and indemnity)* of the Agreement remains and will continue in full force and effect notwithstanding the foregoing.

7. Counterparts

This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

8. Governing law

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

If you agree to the terms of this letter, please sign where indicated below.

Yours faithfully,

/s/ James Gelly

Authorised Signatory of
MISYS PLC
For itself and on behalf of the Obligors as Obligors' agent pursuant to clause 2.4 (Obligors' agent) of the Agreement

We agree to the terms of this letter.

/s/ Chris Merrett

HSBC BANK PLC
In its capacity as Agent for and on behalf of the
Finance Parties

Date of countersignature of Agent: 29th April 2010

SCHEDULE

Part 1

Amendments applicable on and from the Stage 2 Effective Date

Clause reference	**Change or deletion**
Throughout	Replace reference to Restricted Group with reference to Group.
1.1 *(Definitions)*	Deleting definitions of: Allscripts Holding Companies, Merger, Permitted Buyback and Restricted Group.
1.1 *(Definitions)*	Amending definition of Net Sale Proceeds by deleting: "but excluding any sale, transfer or other disposal which constitutes a Permitted Buyback" in lines 7 and 10 of the definition.
19.10(b) *(Financial Statements)*	Amending cross references such that: the reference to paragraph (a)(v) is to paragraph (a)(iv); the reference to paragraph (a)(vii) is to paragraph (a)(v) and deleting the references to paragraphs (ii) and (vi).
19.17(d) *(U.S. Matters)*	Amending paragraph (d) by deleting: ", other than in the case of (ii), that portion of the proceeds of any Loan applied towards refinancing any Existing Financial Indebtedness applied toward financing the Merger.".
19.18 (*Allscripts Holding Companies)*	Deleting in full.
19.19 *(Repetition)*	Renumbering as clause 19.18.
20.1(a)(i) *(Financial Statements)*	Amending by deleting: "(for the avoidance of doubt, consolidating the Allscripts Group)".
20.1(a)(ii) *(Financial Statements)*	Deleting in full.
20.1(a)(iii)	Renumbering as paragraph (ii).
20.1(a)(iv) *(Financial Statements)*	Renumbering as paragraph (iii).
20.1(a)(v) *(Financial Statements)*	Renumbering as paragraph (iv) and amending by deleting: "(for the avoidance of doubt, consolidating the Allscripts Group)".
20.1(a)(vi) *(Financial Statements)*	Deleting in full

20.1(a)(vii) *(Financial Statements)*	Renumbering as paragraph (v) and amending by deleting: ", prior to consolidating the Allscripts Group (with the exception of the consolidated financial statements for the Financial Quarter ending 30 August 2009)" and moving "; and" to follow the end of paragraph (iv) (as renumbered).
20.1(a)(viii) *(Financial Statements)*	Deleting in full.

Clause reference	Change or deletion
20.1(a) *(Financial Statements)*	Deleting the words: "in respect of paragraph (a)(ii), (vi) and (vii) in the form agreed by the Agent prior to the date of this Agreement" at the end of the clause and replacing with: "in respect of paragraph (a)(v) in the form agreed by the Agent prior to the date of this Agreement".
20.1(b) *(Financial Statements)*	Amending cross references such that: in paragraph (b)(i) the reference to paragraph (a)(iv) is to paragraph (a)(iii) and deleting the reference to paragraph (a)(ii); in paragraph (b)(iii) the reference to paragraph (a)(v) is to paragraph (a)(iv) and deleting the reference to paragraph (a)(vi); and in paragraph (b)(iv) the reference to paragraph (a)(vii) is to paragraph (a)(v).
20.2 *(Compliance Certificate)*	Amending cross references such that: the reference to paragraph (a)(vii) is to paragraph (a)(v) and deleting the reference to paragraphs (a)(ii) and (a)(vi).
20.3 *(Principal Subsidiaries)*	Amending cross references such that: the reference to paragraph (a)(vii) is to paragraph (a)(v) and deleting the reference to paragraphs (a)(ii) and (a)(vi).
21.1 *(Financial definitions)*	Amending definition of Adjusted EBITDA by deleting: "(excluding any member of the Group which is a member of the Allscripts Group)" in paragraphs (a) and (b) of the definition.
21.1 *(Financial definitions)*	Amending definition of Borrowings by: (a) amending paragraph (f) by adding the following words at the end of the paragraph: ", any Allscripts Derivative Contract and/or the shareholding of any member of the Group in Allscripts or any member of the Allscripts Group" (b) deleting "(without consolidating the Allscripts Group)" in the final paragraph.
21.1 *(Financial definitions)*	Amending definition of EBITDA by adding the following words at the end of the paragraph: "and any mark to market movements in the Relevant Period on either (a) any Allscripts Derivative Contract and/or (b) the shareholding of any member of the Group in Allscripts or any member of the Allscripts Group".
21.1 *(Financial definitions)*	Adding an additional definition as follows: "**Allscripts Derivative Contract**" means a derivative contract entered into by the Company or a member of the Group in relation to the disposal of shares by one or more members of the Group in Allscripts or any member of the Allscripts Group.".
22.5(a) *(Disposals)*	Amending by deleting: ", including any member of the Allscripts Group.".

22.5(b) *(Disposals)*	Amending by deleting: “, provided that nothing in this paragraph (b) shall permit any member of the Group to sell, lease, transfer or otherwise dispose of any shares in Allscripts other than as part of a Permitted Buyback.” in the final paragraph.

Clause reference	Change or deletion
22.12(b)(iv) *(Prohibited acquisitions)*	Amending by deleting: "(other than any acquisition of shares or equity investment in the Allscripts Group)".
22.12(b)(iv)(G) *(Prohibited acquisitions)*	Amending by deleting: "(including for the avoidance of doubt any Acquisition of shares or other equity interests in the capital of a member of the Allscripts Group)".
22.12(b)(iv)(I) *(Prohibited acquisitions)*	Deleting in full.
22.12(b)(iv)(J) *(Prohibited acquisitions)*	Renumbering as paragraph (I).
22.20 *(Allscripts Holding Companies)*	Deleting in full.
22.21 *(Conditions subsequent)*	Renumbering as clause 22.20.
23.3(a) and (b) *(Other obligations)*	Amending clause references so that the reference to clause 22.21 is a reference to clause 22.20 in paragraphs (a) and (b).
23.5(e) *(Cross default)*	Deleting in full.
23.5(f) *(Cross default)*	Renumbering as paragraph (e).

Part 2

Amendments applicable on and from the Stage 3 Effective Date

Clause reference	Change or deletion
19.10(b) *(Financial Statements)*	Amending cross references such that: the reference to paragraph (a)(iv) is to paragraph (a)(iii); and the reference to paragraph (a)(v) is to paragraph (a)(iv).
20.1(a) *(Financial Statements)*	Deleting and replacing clause with the following: "The Company shall supply to the Agent in sufficient copies for all the Lenders: (i) its audited consolidated financial statements for each of its financial years; (ii) (if requested by a Lender) the audited financial statements of each other Obligor for each of its financial years except that if any Obligor is incorporated in a jurisdiction in which it is not required to produce audited accounts or in which it is not customary to do so, the Company may instead supply unaudited accounts in respect of that Obligor; (iii) its consolidated interim financial statements for each of its financial half years; and (iv) its combined financial statements for each of its Financial Quarters ending on 31 August and 28 February, in respect of paragraph (iv) in the form agreed by the Agent prior to the date of this Agreement.".
20.1(b) *(Financial Statements)*	Amending cross references such that: the reference to paragraph (a)(iii) is to paragraph (a)(ii); the reference to paragraph (a)(iv) is to paragraph (a)(iii); and the reference to paragraph (a)(v) is to paragraph (a)(iv).
20.1(b) *(Financial Statements)*	Amending by deleting: "and, in the case of financial statements of the Arsenal Group, promptly after any member of the Group receives the same in its capacity as shareholder of a member of the Arsenal Group.".
20.2 *(Compliance Certificate)*	Amending cross references such that: the reference to paragraph (a)(v) is to paragraph (a)(iv).
20.3 *(Principal Subsidiaries)*	Amending cross references such that: the reference to paragraph (a)(v) is to paragraph (a)(iv).

Clause reference	Change or deletion
22.13(b) *(Loans and Guarantees)*	Amending by deleting: “, provided that nothing in this paragraph (b) shall permit any member of the Group to grant any loan or credit or give any Guarantee to or in respect of a member of the Allscripts Group other than in accordance with paragraph (v) above.” in the final paragraph.

Exhibit 99.10

EXECUTION COPY

FRAMEWORK AGREEMENT

by and between

MISYS PLC

and

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

dated as of June 9, 2010

CONTENTS

Exhibits

Clause **Page**

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT (this **Agreement**), dated as of June 9, 2010, is made and entered into

BETWEEN:

(1) MISYS PLC, a public limited company formed under the Laws of England and Wales (**Manchester**), and

(2) ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., a Delaware corporation (**Arsenal**),

together, the **Parties**.

WHEREAS:

(A) Manchester currently owns, indirectly through its Subsidiaries Kapiti Limited (**Kapiti**) and ACT Sigmex Limited (**ACTS**), one hundred percent (100%) of the partnership interests of Misys US DGP (**DGP**).

(B) Manchester currently owns, indirectly through its Subsidiaries Misys Patriot US Holdings LLC (**MPUSH**) and Misys Patriot Limited (**MPL**), 79,811,511 Arsenal Shares as of the date hereof.

(C) Manchester is in the process of implementing an internal reorganization of its US corporate structure (the **US Reorganization**).

(D) In connection with the US Reorganization, DGP will acquire 61,308,295 Arsenal Shares from MPUSH and will be converted from a Delaware general partnership into a Delaware corporation (**Newco**).

(E) After completion of the US Reorganization, Kapiti and ACTS will own one hundred percent (100%) of the issued and outstanding shares of common stock of Newco (the **Newco Shares**) and Newco will own 61,308,295 Arsenal Shares.

(F) After completion of the US Reorganization, Kapiti and ACTS desire to transfer the Newco Shares to Arsenal in exchange for 61,308,295 newly issued Arsenal Shares (such newly issued Arsenal Shares, the **Exchange Shares**, and the transfer of the Newco Shares to Arsenal in exchange for the Exchange Shares, the **Arsenal Exchange**).

(G) Simultaneously with the consummation of the Arsenal Exchange, Manchester and Arsenal desire to effect the following transactions: (i) a repurchase by Arsenal of the Arsenal Shares owned by MPL and a portion of the Exchange Shares from Kapiti and ACTS; (ii) a secondary public offering by Kapiti and ACTS of additional Exchange Shares (the **Secondary Offering Shares**, and the transactions described in clauses (i) and (ii) together being the **Coniston Transaction**); and (iii) upon the closing of the Emerald Transaction (as defined below) (the **Emerald Closing**), if Manchester so elects, a repurchase by Arsenal from Kapiti and ACTS of the Contingent Repurchase Shares (as defined below).

(H) Manchester and Arsenal acknowledge that the Repurchase Consideration (as defined below) includes consideration for the agreement by Manchester to divest its Control over Arsenal.

(I) Concurrently with the execution of this Agreement, Arsenal is entering into a Merger Agreement with Eclipsys Corporation (**Emerald**) pursuant to and subject to the terms and conditions of which the stockholders of Emerald would receive newly issued Arsenal Shares as consideration (the **Emerald**

Transaction), it being understood that under no circumstances would the Emerald Transaction be consummated prior to the Coniston Closing (as defined below), and it being further understood that the failure of the Emerald Transaction will in no way prejudice the consummation of the Coniston Transaction.

(J) Concurrently with the closing of the Coniston Transaction, Manchester and Arsenal intend to amend and restate the Relationship Agreement (as defined below) and Arsenal intends to amend and restate the Arsenal Constitutional Documents (as defined below) as provided herein.

(K) The Audit Committee of the Arsenal Board of Directors has approved this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby.

(L) In furtherance of the objectives set forth above, Manchester and Arsenal desire to enter into this Agreement and the other Transaction Documents to govern the Arsenal Exchange, the Coniston Transaction, the Contingent Repurchase (as defined below) and the other transactions contemplated hereby and thereby.

NOW, THEREFORE, each of Manchester and Arsenal, intending to be legally bound to the extent provided in this Agreement, hereby agree as follows:

1. ARSENAL EXCHANGE

1.1 Authorization of Additional Arsenal Shares; Arsenal Exchange; Newco Merger

(a) As promptly as reasonably practicable after the date hereof (or, if the Parties so agree in writing, upon the record date for the Arsenal stockholder meeting held for the purpose of obtaining the Arsenal Stockholder Approval), Manchester shall cause its direct and indirect Subsidiaries as holders of Arsenal Shares to act by written consent in lieu of a meeting to (i) approve an amendment to the Arsenal Second Amended and Restated Certificate of Incorporation (in the form attached as Exhibit 1) to authorize 350 million Arsenal Shares and (ii) approve the issuance to Kapiti and ACTS of the Exchange Shares (the **Arsenal Written Consent**). As promptly as reasonably practicable after the date hereof (or, if the Parties so agree in writing, upon the record date for the Arsenal stockholder meeting held for the purpose of obtaining the Arsenal Stockholder Approval), Manchester shall cause its direct and indirect Subsidiaries as holders of Arsenal Shares to act by written consent in lieu of a meeting to approve amendments to Arsenal's Third Amended and Restated Certificate of Incorporation (in the form attached as Exhibit 2) to become effective immediately following the Coniston Closing (except as otherwise set forth therein) (the **Additional Written Consent**, and collectively with the Arsenal Written Consent, the **Written Consents**). Notwithstanding anything to the contrary contained herein, Arsenal shall not file Arsenal's Fourth Amended and Restated Certificate of Incorporation until after the Coniston Closing.

(b) On the Coniston Closing Date (as defined below), upon the terms and subject to the conditions contained herein, Manchester shall cause Kapiti and ACTS to transfer, convey and deliver the Newco Shares to Arsenal, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws), and in exchange therefor Arsenal shall issue to Kapiti and ACTS the Exchange Shares, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws).

(c) If a ruling substantially to the effect of Core Ruling (4) is received as part of the IRS Private Letter Ruling, immediately following the receipt of such IRS Private Letter Ruling (but in no event prior to the Coniston Closing Date), in the manner set forth in the IRS Private Letter Ruling, Arsenal shall cause

Newco to merge with and into a newly formed, wholly owned Subsidiary of Arsenal that is, or otherwise elects to be, disregarded as an entity separate from its owner for US federal tax purposes (**Exchange Sub**), with Exchange Sub continuing as the surviving entity. This Agreement shall constitute a plan of reorganization pursuant to which, if such merger occurs, the Arsenal Exchange and such merger, taken together, are intended to constitute a "reorganization" under Code section 368(a), of which Arsenal and Newco are parties.

(d) If a ruling substantially to the effect of Core Ruling (4) is not received as part of an IRS Private Letter Ruling, Arsenal shall not cause Newco to merge with and into Exchange Sub or liquidate Newco and will not consider such a merger or liquidation any earlier than the two-year anniversary of the Coniston Closing Date.

1.2 Cooperation of Arsenal

(a) Arsenal and Manchester shall cooperate, and take, or use their respective commercially reasonable efforts to cause to be taken, all actions, and to do, or use their respective commercially reasonable efforts to cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and give effect to the transactions contemplated by Section 1.1 in accordance with the terms of this Agreement.

(b) Without limiting the foregoing, by a date as soon after the execution of this Agreement as is reasonably practicable, which date the Parties currently expect will be within ten (10) business days after the date hereof, Arsenal shall prepare and file with the SEC an information statement meeting the requirements of Regulation 14C under the Exchange Act and shall prepare any other notice required under the General Corporation Law of the State of Delaware, if any, to be sent to Arsenal stockholders to the extent required to give effect to the actions taken by the Written Consents. Arsenal shall respond to any comments or requests for additional information from the SEC or its staff as soon as practicable after receipt of any such comments or requests, and shall cause the information statement to be mailed to its stockholders at the earliest practicable time (and in no event later than five (5) business days after indication from the SEC staff that no further comments on the information statement will be forthcoming). Arsenal shall notify Manchester promptly upon the receipt of any comments from the SEC or its staff or any other government officials and of any request by the SEC or its staff or any other government officials for amendments or supplements to the information statement. Arsenal shall supply Manchester with copies of all correspondence between Arsenal or any of its representatives, on the one hand, and the SEC or its staff or any other government officials, on the other hand, with respect to the information statement. Prior to responding to any such comments or requests or the filing or mailing of the information statement, Arsenal shall provide Manchester with a reasonable opportunity to review and comment on any drafts of the information statement and all related correspondence and filings and shall give reasonable consideration to all comments proposed by Manchester. Manchester shall use all commercially reasonable efforts to cooperate with Arsenal and its advisers to provide as promptly as reasonably practicable any information or responses to comments or other assistance reasonably requested by Arsenal in connection with the foregoing.

2. CONISTON TRANSACTION

2.1 Repurchase of Exchange Shares

Upon the terms and subject to the conditions of this Agreement, at the Coniston Closing, Manchester shall cause MPL, Kapiti and ACTS to sell, transfer, convey and deliver to Arsenal, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws) and

Arsenal shall buy from MPL, Kapiti and ACTS, 24,442,083 Arsenal Shares held by MPL, Kapiti and ACTS (the **Repurchase Shares**) for an aggregate consideration of $577.4 million (the **Repurchase Consideration**) at a price per Arsenal Share equal to $23.62. The Repurchase Consideration includes consideration in the amount of $4.80 per Arsenal Share for the agreement by Manchester to divest its Control over Arsenal, which consideration is an integral part of this Agreement without which the Parties would not have entered into this Agreement or the transactions contemplated hereby. The Repurchase Consideration shall be paid in U.S. dollars by wire transfer of immediately available funds to the Manchester Bank Account.

2.2 Public Secondary Offering

(a) Upon the terms and subject to the conditions of this Agreement (including satisfaction of the Offering Conditions), Manchester shall use commercially reasonable efforts to, and shall cause Kapiti and ACTS to use their respective commercially reasonable efforts to, conduct a secondary public offering of the Secondary Offering Shares (the **Secondary Offering**) pursuant to which Kapiti and ACTS shall sell to the Lead Underwriters (as defined herein) and one or more of the underwriters set forth on Schedule 2.2(a) (the **Underwriters**), together with any syndicate established by such Underwriters, pursuant to a customary underwriting agreement, subject to the immediately following sentence, no fewer than 36,000,000 Secondary Offering Shares or such greater number of Secondary Offering Shares that in the reasonable good faith judgment of the board of directors of Manchester is necessary to maintain compliance immediately after the Coniston Closing with Sections LR 9.2.2A and LR 6.1.4(2) of the Listing Rules (UK) of the UK Listing Authority and London Stock Exchange (the **Minimum Secondary Offering Shares**), which number of Secondary Offering Shares shall be determined prior to the Launch Date and sold to the public by the Underwriters at the maximum price achievable under the circumstances but in any event at a price to the public of not less than $16.50 per Secondary Offering Share (the **Floor Price**). Subject to Section 2.2(b) below, the aggregate number of Secondary Offering Shares sold by Kapiti and ACTS to the Underwriters in the Secondary Offering shall not, when combined with the Repurchase Shares, result in Manchester holding, directly or indirectly, fewer than 15.5 million Arsenal Shares (or such lesser number of Arsenal Shares as may be agreed by the Audit Committee of the Arsenal Board of Directors) prior to any exercise of the Underwriters' over-allotment option (the **Greenshoe**).

(b) To the extent the sale by Kapiti and ACTS of Arsenal Shares to the Underwriters pursuant to the Greenshoe would result in Manchester's direct or indirect shareholding in Arsenal falling below 15.5 million Arsenal Shares (or such lesser number of Arsenal Shares as may be agreed by the Audit Committee of the Arsenal Board of Directors) (the **Manchester Greenshoe Limit**) then Arsenal shall have a right of first refusal to issue and sell pursuant to the Greenshoe such number of Arsenal Shares as is equal to the difference between the number of Arsenal Shares required to satisfy the Greenshoe and the number of Arsenal Shares that Manchester may sell without falling below the Manchester Greenshoe Limit (the **Arsenal Right of First Refusal**). Arsenal shall notify Manchester and the Lead Underwriters in writing within two (2) business days after Arsenal receives the Launch Notice (as defined below) as to whether it wishes to exercise the Arsenal Right of First Refusal in the event the Underwriters exercise the Greenshoe. If Arsenal fails to so notify Manchester and the Lead Underwriters of its intention to exercise the Arsenal Right of First Refusal or notifies Manchester and the Lead Underwriters that it does not wish to exercise the Arsenal Right of First Refusal, Manchester shall be entitled to fully participate in the Greenshoe notwithstanding the Manchester Greenshoe Limit.

(c) Subject to paragraph (g) below, upon the terms and subject to the conditions of this Agreement and the Relevant Provisions (as defined below) of the Registration Rights Agreement, prior to the receipt of both (x) the Emerald Stockholder Approval and (y) the Arsenal Stockholder Approval, Manchester shall

determine in its commercially reasonable discretion the date of the launch of the Secondary Offering (the **Launch Date**). In exercising its commercially reasonable discretion in selecting a Launch Date, Manchester agrees to consult regularly with the joint book running Underwriters of the Secondary Offering designated as such on Schedule 2.2(c) (the **Lead Underwriters**) to determine the earliest date reasonably practicable at which the Lead Underwriters believe market conditions and legal and regulatory requirements, including satisfaction of the Offering Conditions, would permit the Minimum Secondary Offering Shares to be sold to the public by the Underwriters at the maximum price achievable during the offering period provided for herein, but in any event at a price to the public of not less than the Floor Price. If Manchester selects a Launch Date pursuant to this Section 2.2(c), then Manchester shall notify Arsenal of such Launch Date as well as the number of Minimum Secondary Offering Shares (and the information relied upon by the board of directors of Manchester in determining the number of the Minimum Secondary Offering Shares) by written notice given not less than five (5) business days prior to the intended Launch Date (the **Launch Notice**).

(d) If a Launch Notice is delivered pursuant to paragraph (c) above, and prior to the Launch Date Manchester reasonably determines that it would not be feasible or in the best interests of Manchester to proceed on the then scheduled Launch Date or if the Offering Conditions no longer continue to be met on or after the then scheduled Launch Date, Manchester shall notify Arsenal of the postponement of the then scheduled Launch Date or Secondary Offering and shall deliver to Arsenal a new Launch Notice establishing a new Launch Date and the process set forth in paragraphs (c), (e), (g), (i) and the penultimate sentence of paragraph (b) of this Section 2.2 shall apply in respect of such new Launch Date *mutatis mutandis*.

(e) Upon the terms and subject to the conditions of this Agreement and the Relevant Provisions of the Registration Rights Agreement, after the receipt of both (x) the Emerald Stockholder Approval and (y) the Arsenal Stockholder Approval, so long as (i) the Manchester Shareholder Approval has been obtained, (ii) the actual five (5) trading day volume weighted average price of the Arsenal Shares has exceeded and continues to exceed the Floor Price and (iii) each of the Offering Conditions (other than clause (iv) of the definition of "Market Disruption" and clauses (vii) and (viii) of the definition of "Offering Conditions" (collectively, the **Special Offering Conditions**)) is met, then Arsenal shall be entitled to deliver to Manchester a written demand that Manchester proceed with the Secondary Offering (a **Launch Demand**). Within two (2) business days after receipt by Manchester of such Launch Demand, Manchester shall, if each of the Offering Conditions (including the Special Offering Conditions) continues to be met, select a Launch Date within the subsequent five (5) trading day period that Manchester reasonably determines after consultation with the Lead Underwriters is the most likely date during such five (5) trading day period to result in a sale to the public by the Underwriters of the Minimum Secondary Offering Shares at the maximum price achievable during such offering period, but in any event at a price to the public of not less than the Floor Price; provided, that, if the Launch Demand is delivered during the Market Holiday or within five (5) trading days prior to the commencement of the Market Holiday, then Manchester shall select as the Launch Date the first trading day after the expiration of the Market Holiday. If Manchester selects a Launch Date pursuant to this Section 2.2(e), then Manchester shall promptly notify Arsenal of such Launch Date as well as the number of Minimum Secondary Offering Shares (and the information relied upon by the board of directors of Manchester in determining the number of Minimum Secondary Offering Shares) by written notice (also referred to herein as the Launch Notice). If following receipt of a Launch Demand, Manchester fails to select a Launch Date, postpones a then scheduled Launch Date or Secondary Offering or fails thereafter to establish a new Launch Date, in each case because of a failure of any of the Offering Conditions to be met, Manchester shall, within one (1) business day of such failure or postponement, provide Arsenal and Emerald with the information relied upon by the board of directors

of Manchester in determining that any such Offering Condition fails to be met, including the material information and advice provided to Manchester by any of the Lead Underwriters relating to such matter.

(f) If a Launch Notice is delivered pursuant to paragraph (e) above and (x) prior to the then scheduled Launch Date the board of directors of Manchester determines in its reasonable good faith judgment to postpone such Launch Date because either (1) prior to such Launch Date the Offering Conditions no longer continue to be met or (2) the board of directors of Manchester determines in its reasonable good faith judgment that the Offering Conditions will not be met during the eight (8) business days immediately following such Launch Date or (y) after the Launch Date the board of directors of Manchester determines in its reasonable good faith judgment to postpone the Secondary Offering because the Offering Conditions no longer continue to be met, Manchester shall notify Arsenal of the postponement of the then scheduled Launch Date (in the case of subclause (x)) or Secondary Offering (in the case of subclause (y)) and shall deliver to Arsenal a new Launch Notice establishing a new Launch Date at the earliest date reasonably practicable thereafter at which the Offering Conditions are expected to be satisfied and market conditions and legal and regulatory requirements would permit the Minimum Secondary Offering Shares to be sold to the public by the Underwriters at a price of not less than the Floor Price and the process set forth in paragraphs (e), (i) and the penultimate sentence of paragraph (b) of this Section 2.2 shall apply in respect of such new Launch Date *mutatis mutandis*.

(g) Upon the terms and subject to the conditions of this Agreement and the Relevant Provisions of the Registration Rights Agreement, if the Emerald Definitive Agreement is terminated in accordance with its terms, after the date of such termination, so long as (i) the Manchester Shareholder Approval has been obtained, (ii) the actual five (5) trading day volume weighted average price of the Arsenal Shares has exceeded and continues to exceed the Floor Price and (iii) each of the Offering Conditions (other than the Special Offering Conditions) is met, then Arsenal shall be entitled to deliver to Manchester a Launch Demand (a **Termination Launch Demand**). Within two (2) business days after receipt by Manchester of such Termination Launch Demand, Manchester shall, if each of the Offering Conditions (including the Special Offering Conditions) continues to be met, select a Launch Date within the subsequent twenty (20) trading day period that Manchester reasonably determines after consultation with the Lead Underwriters is the most likely date during such twenty (20) trading day period to result in a sale to the public by the Underwriters of the Minimum Secondary Offering Shares at the maximum price achievable during such offering period, but in any event at a price to the public of not less than the Floor Price; provided, that, if the Termination Launch Demand is delivered during the Market Holiday or within five (5) trading days prior to the commencement of the Market Holiday, then Manchester shall select a Launch Date within the ten (10) trading day period after the expiration of the Market Holiday. If Manchester selects a Launch Date pursuant to this Section 2.2(g), then Manchester shall promptly notify Arsenal of such Launch Date as well as the number of Minimum Secondary Offering Shares (and the information relied upon by the board of directors of Manchester in determining the number of Minimum Secondary Offering Shares) by written notice (also referred to herein as the Launch Notice). If following receipt of a Termination Launch Demand, Manchester fails to select a Launch Date, postpones a then scheduled Launch Date or Secondary Offering or fails thereafter to establish a new Launch Date, in each case because of a failure of any of the Offering Conditions to be met, Manchester shall, within one (1) business day of such failure or postponement, provide Arsenal with the information relied upon by the board of directors of Manchester in determining that any such Offering Condition fails to be met, including the material information and advice provided to Manchester by any of the Lead Underwriters relating to such matter.

(h) If a Launch Notice is delivered pursuant to paragraph (g) above and (x) prior to the then scheduled Launch Date the board of directors of Manchester determines in its reasonable good faith judgment to postpone such Launch Date because either (1) prior to such Launch Date the Offering Conditions no

longer continue to be met or (2) the board of directors of Manchester determines in its reasonable good faith judgment that the Offering Conditions will not be met during the eight (8) business days immediately following such Launch Date or (y) after the Launch Date the board of directors of Manchester determines in its reasonable good faith judgment to postpone the Secondary Offering because the Offering Conditions no longer continue to be met, Manchester shall notify Arsenal of the postponement of the then scheduled Launch Date (in the case of subclause (x)) or Secondary Offering (in the case of subclause (y)) and shall deliver to Arsenal a new Launch Notice establishing a new Launch Date at the earliest date reasonably practicable thereafter at which the Offering Conditions are expected to be satisfied and market conditions and legal and regulatory requirements would permit the Minimum Secondary Offering Shares to be sold to the public by the Underwriters at a price of not less than the Floor Price and the process set forth in paragraph (i) and the penultimate sentence of paragraph (b) of this Section 2.2 shall apply in respect of such new Launch Date *mutatis mutandis*.

(i) Unless the Launch Date specified in a Launch Notice or in response to a Launch Demand has been rescheduled in accordance with Section 2.2(d), (f) or (h), on the Launch Date specified in a Launch Notice or in response to a Launch Demand, Manchester shall request that Arsenal (and Arsenal shall), and Manchester and Arsenal shall use their respective commercially reasonable efforts to cause, the Lead Underwriters to publicly announce the commencement on the Launch Date of and conduct a road show that lasts not more than five (5) business days beginning on the Launch Date assuming full-time participation by Arsenal's CEO and CFO during that period in accordance with Section 2.2(k). At the end of such five (5) business day period (or such lesser period as agreed to by Manchester after consultation with the Lead Underwriters), assuming continued satisfaction of the Offering Conditions, Manchester shall formally request, and shall use its commercially reasonable efforts to cause, the Lead Underwriters to execute and deliver an underwriting agreement in reasonably customary form, reasonably satisfactory to the Lead Underwriters and that contains terms not inconsistent with Section 2.4(m) and 2.5(a) of the Registration Rights Agreement, for a firm commitment, fixed price underwritten public offering that includes the highest price the Lead Underwriters are prepared to offer to the public for the Minimum Secondary Offering Shares, which price is equal to or greater than the Floor Price (an **Acceptable Underwriting Agreement**). If the Lead Underwriters present Manchester and Arsenal with an Acceptable Underwriting Agreement, then Manchester and Arsenal shall promptly execute and deliver, and Manchester shall cause Kapiti and ACTS to execute and deliver, such Acceptable Underwriting Agreement and agree to be bound thereby, and thereafter Manchester and Arsenal shall comply with such Acceptable Underwriting Agreement and shall use their respective commercially reasonable efforts to cause the Secondary Offering to be completed. Manchester and Arsenal shall not execute an Acceptable Underwriting Agreement that prevents either Manchester or Arsenal from complying with its obligations under this Section 2.2.

(j) **Offering Conditions** shall mean (i) a shelf registration statement has been filed with the SEC and is effective that permits Manchester, Kapiti and ACTS to conduct the Secondary Offering (the **Secondary Offering Registration Statement**), (ii) Arsenal has complied with its obligations under Section 2.2(k) and the Relevant Provisions of the Registration Rights Agreement (except for any failures that have not had and would not reasonably be expected to have a material adverse effect on the Secondary Offering, including by affecting the ability of the Lead Underwriters to enter into an Acceptable Underwriting Agreement), (iii) Arsenal has advised Manchester that the Secondary Offering Registration Statement, the related prospectus and any documents incorporated or deemed to be incorporated therein by reference (x) are appropriately responsive in all material respects to the requirements of the Securities Act and/or the Exchange Act, as applicable, and (y) do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) Arsenal has advised Manchester that it is prepared to enter into an underwriting agreement satisfactory to the Underwriters and is able to cause to be delivered the opinions

of counsel and "cold comfort" letters from its independent certified public accountants, in each case as contemplated by such underwriting agreement and Section 2.4(m) of the Registration Rights Agreement, (v) no Market Disruption is then in effect, (vi) no SEC stop order that would suspend the effectiveness of the Secondary Offering Registration Statement is in effect and no proceedings for the issuance of an SEC stop order have been initiated, (vii) no pending earnings announcement or other material disclosure regarding Arsenal or Emerald is determined by the board of directors of Manchester, in its reasonable good faith judgment after receipt of advice from the Lead Underwriters, to warrant a delay in such offering because a failure to so delay is expected to materially interfere with the ability to sell the Minimum Secondary Offering Shares at or above the Floor Price and (viii) the actual five (5) trading day volume weighted average price of the Arsenal Shares is not determined by the board of directors of Manchester, in its reasonable good faith judgment after receipt of advice from the Lead Underwriters, to fail to exceed or continue to exceed the Floor Price by an amount sufficient to permit the Secondary Offering to be completed at or above the Floor Price. **Relevant Provisions** of the Registration Rights Agreement means Sections 2.1, 2.3(a), 2.4, 2.7, 2.8 and 2.9(a) and (b) thereof.

(k) Without limiting in any way Manchester's rights under the Relevant Provisions of the Registration Rights Agreement, from the date of this Agreement until the Coniston Closing, Arsenal shall, and shall cause its Affiliates and each of its and their respective representatives to, and shall use its commercially reasonable efforts to cause Emerald and its Affiliates and each of their respective representatives to, use each of their commercially reasonable efforts to provide all cooperation reasonably requested by Manchester or the Underwriters in connection with the Secondary Offering, including using commercially reasonable efforts to (a) cause appropriate executive officers and employees of Arsenal and Emerald (i) to be reasonably available to meet with the Underwriters, rating agencies and prospective investors in meetings, presentations, road shows and due diligence sessions (it being understood, and Arsenal agrees, that during the road show that occurs after the Launch Date, the participation of Arsenal's CEO and CFO shall be required on a full-time basis including travel to meet prospective and current investors), (ii) to provide reasonable and customary management and legal representations to auditors and (iii) to provide reasonable and timely assistance with the preparation of business projections and similar materials, (b) otherwise reasonably cooperate with the marketing efforts of Manchester and the Underwriters for the Secondary Offering, (c) furnish Manchester and the Underwriters and their respective counsel promptly with all reasonable and customary financial information regarding Arsenal and Emerald and all documents reasonably necessary for their due diligence review as shall exist (or if not existing, using commercially reasonable efforts to prepare such reasonable and customary financial information) and as may be reasonably requested by Manchester or the Underwriters, (d) promptly prepare a registration statement, prospectus and prospectus supplement for the Secondary Offering and provide Manchester and the Underwriters and their respective counsel with a reasonable opportunity to review and comment thereon, (e) obtain customary comfort letters from the auditors of Arsenal and Emerald and consent from such auditors for use of any of their audit reports (including but not limited to by including such reports in any offering or information documents for the Secondary Offering, including any registration statement or related prospectus) and SAS 100 reviews, (f) obtain customary legal opinions or other certificates or documents of Arsenal and Emerald as may reasonably be requested by Manchester or the Underwriters, (g) prepare any financial information as required by the rules and regulations of the SEC and (h) take such reasonable and customary further actions that the Underwriters or their counsel deem reasonably necessary or required in order to consummate the Secondary Offering, in each case as promptly as reasonably practicable and to the greatest extent practicable to permit the Secondary Offering to be launched on or prior to the Launch Date in accordance with the Registration Rights Agreement. From the date of this Agreement until the Coniston Closing, Manchester shall, and shall cause its Affiliates and each of its and their respective representatives to, use commercially reasonable efforts to provide all cooperation reasonably requested

by Arsenal and the Underwriters in connection with the Secondary Offering, including using commercially reasonable efforts to (a) furnish Arsenal promptly with all reasonable and customary information regarding Manchester required in connection with the registration statement and prospectus for the Secondary Offering and (b) obtain customary legal opinions or other certificates or documents as may reasonably be requested by Arsenal or the Underwriters, in each case as promptly as reasonably practicable and to the greatest extent practicable to permit the Secondary Offering to be launched on or prior to the Launch Date in accordance with the Registration Rights Agreement.

(l) If notwithstanding compliance with the provisions of this Section 2.2 the Lead Underwriters do not offer an Acceptable Underwriting Agreement at the end of the scheduled road show following a Launch Date, then until this Agreement terminates or expires in accordance with its terms the process set forth in paragraphs (e), (g) and (i) of this Section 2.2 shall apply in respect of any new Launch Date *mutatis mutandis*.

(m) The closing of the Greenshoe (the **Greenshoe Closing**) shall take place at the time and in the manner provided in, and upon the terms and subject to the conditions of, the Underwriting Agreement.

(n) For avoidance of doubt, notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that (A) while Manchester agrees to use its commercially reasonable efforts to cause the Lead Underwriters to do so, Manchester is unable to cause the Lead Underwriters to offer to execute an Acceptable Underwriting Agreement and nothing herein is intended to (x) imply any commitment on the part of the Lead Underwriters to do so or (y) represent the ability of the Lead Underwriters to sell the Minimum Secondary Offering Shares at a price to the public of not less than the Floor Price and (B) the execution by the Lead Underwriters of an Acceptable Underwriting Agreement is a condition to the Secondary Offering.

(o) For avoidance of doubt, notwithstanding anything to the contrary contained herein or in the Registration Rights Agreement, the Parties acknowledge and agree that Arsenal is entitled to file an automatic universal shelf promptly after execution of this Agreement, copies of which have been made available to Manchester.

2.3 Coniston Closing

The closing of the Arsenal Exchange and the Coniston Transaction (the **Coniston Closing**) shall take place as soon as reasonably practicable, but in no event later than three (3) business days following the satisfaction of all conditions precedent to closing of the Coniston Transaction set forth in Section 7.1 (other than those conditions that by their nature are to be satisfied at the Coniston Closing, but subject to the satisfaction of those conditions), or at such other time and date as shall be mutually agreed between Manchester and Arsenal (the **Coniston Closing Date**).

2.4 Coniston Closing Deliveries

At the Coniston Closing:

(a) Manchester shall cause Kapiti and ACTS to transfer, convey and deliver to Arsenal the Newco Shares, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws);

(b) Arsenal shall issue to Kapiti and ACTS the Exchange Shares, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws);

(c) Manchester shall cause MPL, Kapiti and ACTS to sell, transfer, convey and deliver to Arsenal the Repurchase Shares, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws);

(d) Arsenal shall deliver to Manchester the Repurchase Consideration;

(e) Manchester shall deliver to Arsenal the resignations of Manchester's current nominees to the Arsenal Board of Directors (other than those being nominated by Manchester pursuant to the Amended and Restated Relationship Agreement);

(f) Arsenal shall deliver to Manchester the certificate called for in Section 7.1(b)(vi) and (vii), and Manchester shall deliver to Arsenal the certificate called for in Section 7.1(c)(v) and (vi);

(g) Each Party shall deliver to the other Party duly executed counterparts of each Transaction Document that is to be entered into on the Coniston Closing Date;

(h) Manchester shall deliver to Arsenal a statement from Newco as provided for under the Code and applicable Treasury regulations certifying that Newco is not, and has not been, a "United States real property holding corporation";

(i) Manchester shall deliver to Arsenal the corporate books and records of Newco, including true and correct copies of all documents relating to the US Reorganization; and

(j) Manchester shall cause the PLR Bank Guarantee and the Historic Bank Guarantee to be delivered to Arsenal.

2.5 Withholding Taxes

All consideration delivered pursuant to this Section 2 or Section 3 shall not be reduced by, and shall be made free and clear of, any withholding or similar Taxes (provided that the statement described in Section 2.4(h) shall have been delivered).

3. CONTINGENT REPURCHASE TRANSACTION

3.1 Contingent Repurchase of Arsenal Shares

Upon the satisfaction of all conditions precedent necessary for closing of the Emerald Transaction (other than that the Coniston Closing shall have occurred and other than those conditions that by their nature are to be satisfied on the date of the closing of the Emerald Transaction), Arsenal shall provide written notice stating the same to Manchester in the form of a certificate signed by duly authorized representatives of both Arsenal and Emerald. Manchester shall have ten (10) business days after receipt of such certificate to provide a written notice (the **Contingent Repurchase Election Notice**) to Arsenal requiring it to purchase the Contingent Repurchase Shares (the **Contingent Repurchase**). If Manchester provides the Contingent Repurchase Election Notice, then the Contingent Repurchase Consideration shall be paid by Arsenal at the Contingent Repurchase Closing in U.S. dollars by wire transfer of immediately available funds to the Manchester Bank Account.

3.2 Contingent Repurchase Closing

The closing of the Contingent Repurchase (the **Contingent Repurchase Closing**) shall take place on the later of (i) the second business day after the Emerald Closing and (ii) the fifth business day after Manchester has provided the Contingent Repurchase Election Notice, or at such other time and date as shall be mutually agreed between Manchester and Arsenal (the **Contingent Repurchase Closing Date**), in either case subject to the satisfaction of all conditions precedent to the Contingent Repurchase Closing set forth in Section 7.2.

3.3 Contingent Repurchase Closing Deliveries

At the Contingent Repurchase Closing:

(a) Manchester shall cause Kapiti and ACTS to sell, transfer, convey and deliver to Arsenal the Contingent Repurchase Shares, free and clear of all Liens (other than any Liens or restrictions imposed solely by virtue of applicable securities laws); and

(b) Arsenal shall deliver to Manchester the Contingent Repurchase Consideration.

4. REPRESENTATIONS AND WARRANTIES OF MANCHESTER

Manchester represents and warrants to Arsenal that:

4.1 Organization; Authority; Execution and Delivery; Enforceability

(a) Manchester is a public limited company duly formed and validly existing under the Laws of England and Wales.

(b) Manchester has all necessary corporate power and authority to enter into this Agreement and each Transaction Document to which it is, or will be, a party, and, subject to obtaining the Manchester Shareholder Approval, to perform its obligations under this Agreement and each such Transaction Document and to complete the Coniston Transaction and the Contingent Repurchase. The execution, delivery and performance by Manchester of this Agreement, each of the Written Consents and each Transaction Document to which it is, or will be a party, and, subject to obtaining the Manchester Shareholder Approval, the completion of the Coniston Transaction and the Contingent Repurchase have been duly authorized and all necessary corporate proceedings on the part of Manchester have been taken. This Agreement has been, and each of the Written Consents and each Transaction Document to which Manchester is, or will be, a party has been or will be, duly executed and delivered by Manchester, and assuming the due authorization, execution and delivery by each other party, constitutes a legal, valid and binding obligation of Manchester, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws of general application relating to or affecting creditors' rights generally and except for the limitations imposed by general principles of equity.

(c) Kapiti is a limited company duly formed and validly existing under the Laws of England and Wales and a Subsidiary of Manchester. ACTS is a limited company duly formed and validly existing under the Laws of England and Wales and a Subsidiary of Manchester. MPL is a limited company duly formed and validly existing under the Laws of England and Wales and a Subsidiary of Manchester. Each of Kapiti and ACTS have all necessary corporate power and authority to complete the Arsenal Exchange, the Coniston Transaction and the Contingent Repurchase. MPL has all necessary corporate power and

authority to complete the Coniston Transaction. The completion of the Arsenal Exchange, the Coniston Transaction and the Contingent Repurchase have been duly authorized and all necessary corporate proceedings on the part of each of Kapiti and ACTS have been taken. The completion of the Coniston Transaction has been duly authorized and all necessary corporate proceedings on the part of MPL have been taken.

(d) At the Coniston Closing Date, Newco will be a corporation duly formed and validly existing under the Laws of the State of Delaware. At the Coniston Closing date, Newco will have full power and authority to own or lease and to operate and use its assets and properties and to conduct its business as then conducted. True and complete copies of the certificate of incorporation and all amendments thereto and of the by-laws, as amended to date, of Newco will have been delivered to Arsenal on or prior to the Coniston Closing Date.

(e) Immediately prior to the date of this Agreement, the board of directors of Manchester (or a duly constituted committee thereof), at a meeting duly called and held, duly adopted resolutions resolving to: (i) recommend that Manchester's shareholders approve the transactions contemplated by this Agreement in the manner required by LR13.3.1R(5) of the Listing Rules of the Financial Service Authority; and (ii) approve this Agreement, each Transaction Document to which Manchester is, or will be, a party and the transactions contemplated hereby and thereby, including the Coniston Transaction and the Contingent Repurchase.

4.2 No Conflicts; Consents

(a) The execution, delivery and, subject to obtaining the Manchester Shareholder Approval, performance of this Agreement by Manchester and of each of the Written Consents and each Transaction Document to which it is, or will be, a party do not, and, subject to obtaining the Manchester Shareholder Approval, the completion of the Coniston Transaction and the Contingent Repurchase will not, (i) conflict with or violate the articles of association of Manchester, (ii) conflict with or violate any applicable Law or Order applicable to Manchester or its assets or (iii) breach or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in any loss of any benefit under, or the creation or imposition of any Lien on any of Manchester's assets pursuant to, any material Contract or other instrument or obligation to which Manchester is a party or by which Manchester or its assets are otherwise bound; except, in the case of clauses (ii) and (iii), for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, materially impair the ability of Manchester to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby by Manchester.

(b) The completion of the Arsenal Exchange, the Coniston Transaction and the Contingent Repurchase will not, (i) conflict with or violate the articles of association of Kapiti or ACTS, (ii) conflict with or violate any applicable Law or Order applicable to Kapiti or ACTS or their respective assets (including the Newco Shares), or (iii) breach or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in any loss of any benefit under, or the creation or imposition of any Lien on any of the assets of Kapiti or ACTS (including the Newco Shares) pursuant to, any material Contract or other instrument or obligation to which Kapiti or ACTS is a party or by which Kapiti or ACTS or their respective assets (including the Newco Shares) are otherwise bound; except, in the case of clauses (ii) and (iii), for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, materially impair the ability of Kapiti or ACTS to

perform its respective obligations hereunder or prevent the consummation of any of the transactions contemplated hereby by Kapiti or ACTS.

(c) The completion of the Coniston Transaction will not, (i) conflict with or violate the articles of association of MPL, (ii) conflict with or violate any applicable Law or Order applicable to MPL or its assets or (iii) breach or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in any loss of any benefit under, or the creation or imposition of any Lien on any of the assets of MPL pursuant to, any material Contract or other instrument or obligation to which MPL is a party or by which MPL or its assets are otherwise bound; except, in the case of clauses (ii) and (iii), for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, materially impair the ability of MPL to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby by MPL.

(d) Other than the filing with the UK Listing Authority of the Circular, the execution, delivery and performance by Manchester of this Agreement and each Transaction Document to which it is, or will be, a party do not, and the completion of the Coniston Transaction and the Contingent Repurchase will not, require any Governmental Authorization to be obtained by Manchester, Kapiti, ACTS, MPL or Newco or any filing with any Governmental Authority to be made by Manchester, Kapiti, ACTS, MPL or Newco.

4.3 Litigation

As of the date of this Agreement, there are not any (a) Proceedings pending or, to the Knowledge of Manchester, threatened against or affecting Manchester, Kapiti, ACTS, MPL, Newco or any of their respective Affiliates or (b) investigations by any Governmental Authority that are pending or, to the Knowledge of Manchester, threatened against or affecting Manchester, Kapiti, ACTS, MPL, Newco or any of their respective Affiliates that, in either case, would, individually or in the aggregate, materially adversely affect the ability of Manchester to perform its obligations under this Agreement or any Transaction Document to which it is, or will be, a party or affect the ability of Manchester, Kapiti, ACTS, MPL, Newco or any of their respective Affiliates to complete the Arsenal Exchange, the Coniston Transaction or the Contingent Repurchase in accordance with the terms hereof.

4.4 Repurchase Shares; Contingent Repurchase Shares

(a) Assuming Arsenal complies with its obligations under this Agreement and is not in breach of its representations and warranties in Section 5.5, at the Coniston Closing Date, MPL, Kapiti and ACTS will own, in the aggregate, at least 79,811,511 Arsenal Shares free of any "adverse claim" (within the meaning of Section 8-102(1) of the UCC). Assuming Arsenal complies with its obligations under this Agreement and is not in breach of its representations and warranties in Section 5.5, at the Coniston Closing Date, the Repurchase Shares (a) will not be subject to any Liens, claims, charges, mortgages, security interests, pledges, reversions or other property interests and (b) will not be subject to, and none of MPL, Kapiti or ACTS will be party to or otherwise bound by, any options, voting proxies, other voting arrangements, arrangements to sell, assign or transfer, preemptive, subscription, call, put or other similar rights relating to the Repurchase Shares that purport to (i) prohibit MPL, Kapiti or ACTS from transferring the Repurchase Shares to Arsenal as contemplated by this Agreement or (ii) affect the Repurchase Shares or Arsenal after such transfer. Assuming Arsenal complies with its obligations under this Agreement and is not in breach of its representations and warranties in Section 5.5, upon delivery of the Repurchase Shares in exchange for the Repurchase Consideration on the Coniston Closing Date, Arsenal will acquire good, valid and marketable title to all of the Repurchase Shares free and clear of all

Liens, other than any Liens or restrictions imposed on the Repurchase Shares solely by virtue of applicable securities laws.

(b) Assuming Arsenal complies with its obligations under this Agreement and is not in breach of its representations and warranties in Section 5.5, at the Contingent Repurchase Closing Date, Kapiti and ACTS will own, in the aggregate, at least the number of Arsenal Shares set forth in the Contingent Repurchase Election Notice free of any "adverse claim" (within the meaning of Section 8-102(1) of the UCC). Assuming Arsenal complies with its obligations under this Agreement and is not in breach of its representations and warranties in Section 5.5, at the Contingent Repurchase Closing Date, the Contingent Repurchase Shares (a) will not be subject to any Liens, claims, charges, mortgages, security interests, pledges, reversions or other property interests and (b) will not be subject to, and neither Kapiti nor ACTS will be party to or otherwise bound by, any options, voting proxies, other voting arrangements, arrangements to sell, assign or transfer, preemptive, subscription, call, put or other similar rights relating to the Contingent Repurchase Shares that purport to (i) prohibit Kapiti or ACTS from transferring the Contingent Repurchase Shares to Arsenal as contemplated by this Agreement or (ii) affect the Contingent Repurchase Shares or Arsenal after such transfer. Assuming Arsenal complies with its obligations under this Agreement and is not in breach of its representations and warranties in Section 5.5, upon delivery of the Contingent Repurchase Shares in exchange for the Contingent Repurchase Consideration on the Contingent Repurchase Closing Date, Arsenal will acquire good, valid and marketable title to all of the Contingent Repurchase Shares free and clear of all Liens, other than any Liens or restrictions imposed on the Contingent Repurchase Shares solely by virtue of applicable securities laws.

4.5 Newco Capitalization; No Liabilities or Obligations

(a) At the Coniston Closing Date, the authorized capital stock of Newco will consist of one hundred thousand (100,000) common shares, par value $0.01 per share, of which sixty-one thousand three hundred eight (61,308) common shares, constituting the Newco Shares, will be issued and outstanding. At the Coniston Closing Date, except for the Newco Shares, there will be no shares of capital stock or other equity securities of Newco issued, reserved for issuance, held by Newco as treasury stock or outstanding. At the Coniston Closing Date, the Newco Shares will be duly authorized, validly issued, fully paid and nonassessable and will not be subject to or issued in violation of any purchase option, warrant, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the General Corporation Law of the State of Delaware, the certificate of incorporation or bylaws of Newco or any Contract to which Newco is a party or Newco or the Newco Shares are otherwise bound. At the Coniston Closing Date, there will not be any bonds, debentures, notes or other indebtedness of Newco having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Newco Shares may vote. At the Coniston Closing Date, there will not be any options, warrants, 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 Newco is a party or by which Newco or the Newco Shares are bound (i) obligating Newco to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, Newco, (ii) obligating Newco to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give 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 Newco Shares. At the Coniston Closing Date, there will not be any outstanding contractual obligations of Newco to repurchase, redeem or otherwise acquire any shares of capital stock of Newco.

(b) At the Coniston Closing Date, except for the Arsenal Shares owned by it, Newco will not, directly or indirectly, (i) own, of record or beneficially, any outstanding voting securities or other equity interests in any corporation, partnership, limited liability company, joint venture or other entity or (ii) Control any corporation, partnership, limited liability company, joint venture or other entity. From and after June 1, 2010, except for the Arsenal Shares owned directly or indirectly by it and the Subsidiaries listed on Schedule 4.5(b) (which have no operations), Newco will not, directly or indirectly, (i) own, of record or beneficially, any outstanding voting securities or other equity interests in any corporation, partnership, limited liability company, joint venture or other entity or (ii) Control any corporation, partnership, limited liability company, joint venture or other entity. True and correct copies of any Contracts relating to the previously completed steps contemplated by the Restructuring Slides have been provided to Arsenal.

(c) At the Coniston Closing Date, other than the ownership of capital stock of its Subsidiaries and Arsenal Shares, neither Newco nor any predecessor of Newco will have (i) conducted any business activities within the five (5) years prior to the date thereof, (ii) any liabilities (whether absolute, contingent or accrued) other than liabilities related to any Tax, (iii) any Contracts binding upon it other than those pursuant to this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, (iv) any operations of any kind whatsoever or (v) any obligations other than obligations related to any Tax, routine corporate filings in the State of Delaware or those pursuant to this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby. No other business entity has been merged into Newco or any predecessor of Newco within the past five (5) years.

4.6 The Newco Shares; Arsenal Shares Owned by Newco

(a) At the Coniston Closing Date, Kapiti and ACTS will own, in the aggregate, 100% of the Newco Shares free of any "adverse claim" (within the meaning of Section 8-102(1) of the UCC). At the Coniston Closing Date, the Newco Shares (a) will not be subject to any Liens, claims, charges, mortgages, security interests, pledges, reversions or other property interests and (b) will not be subject to, and neither Kapiti nor ACTS will be party to or otherwise bound by, any options, voting proxies, other voting arrangements, arrangements to sell, assign or transfer, preemptive, subscription, call, put or other similar rights relating to the Newco Shares that purport to (i) prohibit Kapiti or ACTS from transferring the Newco Shares to Arsenal as contemplated by this Agreement or (ii) affect the Newco Shares or Arsenal after such transfer. Upon delivery of the Newco Shares in exchange for the Exchange Shares on the Coniston Closing Date, Arsenal will acquire good, valid and marketable title to all of the Newco Shares free and clear of all Liens, other than any Liens or restrictions imposed on the Newco Shares solely by virtue of applicable securities laws.

(b) At the Coniston Closing Date, Newco will own 61,308,295 Arsenal Shares free of any "adverse claim" (within the meaning of Section 8-102(1) of the UCC). At the Coniston Closing Date, the Arsenal Shares owned by Newco (a) will not be subject to any Liens, claims, charges, mortgages, security interests, pledges, reversions or other property interests and (b) will not be subject to, and Newco will not be party to or otherwise bound by, any options, voting proxies, other voting arrangements, arrangements to sell, assign or transfer, preemptive, subscription, call, put or other similar rights relating to the Arsenal Shares owned by it that purport to affect the Arsenal Shares owned by Newco or Arsenal after the Coniston Closing Date. Upon delivery of the Newco Shares in exchange for the Exchange Shares on the Coniston Closing Date, Newco will continue to have good, valid and marketable title to all of the Arsenal Shares owned by it free and clear of all Liens, other than any Liens or restrictions imposed on the Arsenal Shares owned by Newco solely by virtue of applicable securities laws.

4.7 Brokers

Other than as set forth on Schedule 4.7, the fees and expenses of which shall be paid by Manchester, no Person has or will have, as a result of the Coniston Transaction or the Contingent Repurchase, any right, interest or valid claim against or upon any Party for any commission, fee or other compensation as a finder or broker because of any act or omission by Manchester, Kapiti, ACTS, MPL, Newco, their respective Affiliates or any of their respective representatives.

4.8 Taxes

Except as set forth on Schedule 4.8, to the Knowledge of Manchester:

(a) all material Taxes (whether or not shown on any Tax Return) owed by Newco or any Company Group, or for which Newco or any Company Group may otherwise be liable, have been timely paid;

(b) each of Newco and each Company Group has filed all material Tax Returns required to be filed by it and has paid all Taxes shown thereon to be payable;

(c) all such Tax Returns are complete and accurate in all material respects and disclose all material Taxes required to be paid by Newco and each Company Group for the periods covered thereby;

(d) Newco has not been a member of any Company Group other than the one of which it is presently the common parent, and Newco does not have any liability for Taxes of another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign law) under any tax indemnification arrangement, as transferee or successor; and

(e) during the last five (5) years, neither Newco nor any current or former Subsidiary of Newco nor any member of any Company Group has been a party to any transaction treated by the parties thereto as one to which Section 355 of the Code (or any similar provision of state, local or foreign law) applied.

For purposes of this Section 4.8, all references to Newco shall include any predecessor of Newco.

5. REPRESENTATIONS AND WARRANTIES OF ARSENAL

Arsenal represents and warrants to Manchester that:

5.1 Organization; Authority; Execution and Delivery; Enforceability

(a) Arsenal is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware.

(b) Arsenal has all necessary corporate power and authority to (i) enter into this Agreement and each Transaction Document to which it is, or will be, a party, (ii) subject to obtaining and the effectiveness of the Arsenal Written Consent, perform its obligations under this Agreement and each such Transaction Document and to complete the Arsenal Exchange, the Coniston Transaction and the Contingent Repurchase and (iii) subject to obtaining and the effectiveness of the Written Consents and obtaining the Arsenal Stockholder Approval, complete the Emerald Transaction. The execution, delivery and performance by Arsenal of this Agreement and each Transaction Document to which it is, or will be a party, and, subject to obtaining the Arsenal Written Consent, the completion of the Arsenal Exchange, the Coniston Transaction and the Contingent Repurchase and, subject to obtaining and the effectiveness

of the Written Consents and obtaining the Arsenal Stockholder Approval, the Emerald Transaction, have been duly authorized and all necessary corporate proceedings on the part of Arsenal have been taken. This Agreement has been, and each Transaction Document to which Arsenal is, or will be, a party has been or will be, duly executed and delivered by Arsenal, and assuming the due authorization, execution and delivery by each other party, constitutes a legal, valid and binding obligation of Arsenal, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws of general application relating to or affecting creditors' rights generally and except for the limitations imposed by general principles of equity.

(c) The board of directors and the Audit Committee of Arsenal, at a meeting duly called and held, duly adopted resolutions resolving to: (i) recommend that Arsenal's stockholders approve the transactions contemplated by this Agreement and the Emerald Definitive Agreement; and (ii) approve this Agreement, the Emerald Definitive Agreement, each Transaction Document to which Arsenal is, or will be, a party and the transactions contemplated hereby and thereby, including the Coniston Transaction, the Emerald Transaction and the Contingent Repurchase, in the manner required by the General Corporation Law of the State of Delaware and Arsenal's Second Amended and Restated Certificate of Incorporation and Bylaws.

5.2 No Conflicts; Consents

(a) Other than as set forth on Schedule 5.2(a), the execution, delivery and performance of this Agreement by Arsenal and of each Transaction Document to which it is, or will be, a party do not, and the completion of the Arsenal Exchange and the Coniston Transaction will not, (i) assuming Manchester complies with its obligations under this Agreement, conflict with or violate the certificate of incorporation, bylaws or other organizational documents of Arsenal, (ii) conflict with or violate any applicable Law or Order applicable to Arsenal or its assets or (iii) breach or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in any loss of any benefit under, or the creation or imposition of any Lien on any of Arsenal's assets pursuant to, any material Contract or other instrument or obligation to which Arsenal is a party or by which Arsenal or its assets are otherwise bound; except, in the case of clauses (ii) and (iii), for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, materially impair the ability of Arsenal to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby by Arsenal.

(b) Assuming that all consents, approvals, authorizations and other actions described in Section 5.2(e) have been obtained and all filings and obligations described in Section 5.2(e) have been made, the completion of the Emerald Transaction and the Contingent Repurchase will not, other than as set forth on Schedule 5.2(a), (i) assuming Manchester complies with its obligations under this Agreement, conflict with or violate the certificate of incorporation, bylaws or other organizational documents of Arsenal, (ii) conflict with or violate any applicable Law or Order applicable to Arsenal or its assets or (iii) breach or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in any loss of any benefit under, or the creation or imposition of any Lien on any of Arsenal's assets pursuant to, any material Contract or other instrument or obligation to which Arsenal is a party or by which Arsenal or its assets are otherwise bound; except, in the case of clauses (ii) and (iii) as they relate to the Emerald Transaction, for any breach, violation, termination, default, acceleration, creation or change that would not, individually or in the aggregate, have an Arsenal Material Adverse Effect or materially impair the ability of Arsenal to perform its obligations hereunder or under the Emerald Definitive

Agreement or prevent the consummation of any of the transactions contemplated hereby or thereby by Arsenal.

(c) The completion of the merger with Newco will not, (i) conflict with or violate the certificate of incorporation or bylaws of Exchange Sub, (ii) conflict with or violate any applicable Law or Order applicable to Exchange Sub or its assets or (iii) breach or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in any loss of any benefit under, or the creation or imposition of any Lien on any of the assets of Exchange Sub pursuant to, any material Contract or other instrument or obligation to which Exchange Sub is a party or by which Exchange Sub or its assets are otherwise bound.

(d) Other than filings with the SEC and the filing of the amendments to Arsenal's certificate of incorporation with the Secretary of State of the State of Delaware, the execution, delivery and performance by Arsenal of this Agreement and each Transaction Document to which it is, or will be, a party do not, and the completion of the Arsenal Exchange and the Coniston Transaction will not, require any Governmental Authorization to be obtained by Arsenal or Exchange Sub or any filing with any Governmental Authority to be made by Arsenal or Exchange Sub.

(e) No filing or registration with, or authorization, consent or approval of, any Governmental Authority is required by or with respect to the completion by Arsenal of the Emerald Transaction and the Contingent Repurchase, except (i) in connection, or in compliance, with the provisions of the HSR Act, the Securities Act and the Exchange Act, (ii) for the filing of the amendments to Arsenal's certificate of incorporation and the certificate of merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which Arsenal or any of its Subsidiaries is qualified to do business, (iii) such filings, authorizations, orders and approvals as may be required by applicable Takeover Laws, (iv) applicable requirements, if any, of state securities or "blue sky" laws and Nasdaq, (v) applicable requirements, if any, under foreign or supranational laws relating to antitrust and to competition clearances and (vi) such other consents, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made would not, individually or in the aggregate, have an Arsenal Material Adverse Effect or materially impair the ability of Arsenal to perform its obligations under the Emerald Definitive Agreement or prevent the consummation of any of the transactions contemplated thereby by Arsenal.

5.3 Litigation

As of the date of this Agreement, there are not any (a) Proceedings pending or, to the Knowledge of Arsenal, threatened against or affecting Arsenal, Exchange Sub or any of their respective Affiliates or (b) investigations by any Governmental Authority that are pending or, to the Knowledge of Arsenal, threatened against or affecting Arsenal, Exchange Sub or any of their respective Affiliates that, in either case, would, individually or in the aggregate, materially adversely affect the ability of Arsenal to perform its obligations under this Agreement or any Transaction Document to which it is, or will be, a party or affect the ability of Arsenal, Exchange Sub or any of their respective Affiliates to complete the Arsenal Exchange, the Coniston Transaction or the Contingent Repurchase in accordance with the terms hereof or the Emerald Transaction in accordance with the terms of the Emerald Definitive Agreement.

5.4 Change of Control

No Contract with any employee, officer or director of Arsenal or its Subsidiaries to which Arsenal or any of its Subsidiaries is a party or is otherwise bound contains any "change of control" or similar

provision that would be triggered, in whole or in part, or that would otherwise give rise to any payment or acceleration of any benefit to such employee, officer or director, or loss of any benefit to Arsenal or its Subsidiaries, as a result of the completion of the Coniston Transaction, the Emerald Transaction or the Contingent Repurchase.

5.5 The Exchange Shares

At the Coniston Closing Date, the Exchange Shares will have been duly authorized, validly issued and be fully paid and non-assessable. At the Coniston Closing Date, the Exchange Shares (a) will not be subject to any Liens, claims, charges, mortgages, security interests, pledges, reversions or other property interests and (b) will not be subject to, and Arsenal will not be party to or otherwise bound by, any options, voting proxies, other voting arrangements, arrangements to sell, assign or transfer, preemptive, subscription, call, put or other similar rights relating to the Exchange Shares that purport to (i) prohibit Arsenal from transferring the Exchange Shares to Kapiti and ACTS as contemplated by this Agreement or (ii) affect the Exchange Shares or Kapiti or ACTS after such transfer. Upon delivery of the Exchange Shares in exchange for the Newco Shares on the Coniston Closing Date, Kapiti and ACTS will acquire good, valid and marketable title to all of the Exchange Shares, which will be fully paid, nonassessable and free and clear of all Liens, other than any Liens or restrictions imposed on the Exchange Shares solely by virtue of applicable securities laws.

5.6 Financial Capability

(a) Attached as Exhibit 3 hereto is a true and complete copy of a commitment letter (the **Commitment Letter**), pursuant to which J.P. Morgan Securities Inc., JPMorgan Chase Bank, N.A., Barclays Bank PLC, Barclays Capital, UBS Securities LLC and UBS Loan Finance LLC (the **Financing Source**) have agreed, subject to the terms and conditions set forth therein, to provide financing in the aggregate amount set forth therein (the **Financing**).

(b) As of the date hereof, except as set forth in the Commitment Letter, there are no conditions precedent to the obligations of the Financing Source to provide the Financing or that would permit the Financing Source to cancel or reduce the total amount of the Financing.

(c) As of the date hereof, subject to its terms and conditions, the Financing, if funded in accordance with the Commitment Letter, together with available cash, would provide Arsenal with acquisition financing (i) on the Coniston Closing Date sufficient for Arsenal to complete the purchase of the Repurchase Shares at the Coniston Closing and to pay related fees and expenses incurred by Arsenal or for which Arsenal is responsible and (ii) on the Contingent Repurchase Closing Date sufficient for Arsenal to complete the purchase of the Contingent Repurchase Shares at the Contingent Repurchase Closing and to pay related fees and expenses incurred by Arsenal or for which Arsenal is responsible, in each case on the terms and subject to the conditions contemplated hereby and thereby.

(d) As of the date hereof, the Commitment Letter, in the form so delivered, is a legal, valid and binding obligation of Arsenal and, to the Knowledge of Arsenal, the Financing Source, and (assuming that the Commitment Letter constitutes such obligation of the Financing Source) is in full force and effect and enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws of general application relating to or affecting creditors' rights generally and except for the limitations imposed by general principles of equity.

5.7 Brokers

Other than as set forth on Schedule 5.7, the fees and expenses of which shall be paid by Arsenal, no Person has or will have, as a result of the Coniston Transaction, the Emerald Transaction or the Contingent Repurchase, any right, interest or valid claim against or upon any Party for any commission, fee or other compensation as a finder or broker because of any act or omission by Arsenal, any of its Affiliates or any of its or their respective representatives.

5.8 Emerald Definitive Agreement

Attached as Exhibit 4 is a true, complete and correct copy of the Emerald Definitive Agreement. As of the date of this Agreement, (i) the Emerald Definitive Agreement has not been amended, supplemented or modified in any respect and (ii) except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at Law), the Emerald Definitive Agreement, upon execution by the parties thereto, will be in full force and effect, and will be a valid and binding obligation of Arsenal and Merger Sub (assuming the valid authorization, execution and delivery of the Emerald Definitive Agreement by Emerald and the validity and binding effect of the Emerald Definitive Agreement on Emerald, which to the Knowledge of Arsenal is the case) and, to the Knowledge of Arsenal, Emerald and the other parties thereto. There are no conditions precedent related to the Emerald Transaction, other than as set forth in the Emerald Definitive Agreement. No state of facts exists or event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Arsenal or Merger Sub under any term or condition of the Emerald Definitive Agreement that would, with or without notice, lapse of time or both, result in the failure to satisfy the condition set forth in Section 6.2(a) of the Emerald Definitive Agreement.

6. ADDITIONAL AGREEMENTS

6.1 Arsenal Financing

Without limiting any of its obligations under this Agreement and/or the Commitment Letter, during the period from the date hereof to the earlier of (i) the Contingent Repurchase Closing Date or, if Manchester elects not to require Arsenal to complete the Contingent Repurchase, the Coniston Closing Date and (ii) that date on which this Agreement is terminated, (a) Arsenal shall pay, or cause to be paid, the commitment fees specified in the Commitment Letter as and when due and shall use commercially reasonable efforts to comply with its obligations and enforce its rights under the Commitment Letter in a timely manner, including, if necessary, taking legal action in connection therewith, (b) without the consent of Manchester (which consent shall not be unreasonably withheld), Arsenal shall not agree to any material amendment or modification to the Commitment Letter, or any waiver of any provision or remedy thereunder, if such amendment, modification, waiver or remedy adds new (or adversely modifies existing) conditions to the consummation of the financings contemplated by the Commitment Letter or reduces the aggregate amount of the Financing in any material respect (without a corresponding increase in another portion of the Financing); provided that Arsenal may amend or modify the Commitment Letter (i) to add lenders, lead arrangers, book runners, syndication agents or similar entities that had not executed the Commitment Letter as of the date hereof or (ii) otherwise so long as the terms would not, taken as a whole, adversely impact the ability of Arsenal to consummate the transactions contemplated by this Agreement or the other Transaction Documents, (c) if any portion of the Financing becomes unavailable on the terms and conditions contemplated in the Commitment Letter, Arsenal shall use its commercially reasonable efforts to arrange for the unavailable portion of the

Financing to be provided from alternative sources as promptly as practicable in an amount sufficient to consummate the purchase of the Repurchase Shares and the Contingent Repurchase; provided that Arsenal shall not be required to enter into any financing arrangements on terms that, taken as a whole, are less favorable to Arsenal in any material respect than those contemplated by the Commitment Letter and (d) Arsenal shall keep Manchester reasonably and promptly informed with respect to all material activity concerning the status of the Financing contemplated by the Commitment Letter and shall give prompt notice to Manchester of any material adverse change with respect to such Financing of which Arsenal becomes aware. Without limiting the foregoing, Arsenal shall notify Manchester promptly, and in any event within two (2) business days, if at any time (i) the Commitment Letter shall expire or be terminated for any reason, (ii) the Financing Source notifies Arsenal that it no longer intends to provide part or all of the Financing to Arsenal on the terms set forth therein or (iii) for any reason Arsenal no longer believes in good faith that it will be able to obtain all or any portion of the Financing contemplated by the Commitment Letter on the terms described therein. Manchester shall, and shall cause its Affiliates and each of its and their respective representatives to, provide all cooperation reasonably requested by Arsenal, the Financing Source or their respective representatives in connection with the Financing. Except for the transactions contemplated by this Agreement and the Transaction Documents, Arsenal shall not, and shall not permit any of its Affiliates to, without the prior written consent of Manchester (which consent shall not be unreasonably withheld), enter into any transaction, including any merger, acquisition, joint venture, disposition, lease, contract or debt or equity financing, which transaction at the time of such transaction is reasonably expected to materially impair, delay or prevent consummation of the Financing contemplated by the Commitment Letter.

6.2 Emerald Merger

Notwithstanding anything contained herein or in the Registration Rights Agreement to the contrary, until the Coniston Closing, Arsenal shall under no circumstances (a) waive the Coniston Condition or (b) agree to any other material amendment to the Emerald Definitive Agreement.

6.3 Manchester Shareholder Circular

To the extent Manchester has not already done so, by a date as soon after the execution of this Agreement as is reasonably practicable, but in any event no later than five (5) business days after the date hereof, Manchester shall file with the UK Listing Authority a draft of the form of circular to be posted to the shareholders of Manchester in connection with the Manchester Shareholders Meeting (as defined below) (the **Circular**). Not more than two (2) business days after the SEC has cleared the Form S-4 Registration Statement relating to the Emerald Transaction, Manchester shall file with the UK Listing Authority an updated draft of the Circular and request the document be approved for mailing and thereafter Manchester shall use commercially reasonable efforts to procure that as promptly as reasonably practicable, the approval of the UK Listing Authority for the Circular is obtained, and, subject to their fiduciary duties arising under the UK Companies Act 2006 and under English Law and their obligations under the Listing Rules issued by the UK Listing Authority, the board of directors of Manchester (or a duly appointed committee thereof) shall recommend that Manchester's shareholders approve the Coniston Transaction and the Contingent Repurchase and that statements of such recommendation are included in the Circular. As soon as reasonably practicable (and in any event within one (1) business day) after the approval by the UK Listing Authority of the form of the Circular, Manchester shall mail the Circular to the shareholders of Manchester in order to call, give notice of, convene and hold a meeting of its shareholders or any adjournment or postponement thereof (the **Manchester Shareholders Meeting**) for the purpose of obtaining a resolution that is passed by a simple majority of those present in person or by proxy and entitled to vote on approving the Coniston Transaction and the Contingent Repurchase (the **Manchester Shareholder Approval**). The Circular

shall to the extent reasonably practicable be mailed to the shareholders of Manchester concurrently with the mailing of the information statement to Arsenal stockholders in accordance with Section 1.2(b). The Manchester Shareholders Meeting shall be conducted within fifteen (15) days following the mailing of the Circular to the shareholders of Manchester. Manchester shall respond to any comments or requests for additional information from the UK Listing Authority as soon as reasonably practicable after receipt of any such comments or requests. Manchester shall notify Arsenal and Emerald as soon as reasonably practicable (and in any event within one (1) business day) upon the receipt of any comments from the UK Listing Authority or any other government officials and of any request by the UK Listing Authority or any other government officials for amendments or supplements to the form of Circular. Prior to responding to any such comments or requests or the filing or mailing of the form of Circular or the Circular, Manchester shall provide Arsenal and Emerald with a reasonable opportunity to review and comment on any drafts of the Circular and all related correspondence between Manchester or any of its representatives, on the one hand, and the UK Listing Authority or any other government officials, on the other hand, and shall give reasonable consideration to all comments proposed by Arsenal or Emerald with respect to such drafts or correspondence. Manchester shall supply Arsenal and Emerald with copies of all correspondence between Manchester or any of its representatives, on the one hand, and the UK Listing Authority or any other government officials, on the other hand, to the extent such correspondence relates to Arsenal, Emerald, any of the Transaction Documents or the transactions contemplated thereby or discloses information that is reasonably expected to materially affect the timing or the ability to consummate such transactions. Arsenal shall use all its reasonable efforts to cooperate with Manchester and its advisers to promptly provide any information or responses to comments or other assistance reasonably requested by Manchester in connection with the foregoing.

6.4 Amendment to Arsenal By-laws

As promptly as reasonably practicable after the Coniston Closing, each of Manchester and Arsenal shall use its respective commercially reasonable efforts to facilitate amendments to Arsenal's By-laws in the form attached as Exhibit 5.

6.5 Appointment of Arsenal Directors and Arsenal Chairman

The initial nominees for election to the Arsenal Board of Directors, including Manchester's initial nominees pursuant to Section 3.1 of the Amended and Restated Relationship Agreement, and the nominee for election as the first non-executive Chairman of Arsenal pursuant to Section 4 of the Amended and Restated Relationship Agreement, in each case who will serve immediately following the Coniston Closing, are forth on Schedule 6.5. Prior to the Coniston Closing, if any individual set forth on Schedule 6.5 shall not be eligible to serve in such capacity as a result of death, resignation, disqualification or any other cause, then a replacement for such individual shall be filled in accordance with Schedule 6.5.

6.6 Voting Agreement

Manchester, Arsenal, Emerald, MPUSH and MPL are concurrently entering into the Voting Agreement (substantially in the form attached as Exhibit 6), pursuant to which Manchester has agreed to cause its direct and indirect Subsidiaries to vote certain of their Arsenal Shares in accordance with the terms and subject to the conditions set forth in the Voting Agreement.

6.7 Public Announcements

Manchester shall issue a public announcement (substantially in the form attached as Exhibit 7) regarding this Agreement and the transactions contemplated hereby. Concurrently Arsenal and Emerald shall issue a joint public announcement regarding the this Agreement, the Emerald Definitive Agreement and the transactions contemplated hereby and thereby (substantially in the form attached as Exhibit 8). Except as required by Law or by the requirements of any securities exchange on which the securities of a Party are listed, the Parties shall cooperate as to the timing and contents of any other press release or other public announcement in respect of this Agreement or the transactions contemplated hereby or any communication with any news media with respect thereto.

6.8 Further Assurances

(a) Arsenal and Manchester shall each use their commercially reasonable efforts to (i) obtain as promptly as practicable all Governmental Authorizations set forth on Schedule 6.8(a) and (ii) make, as promptly as practicable, all filings and other submissions to Governmental Authorities in connection with this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, in each case, as may be required under applicable Law; provided that each of Arsenal and Manchester shall consult and cooperate with each other in connection with the making of all such filings, including subject to any restrictions imposed by applicable Law, providing copies of all such documents to the non-filing party and its respective advisors prior to filing.

(b) To the extent permitted by applicable Law, each Party shall promptly notify the other Party and Emerald of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement or any Transaction Document, and permit the other Party to review in advance any proposed communication by such Party to any such Governmental Authority. No Party shall agree to participate in any meeting with any Governmental Authority in respect of any filing, investigation or other inquiry related to the transactions contemplated by this Agreement or any Transaction Document unless it consults with the other Party in advance and, to the extent permitted by such Governmental Authority, gives the other Party the opportunity to attend and participate at such meeting. Subject to any applicable confidentiality agreements, to the extent permitted by applicable Law, the Parties shall coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Party may reasonably request in connection with the foregoing. Subject to any applicable confidentiality agreements, to the extent permitted by applicable Law, the Parties will provide each other with copies of all correspondence, filings or communications between them or any of their representatives, on the one hand, and any Governmental Authority or member of the staff of any Governmental Authority, on the other hand, with respect to this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby. Notwithstanding the foregoing, other than as set forth in Section 6.3, Manchester shall not be required to involve Arsenal or Emerald in the process of obtaining the approval of the UK Listing Authority for the Circular or any clearance, notification or filing that Manchester may be required or may elect to make with HM Revenue & Customs in the UK, other than keeping Arsenal and Emerald reasonably informed with respect to the foregoing.

(c) Arsenal and Manchester shall cooperate, and use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and the Transaction Documents as promptly as reasonably practicable. Arsenal shall use its commercially reasonable efforts to ensure that the conditions set forth in Sections 7.1(a), 7.1(b) and 7.2 are satisfied, insofar as such matters are within the control of Arsenal, including by executing a customary underwriting agreement containing terms

consistent with the Registration Rights Agreement, and Manchester shall use its commercially reasonable efforts to ensure that the conditions set forth in Sections 7.1(a), 7.1(c) and 7.2 are satisfied, insofar as such matters are within the control of Manchester, including by causing Kapiti and ACTS to execute an Acceptable Underwriting Agreement containing terms consistent with the Registration Rights Agreement. The Parties further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other legal prohibition that would prevent the Parties from consummating the transactions contemplated hereby or by the Transaction Documents, to use their commercially reasonable efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be. If so requested by either Party, Manchester and Arsenal shall enter into a customary joint defense agreement to cooperate in mutual litigation seeking to prevent or lift any such injunction or other legal prohibition.

6.9 Use of Names

Following the Coniston Closing, Arsenal shall not represent that Arsenal or any of its Affiliates retains any connection with Manchester other than as set forth in this Agreement and the other Transaction Documents, and shall as soon as reasonably practicable make all filings with any office, agency or body and take all other actions necessary to effect the elimination of any reference to the name 'Manchester' in the corporate names, registered names or registered fictitious names of Arsenal and its Affiliates.

6.10 Section 16 Matters

The Board of Directors of Arsenal has approved the resolutions attached as Exhibit 9 hereto and shall, prior to the Coniston Closing, if requested to do so by Manchester, take all such further actions consistent with such resolutions as may be reasonably necessary or appropriate pursuant to Rule 16b-3(d) and Rule 16b-3(e) under the Exchange Act to exempt the acquisition and disposition of Arsenal Shares pursuant to the terms of this Agreement by Manchester and its Affiliates (including Kapiti, ACTS and MPL) from the application of Section 16 of the Exchange Act.

6.11 Termination of Stock Repurchase Agreement

The Parties hereby agree and acknowledge that the Stock Repurchase Agreement dated as of February 10, 2009 by and among Manchester, MPL, MPUSH and Arsenal shall, upon the completion of the Coniston Closing, be terminated and of no further force and effect without any notice or other action by any Person.

6.12 Patriot Merger Agreement

The Parties hereby agree and acknowledge that, notwithstanding anything herein to the contrary, no claim or request for indemnification shall be brought under or pursuant to this Agreement if and to the extent such claim or request is a Tax actually imposed on Manchester Health Care Systems, LLC with respect to its own activities (and, without limitation, not by reason of Treas. Reg. 1.1502-6 or any similar provision of state, local or foreign Law) that was, could have been or is capable of being brought under the Agreement and Plan of Merger, dated as of March 17, 2008, by and among Manchester, Manchester Healthcare Systems, LLC, Arsenal Healthcare Solutions Inc. and Patriot Merger Company, LLC.

6.13 India Migration

(a) As soon as reasonably practicable after the date of this Agreement, the Parties shall negotiate in good faith a definitive agreement (the **India Migration Plan**) to implement: (i) the transfer of employment of Manchester India Employees from the relevant Manchester Group Member to Arsenal (or any of its Affiliates); (ii) the novation and assignment of the India Lease from the relevant Manchester Group Member to Arsenal (or any of its Affiliates); and (iii) the transfer (in a manner to be determined between the Parties in the India Migration Plan) of the benefits and obligations of the relevant Manchester Group Member under the HP Mercury Licence as they relate to the software development activities of Arsenal (and its Affiliates) undertaken in India as at the date of this Agreement. Each Party shall use its respective commercially reasonable efforts to obtain any necessary third Person consents or approvals in connection with the India Migration Plan.

(b) If the Parties enter into the India Migration Plan, Schedule B to the Transitional Services Agreement shall cease (in accordance with the terms of the Transitional Services Agreement), and the relevant provisions of paragraphs (c) and (d) of this Section 6.13 shall apply, with respect to each transfer contemplated in Section 6.13(a) from the date such transfer is completed in accordance with the India Migration Plan.

(c) If the Parties enter into the India Migration Plan, from and after the date on which the relevant transfer is completed, Arsenal shall indemnify and hold harmless Manchester (or the relevant Manchester Group Member) against all Losses relating to or arising from: (i) Manchester India Employees, with respect to the transfer of their employment to Arsenal (or any of its Affiliates) or to their subsequent employment (or any termination thereof) by Arsenal (or any of its Affiliates); (ii) the India Lease, with respect to any act or omission of Arsenal (or its Affiliates) thereunder that occurs after the novation and assignment of the India Lease in accordance with the India Migration Plan; and (iii) the assumption by Arsenal (or its Affiliates) of the benefits and obligations under the HP Mercury Licence or any act or omission of Arsenal (or its Affiliates) with respect thereto that occurs after the date of such assumption.

(d) If the Parties enter into the India Migration Plan, from and after the date on which the relevant transfer is completed, Manchester shall indemnify and hold harmless Arsenal (or the relevant Arsenal Group Member) against all Losses relating to or arising from: (i) Manchester India Employees, with respect to the period prior to the transfer of their employment to Arsenal (or any of its Affiliates); (ii) the India Lease, with respect to any act or omission of Manchester (or its Affiliates) thereunder that occurs prior to the novation and assignment of the India Lease in accordance with the India Migration Plan; and (iii) the HP Mercury Licence, with respect to any act or omission of Manchester (or its Affiliates) with respect thereto that occurs prior to the date of assumption by Arsenal (or its Affiliates) of the benefits and obligations under such license.

(e) Under the India Migration Plan: (i) as part of the novation and assignment of the India Lease, Arsenal shall assume the obligation to pay the lease deposit to the landlord in respect of the India Lease if the landlord gives written consent therefor; provided, that if the consent of the landlord is not obtained, Arsenal shall pay Manchester (or its relevant Affiliates) the amount of such deposit so long as the landlord has given written consent or acknowledgement to Arsenal and Manchester that the lease deposit held by the landlord belongs to Arsenal and not to Manchester; (ii) Arsenal shall have the right, but not the obligation, to notify Manchester that it wishes to purchase, at net book value as at the date of such notice, all PCs, telephones and other equipment owned by Manchester (or its relevant Affiliates) and used by Manchester India Employees as at the date of such notice; (iii) Manchester shall provide (and shall procure that its relevant Affiliates provide) reasonable IT resources and project management capabilities to enable Arsenal to execute and complete the India Migration Plan; provided, that

Manchester shall not be required to pay or provide services which would result in any "out of pocket" IT expenses (including costs such as cabling costs, new equipment, third party costs and fees and internet service provider costs and fees) to assist Arsenal in the execution and completion of the India Migration Plan; and (iv) Arsenal shall bear the cost for (and shall be responsible for obtaining landlord consent to) any modifications it wishes to make to the property which is the subject of the India Lease.

6.14 Arsenal Exchange Sub

At such time as Arsenal shall cause Newco to merge with and into Exchange Sub in accordance with Section 1.1(c), Exchange Sub shall: (i) be a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware; (ii) be a wholly owned Subsidiary of Arsenal, disregarded as an entity separate from its owner for US federal tax purposes; and (iii) have all necessary power and authority to complete the merger with Newco as contemplated by this Agreement. At such time as Arsenal shall cause Newco to merge with and into Exchange Sub in accordance with Section 1.1(c), the completion of the merger with Newco shall be duly authorized and all necessary proceedings on the part of Exchange Sub will have been taken.

7. CONDITIONS PRECEDENT

7.1 Conditions Precedent to the Coniston Closing

(a) Neither Party shall be obligated to complete the Coniston Closing if, on the Coniston Closing Date, any Law, injunction or other legal prohibition preventing the closing of the Coniston Transaction shall be in effect; provided, that if any such Law, injunction or other legal prohibition preventing the Coniston Transaction is in effect, then the Parties shall use their respective commercially reasonable efforts to remove such injunction or other legal prohibition and proceed with the Coniston Closing.

(b) The obligation of Manchester to complete the Coniston Closing is subject to the satisfaction on or prior to the Coniston Closing Date of the following conditions:

(i) Manchester shall have, concurrently with and as part of the Coniston Closing, completed the Secondary Offering (A) of no fewer than the Minimum Secondary Offering Shares and (B) at a price to the public per Secondary Offering Share of not less than the Floor Price;

(ii) the Manchester Shareholder Approval shall have been obtained;

(iii) each of the Transaction Documents required to be delivered by Arsenal at the Coniston Closing shall have been duly executed and delivered by Arsenal;

(iv) the Financing contemplated by the Commitment Letter shall have been consummated in all material respects in accordance with the terms of the Commitment Letter;

(v) there shall have been no material changes to the Emerald Definitive Agreement that were not approved by Manchester;

(vi) the representations and warranties of Arsenal made in this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case as of the date of this Agreement and the Coniston Closing Date as though made as of such time, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to

materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Manchester shall have received a certificate signed by an authorized officer of Arsenal to such effect; and

(vii) Arsenal shall have performed or complied in all material respects with all obligations and covenants (other than Section 6.2, which Arsenal shall have performed or complied with in all respects) required by this Agreement and the Relevant Provisions of the Registration Rights Agreement to be performed or complied with by Arsenal by the Coniston Closing Date, and Manchester shall have received a certificate signed by an authorized officer of Arsenal to such effect.

(c) The obligation of Arsenal to complete the Coniston Closing is subject to the satisfaction on or prior to the Coniston Closing Date of the following conditions:

(i) each of the Transaction Documents required to be delivered by Manchester at the Coniston Closing shall have been duly executed and delivered by Manchester;

(ii) the Financing contemplated by the Commitment Letter shall have been consummated in all material respects in accordance with the terms of the Commitment Letter;

(iii) Manchester shall have, concurrently with and as part of the Coniston Closing, completed the Secondary Offering of no fewer than the Minimum Secondary Offering Shares;

(iv) Arsenal shall have received the Solvency Letter and such letter shall not have been withdrawn or modified in any material respect;

(v) the representations and warranties of Manchester made in this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case (other than Section 4.4(b)) as of the date of this Agreement and the Coniston Closing Date (and, in the case of Section 4.4(b), as of the date of this Agreement and the Contingent Repurchase Closing Date) as though made as of such time, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Arsenal shall have received a certificate signed by an authorized officer of Manchester to such effect; and

(vi) Manchester shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Manchester by the Coniston Closing Date, and Arsenal shall have received a certificate signed by an authorized officer of Manchester to such effect.

7.2 Conditions Precedent to the Contingent Repurchase Closing

The obligation of each of Manchester and Arsenal to complete the Contingent Repurchase Closing is subject to the satisfaction on or prior to the Contingent Repurchase Closing Date of the following conditions:

(a) Manchester shall have elected to require Arsenal to complete the Contingent Repurchase in accordance with Section 3.1;

(b) the Emerald Transaction shall have been completed; and

(c) no Law, injunction or other legal prohibition preventing the Contingent Repurchase Closing shall be in effect;

provided, that if any Law, injunction or other legal prohibition preventing the Contingent Repurchase Closing is in effect, the Parties shall use their respective commercially reasonable efforts to remove such injunction or other legal prohibition and proceed with the Contingent Repurchase Closing.

8. TERMINATION

8.1 Termination Prior to Coniston Closing

(a) This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Coniston Closing:

(i) by Manchester or Arsenal, if the Coniston Closing has not been completed on or prior to December 9, 2010 (the **Outside Date**);

(ii) by Manchester or Arsenal, if the Manchester Shareholder Approval shall not have been obtained at the Manchester Shareholders Meeting, or at any adjournment or postponement thereof, at which the final vote thereon was taken;

(iii) by Manchester, if any of the conditions set forth in Sections 7.1(b)(vi) or 7.1(b)(vii) shall have become incapable of fulfilment; provided, that Manchester shall provide Arsenal and Emerald ten (10) business days' prior written notice stating its intention to terminate pursuant to this Section 8.1(a)(iii) and the basis for such termination (it being understood that Manchester shall be obligated to provide such written notice as soon as reasonably practicable after Manchester becomes aware of such breach);

(iv) by Arsenal, if any of the conditions set forth in Sections 7.1(c)(v) or 7.1(c)(vi) shall have become incapable of fulfilment; provided, that Arsenal shall provide Manchester ten (10) business days' prior written notice stating its intention to terminate pursuant to this Section 8.1(a)(iv) and the basis for such termination (it being understood that Arsenal shall be obligated to provide such written notice as soon as reasonably practicable after Arsenal becomes aware of such breach);

(v) by either Manchester or Arsenal in the event that any Governmental Authority shall have issued an Order or taken any other action permanently enjoining or otherwise permanently prohibiting the Coniston Transaction and such Order or other action shall have become final and nonappealable; or

(vi) by the mutual written consent of Arsenal and Manchester (and with the written consent of Emerald), which consent, in the case of Arsenal prior to the Coniston Closing, shall be approved by the Audit Committee of the Arsenal Board of Directors;

provided, however, that the right to terminate this Agreement under this Section 8.1(a) shall not be available to any Party whose breach or failure to fulfil any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Coniston Closing to be completed before the Outside Date.

(b) In the event of termination by Manchester or Arsenal pursuant to this Section 8.1, written notice thereof shall forthwith be given to the other Party and this Agreement and the Coniston Transaction shall be terminated, without further action by either Party.

8.2 Effect of Termination

If this Agreement is terminated as provided in Section 8.1, this Agreement shall become null and void and of no further force and effect, except for the provisions of Sections 11.3, 11.5, 11.6 and 11.7 and there shall be no liability to any Person hereunder on the part of Arsenal or Manchester; provided, however, that nothing in this Section 8.2 shall be deemed to release any Party from any liability for any willful and material breach by such Party of any provisions of this Agreement prior to such termination or to impair the right of any Party to seek specific performance or injunctive or similar relief for a breach by any other Party of its obligations under this Agreement.

9. SURVIVAL; INDEMNIFICATION

9.1 Survival

(a) The representations and warranties of the Parties contained in this Agreement or in any certificate or other writing delivered pursuant to this Agreement or in connection with this Agreement shall not survive the Coniston Closing; provided that, in the event the Coniston Closing occurs, the representations and warranties contained in Sections 4.1, 4.4, 4.5, 4.6, 4.7, 5.1, 5.5, and 5.7 (and the certificates delivered in accordance with Sections 7.1(b)(vi) and 7.1(c)(v) related thereto) and the representation delivered pursuant to Section 10.10(a)(i) shall survive indefinitely.

(b) The obligations of the Parties under this Agreement that by their terms contemplate performance after the Coniston Closing (including those set forth in this Section 9) shall survive the Coniston Closing Date until the performance thereof in accordance therewith.

(c) Except with respect to any claims that cannot be waived as a matter of law, after the Coniston Closing, the indemnification expressly provided for herein (including Section 10) shall be the sole and exclusive remedy for monetary damages for any breach of warranties, covenants or agreements herein by either Party or otherwise arising out of the transactions contemplated hereby, and no Party shall have any right of rescission; provided, however, that the foregoing shall not limit the right of either Party to seek specific performance or injunctive or similar relief for a breach by any other Party of its obligations under this Agreement. No Person shall be entitled to indemnification for a breach of representation or warranty hereunder if, on the date hereof, such Person had Knowledge of the actual breach of the representation or warranty with respect to which such Person is seeking indemnification hereunder.

9.2 Indemnification by Arsenal

In the event the Coniston Closing occurs, from and after the Coniston Closing in perpetuity, Arsenal shall indemnify each Manchester Group Member from and against and shall hold each such Manchester Group Member harmless from any and all Losses incurred or suffered by such Manchester Group Member arising out of any breach of (i) the representations and warranties contained in Sections 5.1, 5.5, and 5.7 (and the certificate delivered in accordance with Section 7.1(c)(v) related thereto) or (ii) any covenant, in either case, made or to be performed by Arsenal pursuant to this Agreement.

9.3 Indemnification by Manchester

(a) In the event the Coniston Closing occurs, from and after the Coniston Closing in perpetuity, Manchester shall indemnify each Arsenal Group Member from and against and shall hold each such Arsenal Group Member harmless from any and all Losses incurred or suffered by such Arsenal Group Member arising out of any breach of (i) the representations and warranties contained in Sections 4.1, 4.4, 4.5, 4.6, and 4.7 (and the certificate delivered in accordance with Section 7.1(b)(vi) related thereto) and the representation delivered pursuant to Section 10.10(a)(i) or (ii) any covenant, in either case, made or to be performed by Manchester pursuant to this Agreement.

(b) In the event the Arsenal Exchange occurs, from and after the Coniston Closing Date in perpetuity, Manchester shall indemnify each Arsenal Group Member from and against and shall hold each such Arsenal Group Member harmless from any liabilities or obligations of Newco and all Losses incurred or suffered by such Arsenal Group Member in connection with Newco, in each case arising at or prior to the Coniston Closing Date or relating to the period at or prior to the Coniston Closing Date.

(c) Except as otherwise provided in this Agreement, the sole provision of this Agreement relating to indemnification for Taxes shall be Section 10.

9.4 No Consequential Losses

Notwithstanding anything herein to the contrary, no Party shall be liable to any other Party or its Affiliates for special, indirect, consequential, punitive or exemplary Losses (other than any such Losses payable to a third Person).

9.5 Indemnification Procedures

(a) Any Arsenal Group Member or Manchester Group Member (the **Indemnified Party**) seeking indemnification hereunder shall give to the Party obligated to provide indemnification to such Indemnified Party (the **Indemnitor**) prompt notice (a **Claim Notice**) describing in reasonable detail the facts giving rise to any claim for indemnification hereunder and shall include in such Claim Notice the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement upon which such claim is based. After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this Section 9 shall be determined: (i) by written agreement between the Indemnified Party and the Indemnitor; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnified Party and the Indemnitor shall agree.

(b) The Indemnified Party shall have the right to conduct and control, through counsel of its choosing, the defense, compromise or settlement of any pending or threatened action at law or suit in equity by or against a third Person (a **Third Person Claim**) as to which indemnification will be sought against such Indemnified Party, and in any such case the Indemnitor shall cooperate in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnified Party in connection therewith. The Indemnitor may participate, through counsel chosen by it and at its own expense, in the defense of any such Third Person Claim as to which the Indemnified Party has so elected to conduct and control the defense thereof. The Indemnified Party shall not, without the consent of the Indemnitor (which consent shall not be unreasonably withheld), pay, compromise or settle any such Third Person Claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay, settle or compromise any such Third Person Claim without such consent (if required), provided that in such event

the Indemnified Party shall waive any right to indemnity therefor hereunder unless such consent is unreasonably withheld.

9.6 Indemnification Payments

Except as otherwise required by applicable Law or pursuant to a "determination" under Section 1313(a) of the Code (or any comparable provision of state, local, or non-U.S. Law), Manchester, Arsenal and their respective Affiliates shall treat any and all payments under this Section 9 or Section 10 (including any payment made under the PLR Bank Guarantee or the Historic Bank Guarantee) as an adjustment to the Repurchase Consideration for all Tax purposes. Any such payments under this Section 9 or Section 10 shall be increased by an amount required to fully indemnify the recipient for any liabilities for Taxes (other than Taxes resulting from a reduction in Tax basis, but including any withholding Taxes imposed on any such payments) resulting from the receipt or payment of such indemnity obligations (including any payment made under the PLR Bank Guarantee or the Historic Bank Guarantee), and reduced by any Tax benefit (and increased by any Tax detriment) actually realized by the recipient as a result of the payment or incurrence of the Losses giving rise to such indemnity obligations.

10. TAX MATTERS

10.1 Tax Indemnification

(a) In the event the Arsenal Exchange occurs, from and after the Coniston Closing Date, Manchester shall be liable for and shall pay, and shall indemnify each Arsenal Group Member from and against and hold each of them harmless from (i) Taxes imposed on Newco, or for which Newco may otherwise be liable, as a result of having been a member of a Company Group (including Taxes for which Newco may be liable pursuant to Treas. Reg. 1.1502-6 or similar provisions of state, local or foreign Law as a result of having been a member of a Company Group), (ii) Taxes imposed on Newco, or for which Newco may otherwise be liable, for any taxable year or period that ends on or before the Coniston Closing Date and, with respect to any Straddle Period, the portion of the Straddle Period ending on and including the Coniston Closing Date (determined on a "closing of the books basis" by assuming that the books of Newco were closed at the close of the Coniston Closing Date), (iii) Transaction Taxes and (iv) Taxes imposed on any Arsenal Group Member (or for which any Arsenal Group Member would otherwise be liable) as a result of any failure by Manchester to comply with its obligations pursuant to this Agreement.

(b) In the event the Arsenal Exchange occurs, from and after the Coniston Closing Date, Arsenal shall be liable for and shall pay, and shall indemnify each Manchester Group Member from and against and hold each of them harmless from (i) Taxes imposed on Newco, or for which Newco may otherwise be liable, for any taxable year or period that begins after the Coniston Closing Date and, with respect to any Straddle Period, the portion of the Straddle Period beginning after the Coniston Closing Date and (ii) Taxes imposed on any Manchester Group Member (or for which any Manchester Group Member would otherwise be liable) as a result of any failure by Arsenal to comply with its obligations pursuant to this Agreement; provided, however, that, without limiting Arsenal's liability pursuant to Section 10.1(b)(ii), Arsenal shall not be liable for or pay and shall not indemnify any Manchester Group Member from or against or hold any of them harmless from any Taxes for which Manchester is liable pursuant to Section 10.1(a) or otherwise pursuant to this Agreement.

(c) Manchester or Arsenal, as the case may be, shall provide reimbursement for any Tax paid by one Party, all or a portion of which is the responsibility of the other Party pursuant to this Section 10. Payment by the indemnifying Party of any amount due under this Section 10 shall be made within ten (10) calendar

days following written notice by the indemnified Party that payment of such amount is due; provided, that if the indemnified Party is required to make a payment to a Taxing Authority, the indemnifying Party shall not be required to make any payment earlier than three (3) calendar days before such payment is due, unless the Tax liability is otherwise contested with the relevant Taxing Authority, in which case the payment shall be made not later than three (3) calendar days before the date any Taxes owed as a result of the settlement or resolution of the contested Tax are required to be paid. In no event shall Arsenal or any of its Affiliates be obligated under this Agreement to pay any Tax in anticipation of Manchester filing a claim for a refund therefor. This Section 10.1(c) shall in all respects be subject to Section 10.10.

10.2 IRS Private Letter Ruling

(a) As soon as is reasonably practicable, Manchester shall prepare and file with the IRS the IRS Private Letter Ruling Request seeking an IRS Private Letter Ruling that contains the Core Rulings, the Alternative Core Rulings (if applicable) and the Non-Core Rulings.

(b) Arsenal shall be afforded a reasonable opportunity to review and comment on all submissions to the IRS relating to such IRS Private Letter Ruling and any such comments received in a timely manner shall be reasonably considered by Manchester prior to filing the IRS Private Letter Ruling Request or such other submissions with the IRS. Manchester shall provide Arsenal with a copy of the IRS Private Letter Ruling Request and each other submission relating to the IRS Private Letter Ruling within three (3) business days after its submission to the IRS.

(c) Manchester shall, promptly upon receipt (but no later than three (3) business days after receipt), provide Arsenal with copies of all written correspondence received from the IRS in relation to the IRS Private Letter Ruling Request, any supplemental submission relating thereto or the IRS Private Letter Ruling and shall promptly update Arsenal with respect to any other relevant communications and/or correspondence with the IRS related to the IRS Private Letter Ruling Request, any supplemental submission relating thereto or the IRS Private Letter Ruling.

(d) Manchester shall afford the officers, employees and authorized representatives of Arsenal (including independent public accountants and attorneys) reasonable access during normal business hours to the employees and business and financial records and documents of Manchester, Newco or any of their respective Affiliates that may be relevant and reasonably required to verify the accuracy and completeness of material facts, representations and requested rulings included in any submission related to the IRS Private Letter Ruling and to otherwise assess whether the IRS Private Letter Ruling complies or is expected to comply with this Section 10.2. Arsenal agrees that such investigation shall be conducted in such a manner as not to interfere unreasonably with the operations of Manchester, Newco or their respective Affiliates. No investigation made by Arsenal or its representatives hereunder shall affect Manchester's liability hereunder nor affect Arsenal's ability to provide an Objection Notice or Rejection Notice.

(e) Arsenal shall be entitled, subject to required IRS consent, to have two individual representatives, selected by Arsenal and reasonably acceptable to Manchester, participate (solely as observers) in any conference (including any previously scheduled teleconference) Manchester or its representatives may have with the IRS in connection with the IRS Private Letter Ruling Request, any supplemental submission relating thereto or the IRS Private Letter Ruling (including, without limitation, any pre-submission conference with the IRS). With respect to any conference or previously scheduled teleconference, Manchester shall provide notice thereof to Arsenal a reasonable amount of time in advance thereof.

(f) Notwithstanding any other provisions of this Agreement, Arsenal shall be granted no less than ten (10) business days to review and comment on the IRS Private Letter Ruling Request to be submitted to the IRS by Manchester prior to its submission, and during such period Manchester shall afford the officers, employees and authorized representatives of Arsenal (including independent public accountants and attorneys) access pursuant to Section 10.2(d).

(g) Promptly following the date hereof, the Parties shall begin the process of selecting an Independent Arbitrator pursuant to the arbitration procedures set forth in Exhibit 10, and within thirty (30) calendar days thereafter shall select an Independent Arbitrator in accordance with Exhibit 10, and shall provide such Independent Arbitrator for review copies of the IRS Private Letter Ruling Request and any supplemental submissions relating thereto, in order for the Independent Arbitrator to familiarize himself or herself with the contents of the IRS Private Letter Ruling Request and any supplemental submission to prepare, if required under this Agreement, to act as the Independent Arbitrator in accordance with Exhibit 10 should any Objection Notice or Rejection Notice be delivered pursuant to this Section 10.2. The costs and expenses of the Independent Arbitrator prior to the delivery of any Objection Notice or Rejection Notice shall be shared equally by the Parties.

(h) At any time prior to the issuance of the IRS Private Letter Ruling, Arsenal shall be permitted to provide one or more written notices to Manchester (each, an **Objection Notice**) stating that it believes that the IRS Private Letter Ruling Request (or the form of IRS Private Letter Ruling Request provided to Arsenal pursuant to Section 10.2(f)) or any supplement thereto (i) may omit a substantially material ruling or rulings not reflected as a Core Ruling or (as applicable) an Alternative Core Ruling in Schedule 10.2, (ii) may require a modification of one or more Core Rulings or (as applicable) Alternative Core Rulings or (iii) may be based on assumptions or representations with respect to which there is material uncertainty, may contain any material misstatement of fact or law or may fail to state material relevant facts or law, in each case that would materially undermine or frustrate the purpose of seeking the IRS Private Letter Ruling as that purpose is reflected in Schedule 10.2, and in each case stating with specificity the facts and circumstances giving rise to such belief (subclause (i), (ii) and (iii), each a **Claimed Defect**); provided, however, that no Objection Notice shall be delivered after the submission of the IRS Private Letter Ruling Request except (x) based on a request by the IRS for information or representations related to the IRS Private Letter Ruling, IRS Private Letter Ruling Request or any supplement thereto or (y) based on a change in facts or based on new considerations, in each case relating to the IRS Private Letter Ruling, IRS Private Letter Ruling Request or supplement thereto; provided, however, that no Objection Notice shall impair Manchester's ability to comply with any request by the IRS relating to the IRS Private Letter Ruling, IRS Private Letter Ruling Request or supplement thereto or with any requirements of Law. If Arsenal shall have delivered an Objection Notice after the submission of the IRS Private Letter Ruling Request and Manchester shall dispute whether the Objection Notice was properly delivered under the first proviso of the preceding sentence and shall have so notified Arsenal in writing within two (2) business days of receipt by Manchester of such Objection Notice, in the absence of an agreement between the Parties, the Parties shall engage in the arbitration procedures set forth in Exhibit 10.

(i) Within two (2) business days following delivery of an Objection Notice, or, in the event of a dispute as to the ability of Arsenal to deliver such Objection Notice pursuant to the first proviso of Section 10.2(h), then not later than two (2) days following the resolution of such dispute, Arsenal and Manchester shall consult in good faith with each other in an attempt to reach a common view of whether, as a result of the circumstances set forth in the Objection Notice, the IRS Private Letter Ruling Request (or form thereof) or supplement thereto has the Claimed Defect stated in the Objection Notice. The delivery of an Objection Notice prior to the submission of the IRS Private Letter Ruling Request shall not preclude Manchester from making such submission.

(j) If, within five (5) business days following delivery of the Objection Notice, the Parties are unable to (1) agree whether, as a result of the circumstances described in the Objection Notice, the IRS Private Letter Ruling Request (or form thereof) or supplement thereto does have the Claimed Defect stated in the Objection Notice or (2) agree on amendments to the IRS Private Letter Ruling Request (or changes to the form of IRS Private Letter Ruling Request to be submitted) or any supplement thereto to address the Claimed Defect stated in the Objection Notice, the Parties shall engage in the arbitration procedures set forth in Exhibit 10.

(k) Any Objection Notice that the parties agree in writing is, or that the arbitrator determines is, valid shall constitute a **Valid Objection Notice**, and any Objection Notice that the parties agree in writing is not, or that the arbitrator determines is not, valid shall constitute a **Dismissed Objection Notice**. In the case of any Valid Objection Notice, Manchester shall make such amendments to the IRS Private Letter Ruling Request (or changes to the form of IRS Private Letter Ruling Request to be submitted) or supplements thereto to address the Claimed Defect stated in the Valid Objection Notice. Any rulings added or modified in resolving any Objection Notice shall constitute Core Rulings or (as applicable) Alternative Core Rulings and Schedule 10.2 shall be deemed amended accordingly.

(l) Within five (5) business days following issuance of the IRS Private Letter Ruling, Manchester shall provide a copy thereof to Arsenal. If Arsenal believes that (1) the IRS Private Letter Ruling does not contain the Core Rulings or (as applicable) the Alternative Core Rulings and does not meet the purpose of obtaining such IRS Private Letter Ruling, as that purpose is reflected in Schedule 10.2 or (2) there is a Valid Objection Notice and Arsenal believes that Manchester has not made amendments to the IRS Private Letter Ruling Request (or changes to the form of IRS Private Letter Ruling Request to be submitted) or supplements thereto to address the relevant Claimed Defect stated in the Valid Objection Notice, then it must, within five (5) business days following receipt of the copy of the IRS Private Letter Ruling, deliver to Manchester written notice that the IRS Private Letter Ruling does not meet such requirements (a **Rejection Notice**). If, within such period, Arsenal does not deliver to Manchester a Rejection Notice, Arsenal shall be deemed to have accepted the IRS Private Letter Ruling.

(m) If Arsenal shall have delivered to Manchester the Rejection Notice, the Parties shall engage in the arbitration procedures set forth in Exhibit 10 to determine (1) whether the IRS Private Letter Ruling contains the Core Rulings or (as applicable) the Alternative Core Rulings or otherwise meets the purpose of obtaining such IRS Private Letter Ruling, as that purpose is reflected in Schedule 10.2 and (2) if there is a Valid Objection Notice, whether Manchester has made amendments to the IRS Private Letter Ruling or the IRS Private Letter Ruling Request (or changes to the form of IRS Private Letter Ruling Request) or supplements thereto to address the relevant Claimed Defect stated in the Valid Objection Notice.

(n) The IRS Private Letter Ruling, as accepted pursuant to Section 10.2(l) or as approved pursuant to the arbitration procedures set forth in Exhibit 10, shall constitute the **Accepted IRS Private Letter Ruling**.

(o) Prior to the issuance of the IRS Private Letter Ruling, Arsenal shall not, except as otherwise provided in this Agreement, and after the date of the issuance of the IRS Private Letter Ruling neither Arsenal nor Manchester shall, make any supplemental submissions to, or otherwise communicate with, the IRS relating to the IRS Private Letter Ruling or any IRS Private Letter Ruling Request or other submission to the IRS relating thereto without the prior written consent of the other Party (such written consent not to be unreasonably withheld).

(p) From and after the date hereof (whether before or after the Coniston Closing Date), neither Manchester nor Arsenal shall take or fail to take, and neither shall cause or permit its respective Affiliates to take or

fail to take, in each case any action contrary to any fact, representation or other statement in the IRS Private Letter Ruling, IRS Private Letter Ruling Request or other submission to the IRS relating thereto, without the prior written consent of the other Party (such written consent not to be unreasonably withheld) or except as required by Law.

(q) After the Coniston Closing Date, neither Manchester nor Arsenal shall file, and neither shall cause or permit its respective Affiliates or Newco to file, any Tax Return that is inconsistent with the IRS Private Letter Ruling, IRS Private Letter Ruling Request or other submission to the IRS relating thereto or the IRS Private Letter Ruling, except with the prior written consent of the other Party (such written consent not to be unreasonably withheld) or except as required by Law.

10.3 Tax Returns

(a) Manchester shall timely file or cause to be timely filed when due (except as provided in Section 10.3(d), taking into account all extensions properly obtained and taking into account all opportunities to accelerate the due date of such returns) all Tax Returns that are required to be filed by or with respect to Newco or any Subsidiary of Newco for any tax periods ending on or prior to the Coniston Closing Date. In each case, Manchester shall remit or cause to be remitted any Taxes due in respect of such Tax Returns. Except as otherwise required by applicable Law, all Tax Returns required to be filed in accordance with this Section 10.3(a) shall be prepared and filed in a manner consistent with past practice and in accordance with Section 10.2(q) and Section 10.9(e). Prior to Manchester filing such Tax Returns, Arsenal shall have a reasonable opportunity to review and comment on such Tax Returns.

(b) Manchester shall timely file or cause to be filed complete and correct 2010 and 2011 US federal income Tax Returns for Newco on or before the respective due dates for the filing of such Tax Returns (in accordance with Section 10.3(d)) and (i) with respect to each such filing shall make the disclosure required by, and otherwise comply with, Section 6662(i)(2) the Code and (ii) if it chooses to do so, provide disclosure and otherwise comply with Section 10.10(a)(i). Not later than ten (10) business days prior to filing Newco's 2010 and 2011 US federal income Tax Returns, Manchester shall provide a correct and complete copy of such Tax Returns (including all schedules and attachments thereto) to Arsenal, and Arsenal shall have a reasonable opportunity to review and comment on such Tax Returns.

(c) Arsenal shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all Tax Returns that are required to be filed by or with respect to Newco for any Straddle Periods. Except as otherwise required by applicable Law, all Tax Returns required to be filed in accordance with this Section 10.3(c) shall be prepared and filed in a manner consistent with past practice and in accordance with Section 10.2(q) and Section 10.9(e). Prior to Arsenal filing such Tax Returns, Manchester shall have a reasonable opportunity to review and comment on such Tax Returns.

(d) Notwithstanding anything herein to the contrary, (i) the 2011 US federal income Tax Return for Newco shall be timely filed without regard to any extensions and (ii) the 2010 US federal income Tax Return for Newco shall be timely filed taking into account extensions pursuant to the Code not in excess of six (6) months in the aggregate; provided, that in no event shall the due date for the 2010 US federal income Tax Return (taking into account extensions) be later than March 1, 2011.

10.4 Refunds and Credits

If Arsenal or any of its Affiliates receives a credit with respect to, or refund of, any Tax for which Manchester is liable under this Agreement, Arsenal shall pay or cause to be paid over to Manchester the amount of such refund or credit within fifteen (15) days after receipt thereof or entitlement thereto

except to the extent attributable to the carryback of losses, credits or similar items from a taxable year or period that begins after the Coniston Closing Date and is attributable to Newco. In the event that any refund or credit of Taxes for which a payment has been made to Manchester by Arsenal or an Affiliate thereof is subsequently reduced or disallowed, Manchester shall indemnify and hold harmless Arsenal or such Affiliate for any Tax assessed against Manchester by reason of the reduction or disallowance. If and to the extent Arsenal fails to pay or cause to be paid to Manchester an amount of refund or credit in accordance with this Section 10.4, Manchester shall be permitted to reduce any amounts owing to any Arsenal Group Member under this Agreement by such unpaid amount.

10.5 Cooperation

After the Coniston Closing Date, each of Manchester and Arsenal shall (and shall cause their respective Affiliates to):

(a) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise eliminate, reduce or mitigate), or file Tax Returns or other reports with respect to, Transfer Taxes;

(b) furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to Newco (to the extent within the control of such Party), including access to books and records in any forum or medium, as is reasonably necessary for the preparation and filing of all Tax Returns (including the timely execution of any Tax Returns) under Section 10.3;

(c) cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving Newco (including executing any powers of attorney or other authorizations reasonably requested to allow a party responsible for defending against or handling the Proceeding to represent Newco in the Proceeding but not to take any action contrary to this Agreement). Notwithstanding any other provision of this Agreement to the contrary, the Parties will preserve all information, records or documents relating to the liability for Taxes relating to the operations of Newco with respect to Pre-Closing Tax Periods until the earlier of (i) ninety-one (91) days after the expiration of any applicable statute of limitations or extensions thereof and (ii) six (6) years following the Coniston Closing Date;

(d) make available as reasonably requested all information, records and documents relating to Taxes of Newco attributable to any Pre-Closing Tax Period, Transaction Taxes or Post-Closing Franchise Taxes; and

(e) furnish the other Party with copies of all correspondence received from any Taxing Authority in connection with any Tax audit or information request related to Taxes of Newco with respect to any such taxable period or such identified Taxes.

10.6 Taxes on Parties

(a) Subject to and without limiting the provisions of Section 10.1, in the event the Arsenal Exchange occurs, Manchester shall be liable for and shall pay, and shall indemnify each Arsenal Group Member from and against and hold each of them harmless from (i) any Taxes imposed on any Arsenal Group Member or for which any Arsenal Group Member may otherwise be liable as a direct result of the Arsenal Exchange (excluding, in each case, Newco) and (ii) Taxes imposed by withholding (including any liability for failure to withhold such Taxes) on the delivery of the Exchange Shares or the payment of the Repurchase Consideration, the Contingent Repurchase Consideration or any other consideration delivered pursuant to the transactions contemplated by this Agreement.

(b) Subject to and without limiting the provisions of Section 10.1 or Section 10.6(a) above, all Transfer Taxes imposed on either Party as a result of the transactions contemplated by this Agreement shall be borne by the Party required by Law to pay such Taxes.

10.7 Franchise Taxes

If Core Ruling (4) is not received as part of any IRS Private Letter Ruling, Manchester agrees that, notwithstanding any other provision of this Agreement, as an adjustment to the Repurchase Consideration, Manchester shall reimburse Arsenal for, and shall indemnify each Arsenal Group Member from and against any franchise Taxes imposed upon Newco for calendar years 2011 and 2012 (**Post-Closing Franchise Taxes**), with such reimbursements payable at the times pursuant to Section 10.10(c). The Parties agree that they will each use commercially reasonable efforts to eliminate or otherwise mitigate the imposition of such Post-Closing Franchise Taxes.

10.8 Contests

(a) If written notice of any pending or threatened Proceeding, audit, notice or assessment with respect to the IRS Private Letter Ruling or Taxes or Tax Returns of Newco, in each case, (i) for any Taxable period ending on or prior to the Coniston Closing Date or (ii) with respect to any Tax for which Manchester could reasonably be expected to have an indemnification obligation under this Agreement, is received by Arsenal, its Affiliates or Newco (a **Tax Claim**), Arsenal shall, and shall cause its Affiliates and/or Newco to, notify Manchester promptly in writing of such Tax Claim.

(b) The failure of a party to notify another pursuant to any provision of this Section 10.8 shall not constitute a waiver of any claim to indemnification under this Agreement except to the extent of any prejudice to the indemnifying party.

(c) Manchester, at its expense, shall have the right to defend Newco in connection with any such Tax Claim and to control the discussions and other proceedings that may occur in an effort to resolve any such Tax Claim; provided, that Manchester shall have no right to represent Newco's interests in any Tax Proceeding, audit, notice or assessment unless Manchester has first (i) notified Arsenal in writing of Manchester's intention to do so and (ii) agreed with Arsenal in writing that as between Manchester and Arsenal, Manchester shall be liable for any Taxes that result from such Tax Claim; provided, further, that Manchester, on a timely basis, shall keep Arsenal reasonably informed of the progress of any such Tax Claim and shall permit Arsenal and its representatives (at Arsenal's cost and expense) to participate (solely as observers) in the discussions and other proceedings that may occur in an effort to resolve any such Tax Claim and shall not settle or compromise any such Tax Claim (to the extent such settlement or compromise would increase any Tax of Newco or any Arsenal Group Member attributable to a Post-Closing Tax Period) without the consent of Arsenal (such consent not to be unreasonably withheld).

10.9 Further Tax Assurances

(a) Arsenal shall not make, and shall cause its Affiliates not to make, an election under section 338(g) of the Code with respect to Newco.

(b) Neither Manchester nor Arsenal shall, and each shall not cause or permit its respective Affiliates or Newco to, formally or informally, amend, re-file or otherwise modify any Tax Return of Newco relating to a Pre-Closing Tax Period, or any Tax period with respect to which Transaction Taxes are or may be payable, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that if as a result of any such amendment, re-filing or modification the

statute of limitations for a taxable period would be extended beyond a relevant Fixed Release Date provided for in Section 10.10(a) or (b), then Arsenal shall be entitled to withhold its consent in its discretion unless the Parties delay the Fixed Release Date to a date that is coterminous with the expiration of the extended statute of limitations.

(c) Without limiting anything to the contrary in this Agreement, after the date hereof, neither Manchester nor Arsenal shall, and each shall not cause or permit its respective Affiliates or Newco to, agree to, or cause, any waiver, extension or suspension of the statute of limitations relating to any Taxes of Newco, or for which Newco could be liable, for any Pre-Closing Tax period, or any Tax period with respect to which Transaction Taxes are or may be payable, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that if as a result of any such waiver, extension or suspension the statute of limitations for a taxable period would be extended beyond a relevant Fixed Release Date provided for in Section 10.10(a) or (b), then Arsenal shall be entitled to withhold its consent in its discretion unless the Parties delay the Fixed Release Date to a date that is coterminous with the expiration of the extended statute of limitations.

(d) Neither Manchester nor Arsenal shall file any Tax Return, make any Tax refund claim, carryback or carryforward any Tax items, or otherwise take any action that would cause any Tax Return of Newco or any of its Affiliates or any Tax item related thereto (to the extent relating to any Taxable period ending on or prior to the Coniston Closing Date or any Straddle Period, or to any period with respect to which a Transaction Tax may be imposed) to be subject to examination or challenge by any Taxing Authority if there otherwise could be no further challenge by such Taxing Authority in respect thereof, and neither Manchester nor Arsenal shall violate or otherwise take any action inconsistent with any condition or other term of any closing agreement or similar document relating to any such period.

(e) Except as otherwise required by applicable Law, without the consent of Arsenal, Newco shall not, and shall cause its Subsidiaries not to, claim any federal or state income tax deductions, losses or credits in computing its federal, New York State or other material state taxable income for its 2010 and 2011 taxable years that are materially in excess of or different in type from those set forth on Schedule 10.9. Except as otherwise required by Law, without the consent of Manchester, Newco shall, and shall cause its Subsidiaries to, file its federal, New York State and other material state Tax Returns for any Post-Closing Tax Period in a manner consistent with past practice and Schedule 10.9, to the extent that failure to do so could adversely impact the Tax Returns of Newco and its Subsidiaries filed for any Pre-Closing Tax Periods.

(f) Each of Manchester and Arsenal shall, and shall cause each of their respective Affiliates and Newco to, promptly deliver to the other Party all IRS Forms and other relevant Tax documents referred to in Section 10.10 that it receives that could reasonably be expected to be relevant to such other Party in connection with any termination or release of, or demand for payment pursuant to, the PLR Bank Guarantee or Historic Bank Guarantee pursuant to Section 10.10.

(g) With respect to any release of the PLR Bank Guarantee pursuant to Section 10.10(a) or any release of the Historic Bank Guarantee pursuant to Section 10.10(b), which release is predicated on the receipt of Audit Closing Evidence, Manchester shall endeavor in good faith to obtain Audit Closing Evidence consisting of an IRS Form 870-AD or IRS Form 866.

(h) Provided that Newco has timely filed complete 2010 and 2011 US federal income Tax Returns (in accordance with Section 10.3(d)) and such Tax Returns include disclosure with respect to the potential Transaction Tax intended to meet the requirements of Section 6501(e)(1)(B)(ii) of the Code, Arsenal shall seek, as promptly as reasonably practicable thereafter, to obtain an opinion from KPMG (or other

nationally recognized accounting firm selected by Arsenal and reasonably acceptable to Manchester), in form and substance reasonably satisfactory to Arsenal, that the requirements of Section 6501(e)(1)(B)(ii) of the Code have been satisfied.

10.10 Tax Indemnity Credit Support

(a) Manchester shall, at or prior to the Coniston Closing, obtain a bank guarantee from one of the banks listed on Schedule 10.10(a) (the **PLR Bank Guarantor**) in favor of Arsenal (substantially in the form attached as Exhibit 11) in an aggregate amount of US$168 million (the **PLR Bank Guarantee**). Arsenal shall not demand payment under the PLR Bank Guarantee unless and until each of the Transaction Tax Conditions or the Post-Closing Franchise Tax Conditions, as the case may be, shall have been satisfied following receipt by Manchester from Arsenal of a request for payment in accordance with the Transaction Tax Condition or Post-Closing Franchise Tax Condition, as the case may be. The PLR Bank Guarantee shall be fully released and terminated ten (10) business days after receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the PLR Bank Guarantor) that the earliest of the following has occurred (such notice specifying the event giving rise to such permitted release and termination, including a copy of the applicable IRS form or other relevant documentation in the case of subclause (x)): (w) receipt by Manchester of the Accepted IRS Private Letter Ruling, (x) the closing of the IRS examination of each of Newco's 2010 and 2011 US federal income tax return (as evidenced by Manchester's receipt of an IRS Form 870, IRS Form 870-AD for all items and without exceptions, IRS Form 866 or closing agreement or similar written evidence of closing (**Audit Closing Evidence**)) and (y) March 15, 2017 (each, a condition for the release and termination of the PLR Bank Guarantee); provided, however, that:

(i) the date in clause (y) shall be March 15, 2014 (in lieu of March 15, 2017), provided (A) Newco timely files complete 2010 and 2011 US federal income Tax Returns (in accordance with Section 10.3(d)), (B) such Tax Returns include disclosure with respect to the potential Transaction Tax sufficient to meet the requirements of Section 6501(e)(1)(B)(ii) of the Code and, not later than ten (10) business days prior to March 15, 2014, Arsenal shall have received, at Arsenal's expense, an opinion from KPMG (or other nationally recognized accounting firm selected by Arsenal and reasonably acceptable to Manchester), in form and substance reasonably satisfactory to Arsenal, that such requirements have been satisfied and (C) Manchester provides a written representation to Arsenal on March 15, 2014 that neither it nor any of its Affiliates has taken any action prohibited by Section 10.9(b) or Section 10.9(c) that would result in any waiver, extension or suspension of the statute of limitations with respect to the Newco 2010 or 2011 US federal income Tax Return;

(ii) if a ruling substantially to the effect of Core Ruling (4) is not received as part of any IRS Private Letter Ruling, any release or termination pursuant to this Section 10.10(a) shall not reduce the PLR Bank Guarantee to an amount less than US$3 million prior to April 15, 2011 or less than US$1.5 million prior to April 15, 2012; and

(iii) any release or termination pursuant to this Section 10.10(a) shall not reduce the PLR Bank Guarantee to an amount less than the sum of (i) any amount with respect to which Arsenal has requested payment from Manchester under the Transaction Tax Conditions (which remains unpaid) and (ii) the amount, set forth in a written notice from Arsenal to Manchester, of Transaction Taxes with respect to which Newco or any Arsenal Group Member has received a written notice of proposed adjustment, a written revenue agent's report, a written notice of deficiency or other written assertion of a specific adjustment or deficiency (including reasonably estimated penalties and interest); provided, however, that the limitation in this Section

10.10(a)(iii) shall not apply with respect to any release or termination resulting from the receipt by Manchester of the Accepted IRS Private Letter Ruling in accordance with this Section 10.10(a).

The limitations in Section 10.10(a)(ii) and (iii) shall be cumulative. In the event an amount of the PLR Bank Guarantee is not fully released pursuant to Section 10.10(a)(ii), $1.5 million of such unreleased amount shall subsequently be released ten (10) business days after receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the PLR Bank Guarantor) delivered on or after April 15, 2011, and the remaining $1.5 million of such unreleased amount shall be released ten (10) business days after receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the PLR Bank Guarantor) delivered on or after April 15, 2012; provided, however, that the aggregate amount otherwise so released shall be reduced by the aggregate amount for which Arsenal has demanded payment pursuant to a Post-Closing Franchise Tax Condition (which remains unpaid). In the event an amount of the PLR Bank Guarantee is not released pursuant to the limitation in clause (ii) of Section 10.10(a)(iii), such unreleased amount shall be fully released and terminated ten (10) business days after receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the PLR Bank Guarantor) upon the closing of the IRS examination for the taxable year relating to such notice, adjustment or report (as evidenced by Manchester's receipt of Audit Closing Evidence relating to such year); provided, however, that if Manchester reasonably believes that the unreleased amount of the PLR Bank Guarantee exceeds the amount necessary to fund the potential Tax liability identified in any such notice, adjustment or report (including reasonably estimated penalties and interest) (any such excess, an **Excess PLR Unreleased Amount**), Manchester shall be entitled to deliver one or more notices to Arsenal of such belief and stating in reasonable detail the reasons for such belief (the **Excess PLR Guarantee Notice**). Within five (5) business days following delivery of an Excess PLR Guarantee Notice, Arsenal and Manchester shall consult in good faith with each other in an attempt to reach agreement as to whether an Excess PLR Unreleased Amount exists and, if so, the amount thereof. If, within five (5) business days following delivery of the Excess PLR Guarantee Notice, the Parties are unable to agree as to whether an Excess PLR Unreleased Amount exists or, if it is agreed to exist, the amount thereof, Manchester shall have the right (but not the obligation) to cause the Parties to engage in the arbitration procedures set forth in Exhibit 10 to make such determination. Any release of a portion of the PLR Bank Guarantee pursuant to the immediately preceding proviso shall occur ten (10) business days after receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the PLR Bank Guarantor) after any such agreement by the Parties or any such determination made through the arbitration procedures.

(b) Manchester shall, at or prior to the Coniston Closing, obtain a bank guarantee from one of the banks listed on Schedule 10.10(a) (the **Historic Bank Guarantor**) in favor of Arsenal (substantially in the form attached as Exhibit 11) in an aggregate amount of US$45 million (the **Historic Bank Guarantee**). Arsenal shall not demand payment under the Historic Bank Guarantee unless and until each of the Historic Tax Conditions shall have been satisfied and Manchester shall have received a written notice from Arsenal that each such Historic Tax Condition has been satisfied. The Historic Bank Guarantee shall be reduced by the following amounts (paragraphs (i) through (iv), each, a **Tranche**):

(i) US$27 million (or Tranche Amount, if different) ten (10) business days after the receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the Historic Bank Guarantor) that the earlier of the following has occurred (such notice specifying the event giving rise to such permitted reduction, including a copy of the applicable IRS form or other relevant documentation in the case of subclause (x)): (x) the closing of the IRS examination of all of Newco's 2007 to 2009 US federal income Tax

Returns (as evidenced by the receipt of Audit Closing Evidence for each such year) and (y) March 15, 2014;

(ii) US$6.75 million (or Tranche Amount, if different) ten (10) business days after the receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the Historic Bank Guarantor) that the earlier of the following has occurred (such notice specifying the event giving rise to such permitted reduction, including a copy of the applicable IRS form or other relevant documentation in the case of subclause (x)): (x) the closing of the IRS examination of Newco's 2010 US federal income Tax Return (as evidenced by the receipt of Audit Closing Evidence for such year) and (y) March 15, 2017;

(iii) US$5.40 million (or Tranche Amount, if different) ten (10) business days after the receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the Historic Bank Guarantor) that the earliest of the following has occurred (such notice specifying the event giving rise to such permitted reduction, including a copy of the applicable IRS form or other relevant documentation in the case of subclause (x) or (y)): (x) the filing by Newco of amended 2009 New York State Tax Returns reflecting and in accordance with the closing of the IRS examination of the corresponding Newco 2009 US federal income Tax Return and payment of any and all New York State Taxes shown as owing thereon (y) the closing of such IRS examination without the need to file such amended 2009 New York State Tax Return reflecting such closing (in the case of subclause (x) or (y) as evidenced by the receipt of Audit Closing Evidence with respect to such federal income Tax Return for such year) and (z) March 15, 2014; and

(iv) US$5.85 million (or Tranche Amount, if different) ten (10) business days after the receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the Historic Bank Guarantor) that the earlier of the following has occurred: (x) the closing of the examination by the relevant Taxing Authority of all of Newco's New York State Tax Returns for taxable years ended May 31, 2007 to May 31, 2009 and North Carolina State Tax Returns for taxable years ended May 31, 2007 to May 31, 2009 (as evidenced by the receipt of a North Carolina Department of Revenue Notice of Tax Assessment, executed NY State Department of Taxation and Finance Form DO-356, or closing agreement or similar written evidence of closing) and (y) December 31, 2014;

provided, however, that with respect to any Tranche, any release or termination pursuant to this Section 10.10(b) with respect to such Tranche shall not reduce the Tranche Amount for such Tranche to an amount less than the sum of (1) any amount with respect to which Arsenal has requested payment from Manchester under the Historic Tax Conditions (which remains unpaid) and (2) the amount, set forth in a written notice from Arsenal to Manchester, of Taxes (other than Transaction Taxes) with respect to which Newco or any Arsenal Group Member has received a written notice of proposed adjustment, a written revenue agent's report, a written notice of deficiency or other written assertion of a specific adjustment or deficiency (including reasonably estimated interest and penalties).

In the event an amount of the Historic Bank Guarantee is not fully reduced by a Tranche Amount pursuant to the limitation in clause (2) of the proviso of the preceding paragraph, such unreduced amount of the Historic Bank Guarantee shall be fully released and terminated upon the closing of the IRS or relevant Taxing Authority examination for the taxable year relating to such notice, adjustment or report (as evidenced by Manchester's receipt of Audit Closing Evidence (or similar forms or evidence under relevant state or local Tax Law) relating to such year); provided, however, that if Manchester reasonably believes that the unreleased amount of the Historic Tax Bank Guarantee exceeds the amount

necessary to fund the potential Tax liability identified in any such notice, adjustment or report (including reasonably estimated interest and penalties) (any such excess, an **Excess Historic Unreleased Amount**), Manchester shall be entitled to deliver one or more notices to Arsenal of such belief and stating in reasonable detail the reasons for such belief (the **Excess Historic Guarantee Notice**). Within five (5) business days following delivery of an Excess Historic Guarantee Notice, Arsenal and Manchester shall consult in good faith with each other in an attempt to reach agreement as to whether an Excess Historic Unreleased Amount exists and, if so, the amount thereof. If, within five (5) business days following delivery of the Excess Historic Guarantee Notice, the Parties are unable to agree as to whether an Excess Historic Unreleased Amount exists or, if it is agreed to exist, the amount thereof, Manchester shall have the right (but not the obligation) to cause the Parties to engage in the arbitration procedures set forth in Exhibit 10 to make such determination. Any release of a portion of the Historic Bank Guarantee pursuant to the immediately preceding proviso shall occur ten (10) business days after receipt by Arsenal of a written notice from Manchester (which notice shall be sent concurrently by Manchester by facsimile to the Historic Bank Guarantor) after any such agreement by the Parties or any such determination made through the arbitration procedures.

If, at any time from and after July 1, 2011, Manchester reasonably believes that an Excess exists with respect to any of the Tranche described in clause (i), the Tranche described in clause (ii) or the Tranche described in clause (iii), Manchester shall be permitted to provide one or more written notices to Arsenal of such belief and stating in reasonable detail the reasons for such belief (the **Reduction Notice**). Within five (5) business days following delivery of a Reduction Notice, Arsenal and Manchester shall consult in good faith with each other in an attempt to reach agreement as to whether such an Excess exists and, if so, the amount of such Excess. If, within five (5) business days following delivery of the Reduction Notice, the Parties are unable to agree as to whether an Excess exists or, if it is agreed to exist, the amount of such Excess, Manchester shall have the right (but not the obligation) to cause the Parties to engage in the arbitration procedures set forth in Exhibit 10 to make such determination.

Tranche Amount shall mean, for each Tranche, (i) the dollar amount indicated for such Tranche, (ii) *plus* or *minus* the Excess Deduction Amount for such Tranche, (iii) *minus* any Excess and (iv) *minus* the amount of the Historic Bank Guarantee released according to the terms of such Tranche.

Excess with respect to a Tranche shall mean the amount (determined by the Parties or pursuant to the arbitration proceedings set forth in Exhibit 10, if so elected) by which the Tranche Amount for such Tranche exceeds the amount necessary to fund anticipated Tax liabilities with respect to the Tax Returns related to such Tranche.

The Historic Bank Guarantee shall be reduced by the aggregate Excess for each Tranche.

Excess Deduction Amount shall mean, based on the Tax Returns filed by Newco, the amount of decrease in actual cash Tax payable by Newco with respect to its 2010 or 2011 taxable year directly as a result of the additional claimed deduction for the 2010 or 2011 taxable year in excess of the deductions for such year set forth on Schedule 10.9, but in no event in excess of $5 million. The Tranche Amount for the Tranche described in clause (i) shall be decreased, and the Tranche Amount for the Tranche described in clause (ii) shall be increased, by the Excess Deduction Amount.

(c) **Transaction Tax Conditions** shall mean (i) there has been an assessment of such Tax pursuant to section 6201 of the Code, an IRS Form 870, an IRS Form 870-AD for all items and without exceptions, closing agreement or similar written evidence of closing, a reduction in an otherwise allowable refund (to the extent such refund is not otherwise for the account of Manchester) or a "determination" under section 1313(a) of the Code, in each case with respect to a Transaction Tax imposed on Newco or any

other Arsenal Group Member, or for which Newco or any other Arsenal Group Member is liable, under applicable Law and (ii) Manchester has failed to make payment of such Tax to or on behalf of Newco or such other Arsenal Group Member within seven (7) business days after a request by Arsenal therefor (which request shall be sent concurrently by Arsenal by facsimile to the PLR Bank Guarantor). **Historic Tax Conditions** shall mean (i) there has been an assessment of such Tax pursuant to section 6201 of the Code, an IRS Form 870, an IRS Form 870-AD for all items and without exceptions, closing agreement or similar written evidence of closing, a reduction in an otherwise allowable refund (to the extent such refund is not otherwise for the account of Manchester) or a "determination" under section 1313(a) of the Code (or similar provision or form of relevant state or local Tax Law, including a North Carolina Department of Revenue Notice of Tax Assessment or executed NY State Department of Taxation and Finance Form DO-356), in each case with respect to a Tax described in Section 10.1(a) (other than a Transaction Tax) imposed on Newco or any other Arsenal Group Member, or for which Newco or any other Arsenal Group Member is liable, under applicable Law and (ii) Manchester has failed to make payment of such Tax to or on behalf of Newco or such other Arsenal Group Member within seven (7) business days after a request by Arsenal therefor (which request shall be sent concurrently by Arsenal by facsimile to the Historic Bank Guarantor). **Post-Closing Franchise Tax Conditions** shall mean (i) Manchester has failed to make a payment of Post-Closing Franchise Taxes to Arsenal within seven (7) business days after a written demand by Arsenal therefor delivered not earlier than ten (10) business days prior to the due date therefor (which request shall be sent concurrently by Arsenal by facsimile to the PLR Bank Guarantor).

10.11 Expenses

Except as otherwise provided in Exhibit 10, in connection with any Proceeding between the Parties arising out of or relating to this Section 10, the prevailing Party in such Proceeding will be entitled to recover from the other Party all out-of-pocket Losses incurred in connection with such Proceeding, in addition to any other relief to which it may be entitled.

10.12 Predecessors and Successors

Except to the extent the context clearly requires otherwise, all references to Newco in this Section 10 and defined terms used in this Section 10 or otherwise relevant for purposes of this Section 10 shall include all of its predecessors and successors.

10.13 Survival

Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties set forth in this Section 10 shall survive until ninety (90) days after the expiration of the applicable statute of limitations (taking into account any applicable extensions or tollings). Further, to the extent the survival provisions of this Section 10 and Section 9 conflict, the survival provisions of this Section 10 shall control.

11. MISCELLANEOUS

11.1 Notices

All notices, requests, claims, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by fax or sent by international overnight courier service and shall be deemed given when so delivered by hand or fax (if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt;

otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt), or one (1) business day after mailing in the case of international overnight courier service, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.1):

if to Manchester, to:

Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Telephone: +44 (0)20 3320 5000
Fax: +44 (0)20 3320 1771
Attention: General Counsel

with a copy to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: +1 212 610 6471
Fax: +1 212 610 6399
Attention: A. Peter Harwich

if to Arsenal, to:

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Telephone: +1 800 654 0889
Fax: +1 312 506 1208
Attention: General Counsel

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Telephone: +1 312 853 7000
Fax: +1 312 853 7036
Attention: Frederick C. Lowinger; Gary D. Gerstman

and

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: +1 312 558 5600
Fax: +1 312 558 5700
Attention: Robert F. Wall

if to Emerald, to:

Eclipsys Corporation
Three Ravinia Drive
Atlanta, GA 30348
Telephone: +1 404 847 5000
Fax: +1 404 847 5777
Attention: General Counsel
Chief Financial Officer

with a copy to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Telephone: +1 404 572 4600
Fax: +1 404 572 5133
Attention: John D. Capers, Jr.; C. William Baxley

11.2 Amendments and Waivers

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party and Emerald (in the case of the provisions with respect to which Emerald is a third party beneficiary), or in the case of a waiver, by the Party against whom the waiver is to be effective and, in the case of a waiver or amendment by Arsenal prior to the Coniston Closing, approved by the Audit Committee of the Arsenal Board of Directors.

(b) Any waiver of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach, or a subsequent waiver of the same term or condition or a waiver of any other term or condition, of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Other than as expressly set forth herein, the rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by Law.

11.3 Expenses

Other than as set forth in this Agreement or in any Transaction Document, all costs and expenses (including fees and disbursements of counsel, accountants and other advisors) incurred in connection with the preparation, negotiation, execution, delivery or performance of this Agreement and the completion of the Coniston Transaction, the Emerald Transaction and the Contingent Repurchase shall be paid by the Party incurring such cost or expense.

11.4 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party, which consent, in the case of Arsenal prior to the Coniston Closing, shall be approved by the Audit Committee of the Arsenal Board of Directors. Any attempted assignment in violation of this Section 11.4 shall be void. If Manchester effects any voluntary liquidation of all or substantially all of its assets in one or a series of transactions (or any other transaction with a similar effect) at a time when Manchester is Solvent, Manchester shall ensure adequate protection for its indemnification obligations set forth in this Agreement. If Manchester effects any liquidation of all or substantially all of its assets in one or a series of transactions (or any other transaction with a similar effect) involuntarily or at a time when Manchester is not Solvent, Manchester shall use its commercially reasonable efforts to ensure adequate protection for its indemnification obligations set forth in this Agreement.

11.5 Governing Law

This Agreement (and any claims or disputes arising out of or related to this Agreement or the transactions contemplated hereby or to the inducement of any Party to enter into this Agreement, 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. Each Party irrevocably and unconditionally waives any objection to the application of the Laws of the State of Delaware to any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding should not be governed by the Laws of the State of Delaware.

11.6 Enforcement; Consent to Jurisdiction

(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 over such action, 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.

(b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court is unavailable, any state or federal courts located in Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each Party hereby agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction over such action, in which case, in any state or federal court located in Delaware). Each Party hereby waives formal service of process and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding

in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 11.6. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(c) Notwithstanding the foregoing, each of the Parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Source in any way relating to this Agreement or any of the transactions contemplated hereby, including but not limited to any dispute arising out of or relating in any way to the Commitment Letter or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

(d) Notwithstanding any other provision of this Agreement or any Transaction Document to the contrary, in the event that, prior to the Coniston Closing or, if the Coniston Closing does not occur, at any time after the date hereof (i) there is any action or determination to be made by Arsenal hereunder that would require approval of the Arsenal Board of Directors or any committee thereof, (ii) there is any action, suit, proceeding, litigation or arbitration between Arsenal and Manchester or (iii) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Agreement or any Transaction Document) by Arsenal against Manchester, or by Manchester against Arsenal, all actions or determinations of Arsenal prior to the Coniston Closing or, if the Coniston Closing does not occur, at any time after the date hereof or any determinations of Arsenal relating to any such action, suit, proceeding, litigation, arbitration, claim or demand (including all determinations by Arsenal whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by Arsenal relating to the prosecution or defense thereof), shall be made and approved by the Audit Committee of the Arsenal Board of Directors.

11.7 WAIVER OF JURY TRIAL

EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY RELATING TO ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Each Party (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.7.

11.8 Counterparts; Third-Party Beneficiaries

This Agreement may be signed in any number of counterparts (including by fax or other electronic signature), each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by the other Party. Prior to the Emerald Closing, Emerald shall be, subject to compliance by Emerald with Section 11 of this Agreement, a third party beneficiary of

Sections 1, 2, 4, 6.3, 6.4, 6.7, 6.8, 6.13, 8.1(a)(vi), 10.2, the first sentence of 10.10(a), the first sentence of 10.10(b), 11 and, only as such provisions relate to actions to be taken prior to the Coniston Closing, 10.3, 10.9(b), 10.9(c) and 10.9(d) of this Agreement; provided, that any claim brought by or on behalf of Emerald against Manchester or Arsenal prior to the Emerald Closing shall be subject to the limitations on liability described in the final sentence of Section 9.1(c), Section 9.4 and the final sentence of Section 9.6 and, provided, further, that notwithstanding anything herein to the contrary, if the Termination Fee (as defined in the Emerald Definitive Agreement) is paid in full and accepted by Emerald in accordance with Section 5.5(g) of the Emerald Definitive Agreement, such payment shall be the sole and exclusive remedy (other than the right to seek specific performance or injunctive relief pursuant to Section 11.6(a)) of Emerald and its Affiliates under this Agreement or any Transaction Document (or with respect to any claims or disputes arising out of or related to this Agreement or any Transaction Document or the transactions contemplated hereby or thereby or to the inducement of any party (including Emerald) to enter into this Agreement or any Transaction Document, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise), and Emerald and its Affiliates shall be precluded from any other remedy (or seeking any other remedy) against Arsenal, Manchester and their respective Affiliates for monetary damages under this Agreement or any Transaction Document (or with respect to any claims or disputes arising out of or related to this Agreement or any Transaction Document or the transactions contemplated hereby or thereby or to the inducement of any party (including Emerald) to enter into this Agreement or any Transaction Document, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise). Except as provided in the immediately foregoing sentence, this Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing express or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Parties any legal or equitable rights or remedies under this Agreement.

11.9 Severability

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Person or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are completed as originally contemplated to the greatest extent possible. Notwithstanding the foregoing, the Parties intend and agree that all provisions regarding consideration to be paid hereunder (including Sections 2.1 and 3.1) are an integral part of this Agreement without which there would be no agreement and are not severable herefrom.

11.10 Entire Agreement

This Agreement and the Transaction Documents constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and the Transaction Documents and supersede all prior agreements and understandings, both oral and written, between Manchester and Arsenal with respect to the subject matter of this Agreement and the Transaction Documents, including the Proposed Deal Structure dated February 5, 2010. The Exhibits and Schedules are an integral part of this Agreement and are incorporated by reference into this Agreement for all purposes.

11.11 Construction

Unless the context of this Agreement otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) references to any gender include the other genders, (iii) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation", (iv) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (v) the terms "day" and "days" mean and refer to calendar day(s) and (vi) the terms "year" and "years" mean and refer to calendar year(s).

11.12 Headings and Captions; Exhibits and Schedules

The headings and captions in this Agreement and in the table of contents are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement. All Annexes, Exhibits and Schedules to this Agreement are integral parts of this Agreement and are incorporated in and made a part of this Agreement as if set forth in full. Certain terms used in this Agreement shall have the meanings ascribed to such terms in Annex 1 hereto. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall have the meanings as defined in this Agreement. All references to Sections or Exhibits contained in this Agreement shall be to Sections or Exhibits of or to this Agreement unless otherwise stated.

[SIGNATURE PAGE FOLLOWS]

SIGNATORIES

IN WITNESS WHEREOF, Manchester and Arsenal have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

MISYS PLC

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

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

ECLIPSYS CORPORATION, solely in its capacity as a third party beneficiary in accordance with Section 11.8 hereof

By: /s/ Philip M. Pead
Name: Philip M. Pead
Title: President and CEO

ANNEX 1

CERTAIN DEFINITIONS

Acceptable Underwriting Agreement shall have the meaning ascribed to such term in Section 2.2(i) hereof.

Accepted IRS Private Letter Ruling shall have the meaning ascribed to such term in Section 10.2(n) hereof.

ACTS shall mean ACT Sigmex Limited, a limited company formed under the Laws of England and Wales and a Subsidiary of Manchester.

Additional Written Consent shall have the meaning ascribed to such term in Section 1.1(a) hereof.

Affiliate shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person. For purposes of this Agreement, Manchester and its Subsidiaries, on the one hand, and Arsenal and its Subsidiaries, on the other hand, shall not be deemed Affiliates of each other.

Agreement shall have the meaning ascribed to such term in the Introduction hereof.

Alternative Core Rulings shall mean those rulings identified as such in Schedule 10.2.

Amended and Restated Relationship Agreement shall mean the Amended and Restated Relationship Agreement to be entered into between the Parties on the Coniston Closing Date substantially in the form attached as Exhibit 12.

Arbitration Notice shall have the meaning ascribed to such term in Exhibit 10.

Arsenal shall mean Arsenal Inc., a Delaware corporation.

Arsenal Arbitration Candidates shall have the meaning ascribed to such term in Exhibit 10.

Arsenal Constitutional Documents shall mean the Third Amended and Restated Certificate of Incorporation and By-laws of Arsenal.

Arsenal Exchange shall have the meaning ascribed to such term in the Recitals hereof.

Arsenal Group Member shall mean (i) Arsenal and its Affiliates, (ii) the directors and officers of each of Arsenal and its Affiliates and (iii) the respective successors and assigns of each of the foregoing.

Arsenal Material Adverse Effect shall mean any event, occurrence, fact, condition, effect, change or development (any one or more of which is referred to in this definition as a "Circumstance" and collectively as "Circumstances") that, individually or when taken together with all other Circumstances, is, or is reasonably expected to be, materially adverse to the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of Arsenal and its Subsidiaries, taken as a whole; provided, however, that none of the following shall constitute, and no event, effect, change or development to the extent resulting from any of the following, shall constitute, or be taken into account in determining whether there has been, an Arsenal Material Adverse Effect: (i) any Circumstances affecting the national or world economy or financial, banking, credit, securities or commodities markets, taken as a whole, except to the extent Arsenal is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which Arsenal operates;

(ii) any Circumstances generally affecting the industries in which Arsenal or its Subsidiaries operate, except to the extent Arsenal is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which Arsenal operates; (iii) any Circumstances resulting from or arising out of the announcement of this Agreement, the Emerald Definitive Agreement or the transactions contemplated hereby or thereby (including any shareholder or derivative litigation arising from or relating to this Agreement, the Emerald Definitive Agreement or the transactions contemplated hereby or thereby) or the performance of this Agreement or the Emerald Definitive Agreement; (iv) any Circumstances relating to the loss in whole or in part of any business relationship with any customer or client of Arsenal or any of its Subsidiaries set forth in Section 9.1 of the Parent Disclosure Letter (as defined in the Emerald Definitive Agreement), other than as a result of the valid termination by a customer or client of any written Contract (as defined in the Emerald Definitive Agreement) due to the breach by Arsenal or any of its Subsidiaries of its obligations under any written Contract to license material Parent Owned Intellectual Property Rights (as defined in the Emerald Definitive Agreement) or perform material services related to such licenses required to be licensed or performed, respectively, under such written Contract; (v) any failure by Arsenal to meet any analysts' revenue or earnings projections or Arsenal guidance, in and of themselves, or any failure by Arsenal to meet any of Arsenal's internal or published revenue or earnings projections or forecasts, in and of themselves, or any decline in the trading price or trading volume of the Arsenal Shares, in and of themselves (it being understood that any Circumstance giving rise to any such failure or decline, other than a Circumstance set forth in clauses (i) through (iv) above or clauses (vi) through (ix) below, may be deemed to constitute, and may be taken into account in determining whether there has been, or is reasonably expected to be, an Arsenal Material Adverse Effect); (vi) any effect resulting from changes in Laws or accounting principles, in each case, after the date of this Agreement; (vii) any effect resulting from any outbreak or escalation of hostilities, the declaration of a national emergency or war, or the occurrence of any act of terrorism; (viii) any Circumstance arising or resulting from any material breach of the Emerald Definitive Agreement by Emerald or its Affiliates; or (ix) any increase in the cost of or decrease in the availability of financing to Arsenal or Merger Sub with respect to the Coniston Transaction.

Arsenal Right of First Refusal shall have the meaning ascribed to such term in Section 2.2(b) hereof.

Arsenal Shares shall mean the issued and outstanding shares of common stock of Arsenal, par value $0.01 per share.

Arsenal Stockholder Approval shall mean the approval of the Emerald Transaction by the affirmative vote of the holders of a majority in voting power of Arsenal Shares present in person or represented by proxy at a meeting held for such purpose.

Arsenal Written Consent shall have the meaning ascribed to such term in Section 1.1(a) hereof.

Audit Closing Evidence shall have the meaning ascribed to such term in Section 10.10(a) hereof.

business day shall mean any day except Saturday, Sunday or any day on which banks or stock exchanges are generally not open for business in the City of New York, New York or the City of London, England.

Circular shall have the meaning ascribed to such term in Section 6.3 hereof.

Claimed Defect shall have the meaning ascribed to such term in Section 10.2(h) hereof.

Claim Notice shall have the meaning ascribed to such term in Section 9.5 hereof.

Code shall mean the United States Internal Revenue Code of 1986, as amended.

Commitment Letter shall have the meaning ascribed to such term in Section 5.6(a) hereof.

Company Group shall mean any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that, any time on or before the Coniston Closing Date, includes or has included Newco or any predecessor of or successor to Newco (or another such predecessor or successor), or any other group of corporations that, at any time on or before the Coniston Closing Date, files or has filed Tax Returns on a combined, consolidated or unitary basis with Newco or any predecessor of or successor to Newco (or another such predecessor or successor), but in no event shall include any such group that also includes Arsenal.

Coniston Closing shall have the meaning ascribed to such term in Section 2.3 hereof.

Coniston Closing Date shall have the meaning ascribed to such term in Section 2.3 hereof.

Coniston Condition shall mean the condition set forth in Section 6.1(f) of the Emerald Definitive Agreement.

Coniston Transaction shall have the meaning ascribed to such term in the Recitals hereof.

Contingent Repurchase shall have the meaning ascribed to such term in Section 3.1 hereof.

Contingent Repurchase Closing shall have the meaning ascribed to such term in Section 3.2 hereof.

Contingent Repurchase Closing Date shall have the meaning ascribed to such term in Section 3.2 hereof.

Contingent Repurchase Consideration shall mean $101,600,000.

Contingent Repurchase Election Notice shall have the meaning ascribed to such term in Section 3.1 hereof.

Contingent Repurchase Shares shall mean the number of Arsenal Shares held by Manchester or its Affiliates that can be purchased for the Contingent Repurchase Consideration at a price per Arsenal Share equal to $19.12.

Contract shall mean any written or oral contract, agreement, lease, plan, instrument or other document, commitment, arrangement, undertaking, practice or authorization that is or may be binding on any Person or its property under applicable Law.

Control (including, with its correlative meanings, **Controlled by** and **under common Control with**) shall mean, with respect to any Person, any of the following: (a) ownership, directly or indirectly, by such Person of equity securities entitling it to exercise in the aggregate more than fifty percent (50%) of the voting power of the entity in question or (b) the possession by such Person of the power, directly or indirectly, to elect a majority of the board of directors (or equivalent governing body) of the entity in question.

Core Rulings shall mean those rulings identified as such in Schedule 10.2.

Dismissed Objection Notice shall have the meaning ascribed to such term in Section 10.2(k) hereof.

DGP shall mean Misys US DGP, a Delaware general partnership and a Subsidiary of Manchester.

Emerald shall mean Emerald Corporation, a Delaware corporation.

Emerald Closing shall have the meaning ascribed to such term in the Recitals hereof.

Emerald Definitive Agreement shall mean the Agreement and Plan of Merger to be dated as of the date hereof between Arsenal, Merger Sub and Emerald a final form of which is attached as Exhibit 4.

Emerald Stockholder Approval shall mean the approval of the Emerald Transaction by the affirmative vote of a majority of outstanding shares of Emerald common stock entitled to vote thereon.

Emerald Transaction shall have the meaning ascribed to such term in the Recitals hereof.

Excess shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Excess Deduction Amount shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Excess Historic Guarantee Notice shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Excess Historic Unreleased Amount shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Excess PLR Guarantee Notice shall have the meaning ascribed to such term in Section 10.10(a) hereof.

Excess PLR Unreleased Amount shall have the meaning ascribed to such term in Section 10.10(a) hereof.

Exchange Act shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Exchange Shares shall have the meaning ascribed to such term in the Recitals hereof.

Exchange Sub shall have the meaning ascribed to such term in Section 1.1(c) hereof.

Family Member shall mean, with respect to any Person, a spouse, parent, child or sibling of such Person.

Financing shall have the meaning ascribed to such term in Section 5.6(a) hereof.

Financing Source shall have the meaning ascribed to such term in Section 5.6(a) hereof.

Fixed Release Date shall mean, with respect to the relevant provision of Section 10.10, the fixed date set forth in subclause (y) of Section 10.10(a) (or the date set forth in Section 10.10(a)(i) in lieu thereof) and each of the fixed dates set forth in the last subclause of each of Sections 10.10(b)(i) through (iv), as may be modified pursuant to this Agreement.

Floor Price shall have the meaning ascribed to such term in Section 2.2(a) hereof.

Governmental Authority shall mean any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

Governmental Authorization shall mean any permit, consent, approval, authorization, waiver, grant, concession, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Governmental Authority.

Greenshoe shall have the meaning ascribed to such term in Section 2.2(a) hereof.

Greenshoe Closing shall have the meaning ascribed to such term in Section 2.2(m) hereof.

Historic Bank Guarantee shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Historic Bank Guarantor shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Historic Tax Conditions shall have the meaning ascribed to such term in Section 10.10(c) hereof.

HP Mercury Licence shall mean the suite of licence agreements entered into between Manchester International Banking Systems Inc. and Hewlett Packard, further details of which are contained in Schedule B to the Transitional Services Agreement.

HSR Act shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Indemnified Party shall have the meaning ascribed to such term in Section 9.5(a) hereof.

Indemnitor shall have the meaning ascribed to such term in Section 9.5(a) hereof.

Independent Arbitrator shall mean an individual who (i) is or was a partner specializing in private letter ruling submissions to the IRS and is or was experienced in advising clients with respect to tax aspects of complex corporate transactions, in each case at a nationally recognized accounting firm, (ii) is not, and has not been, a director, executive officer or employee of Arsenal, Manchester or Emerald, (iii) is not an individual having a relationship which, in the reasonable judgment of each of the Parties, would interfere with the exercise of independent judgment in carrying out the responsibilities of an independent arbitrator, (iv) has not accepted, and does not have a Family Member who has accepted, any compensation from Arsenal, Manchester or Emerald within three years preceding the date of this Agreement, (v) is not a Family Member of an individual who is, or at any time during the three years preceding the date of this Agreement was, employed by Arsenal, Manchester or Emerald, (vi) is not, or does not have a Family Member who is, a partner in, or a controlling shareholder or an executive officer of, any organization to which Arsenal, Manchester or Emerald has made, or from which Arsenal, Emerald or Manchester has received, payments for property or services in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenues for that year, or $200,000, whichever is less, (vii) is not, or does not have a Family Member who is, employed as an executive officer of another entity where at any time during the past three years any of the executive officers of Arsenal, Manchester or Emerald serve on the compensation committee of such other entity or (viii) is not employed by the outside auditor of any of Arsenal, Emerald or Manchester, or is not or does not have a Family Member who is a current partner of the outside auditor of any of Arsenal, Emerald or Manchester, or was not a partner or employee of any such outside auditor who worked on the audit of Arsenal, Emerald or Manchester at any time during any of the past three years.

India Lease shall mean the lease agreement with respect to the building known as the Maruthi Infotech Center in Bangalore, India entered into between Manchester Software Solutions (India) Private Limited and G. Jayaram Reddy, dated February 12, 2010.

India Migration Plan shall have the meaning ascribed to such term in Section 6.13(a) hereof.

IRS shall mean the United States Internal Revenue Service.

IRS Private Letter Ruling shall mean a letter ruling from the IRS addressed to Newco (or DGP, its predecessor) and/or Arsenal issued pursuant to the IRS Private Letter Ruling Request.

IRS Private Letter Ruling Request shall mean the formal written submission delivered to the IRS requesting the IRS Private Letter Ruling pursuant to Section 10.2.

Kapiti shall mean Kapiti Limited, a limited company formed under the Laws of England and Wales and a Subsidiary of Manchester.

Knowledge shall mean, with respect to Arsenal, the actual knowledge of Glen Tullman, Lee Shapiro, Bill Davis, Brian Vandenberg or Lisa Garrett and, with respect to Manchester, the actual knowledge of Stephen Wilson, Mike Lawrie, Tom Kilroy or Tim Homer.

Launch Date shall have the meaning ascribed to such term in Section 2.2(c) hereof.

Launch Demand shall have the meaning ascribed to such term in Section 2.2(e) hereof.

Launch Notice shall have the meaning ascribed to such term in Section 2.2(c) hereof.

Law shall mean all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), rules, regulations, ordinances or codes of any Governmental Authority, and (b) orders, decisions, injunctions, judgments, awards, decrees and Governmental Authorizations of any Governmental Authority.

Lead Underwriters shall have the meaning ascribed to such term in Section 2.2(c) hereof.

Lien shall mean, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance, title defect, easement, tenancy, right-of-way, license, use restriction, claim, hypothecation, assignment, preemptive right, option, right of first refusal, right of first offer, right of consent, restrictive covenant or other right, title or interest of any third party, in any such case relating to such property or asset.

Losses shall mean any and all claims, losses, liabilities, damages (including fines, penalties, and criminal or civil judgments and settlements), costs (including court costs and environmental and other investigation and removal costs) and expenses (including reasonable attorneys', environmental consultants' and accountants' fees).

Manchester shall mean Misys plc, a public limited company formed under the Laws of England and Wales.

Manchester Arbitration Candidates shall have the meaning ascribed to such term in Exhibit 10.

Manchester Bank Account shall mean:

Bank Name:	National Westminster Bank PLC
Branch:	City of London
SWIFT:	NWBKGB2L
Account Name:	Misys plc — Treasury Account
Account Number:	42060915
Currency:	USD
Correspondent Bank:	JP Morgan Chase Bank, New York (ABA Routing No. 021000021) SWIFT: CHASUS33

Manchester Greenshoe Limit shall have the meaning ascribed to such term in Section 2.2(b) hereof.

Manchester Group Member shall mean (i) Manchester and its Affiliates, (ii) the directors and officers of each of Manchester and its Affiliates and (iii) the respective successors and assigns of each of the foregoing.

Manchester India Employees shall mean those employees of Manchester (or its Affiliates) located in Bangalore, India who have been assigned to work exclusively on Arsenal software development matters and who are to be identified in further detail within the India Migration Plan.

Manchester Shareholder Approval shall have the meaning ascribed to such term in Section 6.3 hereof.

Manchester Shareholders Meeting shall have the meaning ascribed to such term in Section 6.3 hereof.

Market Disruption shall mean any period in which (i) trading generally, or trading in Arsenal Shares, shall have been suspended or materially limited on, or by, as the case may be, the Nasdaq National Market or the New York Stock Exchange, (ii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iii) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets, currency exchange rates or controls or any calamity or crisis, which, in the case of any of clauses (ii), (iii) or (iv) above makes it impracticable, in the reasonable good faith judgment of the board of directors of Manchester after receipt of advice from the Lead Underwriters, for the Minimum Secondary Offering Shares to be sold to the public by the Underwriters at a price of not less than the Floor Price.

Market Holiday shall mean August 16, 2010 through September 6, 2010 inclusive.

Merger Sub shall have the meaning ascribed to such term in the Emerald Definitive Agreement.

Minimum Secondary Offering Shares shall have the meaning ascribed to such term in Section 2.2(a) hereof.

MPL shall mean Misys Patriot Limited, a limited company formed under the Laws of England and Wales and a Subsidiary of Manchester.

MPUSH shall mean Misys Patriot US Holdings LLC, a Delaware limited liability company and a Subsidiary of Manchester.

Newco shall mean [US Newco], a Delaware corporation and a Subsidiary of Manchester.

Newco Shares shall have the meaning ascribed to such term in the Recitals hereof.

Non-Core Rulings shall mean those rulings identified as such in Schedule 10.2.

Objection Notice shall have the meaning ascribed to such term in Section 10.2(e) hereof.

Offering Conditions shall have the meaning ascribed to such term in Section 2.2(j) hereof.

Order shall mean any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Authority or any arbitrator.

Outside Date shall have the meaning ascribed to such term in Section 8.1(a)(ii) hereof.

Parties shall mean Manchester and Arsenal, with each being a **Party**.

Person shall mean any natural person, business trust, corporation, partnership, limited liability company, joint stock company, proprietorship, association, trust, joint venture, unincorporated association or any other legal

entity of whatever nature organized under any applicable Law, an unincorporated organization or any Governmental Authority.

PLR Bank Guarantee shall have the meaning ascribed to such term in Section 10.10(a) hereof.

PLR Bank Guarantor shall have the meaning ascribed to such term in Section 10.10(a) hereof.

Post-Closing Franchise Taxes shall have the meaning ascribed to such term in Section 10.7 hereof.

Post-Closing Franchise Tax Conditions shall have the meaning ascribed to such term in Section 10.10(c) hereof.

Post-Closing Tax Period shall mean any Tax period beginning after the Coniston Closing Date or, with respect to a Tax period that begins before the Coniston Closing Date and ends thereafter, the portion of such Tax period beginning immediately after the Coniston Closing Date.

Pre-Closing Tax Period shall mean any Tax period ending at or before the Coniston Closing Date or, with respect to a Tax period that begins before the Coniston Closing Date and ends thereafter, the portion of such Tax period that ends as of the Coniston Closing Date.

Proceeding shall mean any action, litigation, suit, proceeding or formal investigation or review of any nature, civil, criminal, regulatory or otherwise, before any Governmental Authority.

Reduction Notice shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Registration Rights Agreement shall mean the Registration Rights Agreement entered into between the Parties concurrently with this Agreement in the form attached as Exhibit 13.

Rejection Notice shall have the meaning ascribed to such term in Section 10.2(j) hereof.

Relationship Agreement shall mean the Relationship Agreement between the Parties dated as of March 17, 2008, as amended by the First Amendment to the Relationship Agreement, dated as of August 14, 2008, and the Second Amendment to the Relationship Agreement, dated as of January 5, 2009.

Relevant Provisions shall have the meaning ascribed to such term in Section 2.2(j) hereof.

Repurchase Consideration shall have the meaning ascribed to such term in Section 2.1 hereof.

Repurchase Shares shall have the meaning ascribed to such term in Section 2.1 hereof.

Restructuring Slides shall mean the document attached as Schedule 10.1.

SEC shall mean the U.S. Securities and Exchange Commission.

Secondary Offering shall have the meaning ascribed to such term in Section 2.2(a) hereof.

Secondary Offering Proceeds shall mean the aggregate proceeds of the Secondary Offering (including the Greenshoe) after the underwriting discount.

Secondary Offering Registration Statement shall have the meaning ascribed to such term in Section 2.2(j) hereof.

Secondary Offering Shares shall have the meaning ascribed to such term in the Recitals hereof.

Securities Act shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Solvent when used with respect to any Person shall mean that, as of any date of determination, (i) the assets of such Person at a "fair valuation" will as of such date, exceed the amount of all of its "liabilities of such Person, contingent or otherwise", as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors; (ii) the "present fair saleable value" of the assets of such Person will, as of such date, be greater than "the amount that will be required to pay the probable liability of such Person on its existing debts as such debts become absolute and matured", as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors; (iii) the remaining assets of such Person as of such date, will not be "unreasonably small" nor constitute an "unreasonably small capital" in relation to the business or transaction(s) in which it is engaged or is about to engage, as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors; and (iv) such Person will be able to pay its debts as they become due. For purposes of this definition, (a) "debt" means liability on a "claim" and (b) "claim" means any (1) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (2) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

Solvency Letter shall mean a letter delivered by a nationally recognized valuation firm mutually acceptable to Arsenal and Manchester, in a form reasonably acceptable to Arsenal and Manchester and addressed to the Board of Directors of Arsenal and, if requested by Arsenal, the Financing Source providing the Financing, indicating that, immediately after the Coniston Closing and after giving effect to the transactions contemplated hereby, including the Financing and any alternative financing permitted by this Agreement and the payment of the Repurchase Consideration and all related fees and expenses, Arsenal will be Solvent.

Special Offering Conditions shall have the meaning ascribed to such term in Section 2.2(e) hereof.

Straddle Period shall mean any taxable year or period beginning on or before and ending after the Coniston Closing Date.

Subsidiary shall mean, 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.

Takeover Laws shall mean any "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transactions" or "business combination statute or regulation" or other similar state antitakeover Laws or regulations.

Tax or **Taxes** shall mean (i) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value-added, transfer, stamp, or environmental tax (including taxes under Code Section 59A), escheat payments or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Authority and (ii) any liability for the payment of amounts determined by reference to amounts described in clause (i) as a result of any obligation under any Tax sharing arrangement, tax indemnification obligation or as transferee or successor.

Tax Claim shall have the meaning ascribed to such term in Section 10.8 hereof.

Tax Return shall mean any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

Taxing Authority shall mean any Governmental Authority responsible for the imposition of any Tax.

Termination Launch Demand shall have the meaning ascribed to such term in Section 2.2(g) hereof.

Third Person Claim shall have the meaning ascribed to such term in Section 9.5(b) hereof.

Tranche shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Tranche Amount shall have the meaning ascribed to such term in Section 10.10(b) hereof.

Transaction Documents shall mean the Voting Agreement, the Registration Rights Agreement, the Transitional Services Agreement and the Amended and Restated Relationship Agreement.

Transaction Tax Conditions shall have the meaning ascribed to such term in Section 10.10(c) hereof.

Transaction Taxes shall mean Taxes imposed on Newco, or for which Newco would otherwise be liable, in each case that would not have been so imposed, or for which Newco would not have otherwise been so liable, but for the Transactions.

Transactions shall mean (i) all transactions contemplated by this Agreement, (ii) the transactions contemplated by the Restructuring Slides and (iii) all transactions described in the IRS Private Letter Ruling, the IRS Private Letter Ruling Request or any supplement thereto, in each case including all related transactions (including the transactions contemplated by the US Reorganization) and excluding in all cases (a) the Emerald Transaction and (b) any disposal of Arsenal Shares by Newco (or any successor) after the Coniston Closing Date other than as contemplated by this Agreement, the Restructuring Slides, the IRS Private Letter Ruling, the IRS Private Letter Ruling Request or any supplement thereto.

Transfer Taxes shall mean all transfer, documentary, sales, use, stamp registration and other similar Taxes.

Transitional Services Agreement shall mean the Transitional Services Agreement to be entered into between the Parties on the Coniston Closing Date substantially in the form attached as Exhibit 14.

UCC shall mean the Uniform Commercial Code of the State of Delaware.

Underwriters shall have the meaning ascribed to such term in Section 2.2(a) hereof.

Underwriting Agreement shall mean the Underwriting Agreement to be entered into among Manchester, Arsenal and the lead Underwriters of the Secondary Offering.

US Reorganization shall have the meaning ascribed to such term in the Recitals hereof.

Valid Objection Notice shall have the meaning ascribed to such term in Section 10.2(k) hereof.

Voting Agreement shall mean the Voting Agreement entered into among the Parties, Emerald, MPUSH and MPL concurrently with this Agreement in the form attached as Exhibit 6.

Written Consents shall have the meaning ascribed to such term in Section 1.1(a) hereof.

Exhibit 1

Form of Amendment to Arsenal Second Amended and Restated Certificate of Incorporation

THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is Allscripts-Misys Healthcare Solutions, Inc. (the "Corporation").

2. The Corporation was originally incorporated under the name Allscripts Holding, Inc. by the filing of a Certificate of Incorporation with the Secretary of State of the State of Delaware on July 11, 2000. An Amended and Restated Certificate of Incorporation changing the name of the Corporation from Allscripts Holding, Inc., to Allscripts Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on November 28, 2000. A Second Amended and Restated Certificate of Incorporation changing the name of the Corporation from Allscripts Healthcare Solutions, Inc. to Allscripts-Misys Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on October 10, 2008.

3. The Corporation's Second Amended and Restated Certificate of Incorporation is hereby amended and restated pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, so as to read in its entirety in the form attached hereto as Exhibit A and incorporated herein by reference (Exhibit A and this Certificate collectively constituting the Corporation's Third Amended and Restated Certificate of Incorporation).

4. This amendment and restatement of the Second Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation having adopted resolutions setting forth such amendment and restatement, declaring its advisability, and directing that it be submitted to the stockholders of the Corporation for their approval, and the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted having consented to the adoption of such amendment and restatement.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Third Amended and Restated Certificate of Incorporation of the Corporation on the [_____] day of [_____], 2010.

ALLSCRIPTS-MISYS HEALTHCARE
SOLUTIONS, INC.

By: _____
Name:
Title:

Exhibit A

THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "Certificate of Incorporation")

FIRST. The name of the corporation is ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business and the objects and purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, provided that the Corporation shall not have the power to issue shares of capital stock in the Corporation, or any bonds, notes, debentures or other obligations or securities convertible or exchangeable into or exercisable for any such shares, in violation of Section 9 of the Relationship Agreement, dated as of March 17, 2008 (as may be amended from time to time, the "Relationship Agreement"), between the Corporation and Misys plc ("Misys") for so long as such Section 9 of the Relationship Agreement is in effect.

FOURTH.

1. Authorized Shares. The total number of shares of stock of all classes which the Corporation shall have authority to issue is three hundred fifty million (350,000,000), of which one million (1,000,000) shall be shares of Preferred Stock with a par value of $0.01 per share ("Preferred Stock"), and three hundred forty-nine million (349,000,000) shall be shares of Common Stock with a par value of $0.01 per share ("Common Stock").

2. Preferred Stock.

(a) The Preferred Stock shall be issuable in series, and in connection with the issuance of any series of Preferred Stock and to the extent now or hereafter permitted by the laws of the State of Delaware, the designation of each series, the stated value of the shares of each series, the dividend rate or rates of each series (which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time) and the date or dates and other provisions respecting the payment of dividends, the provisions, if

any, for a sinking fund for the shares of each series, the preferences of the shares of each series in the event of the liquidation or dissolution of the Corporation, the provisions, if any, respecting the redemption of the shares of each series and, subject to requirements of the laws of the State of Delaware, the voting rights (except that such shares shall not have more than one vote per share), the terms, if any, upon which the shares of each series shall be convertible into or exchangeable for any other shares of stock of the Corporation and any other relative, participating, optional or other special rights, preferences, powers, and qualifications, limitations or restrictions thereof, of the shares of each series, shall, in each case, be fixed by resolution of the Board of Directors.

(b) Preferred Stock of any series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall constitute authorized but unissued Preferred Stock.

(c) All shares of any series of Preferred Stock, as between themselves, shall rank equally and be identical (except that such shares may have different dividend provisions); and all series of Preferred Stock, as between themselves, shall rank equally and be identical except as set forth in the resolutions authorizing the issuance of such series.

3. Common Stock.

(a) After dividends to which the holders of Preferred Stock may then be entitled under the resolutions creating any series thereof have been declared and after the Corporation shall have set apart the amounts required pursuant to such resolutions for the purchase or redemption of any series of Preferred Stock, the holders of Common Stock shall be entitled to have dividends declared in cash, property, or other securities of the Corporation out of any profits or assets of the Corporation legally available therefor, if, as and when such dividends are declared by the Corporation's Board of Directors upon an affirmative vote of a majority of the entire Board of Directors.

(b) In the event of the liquidation or dissolution of the Corporation's business and after the holders of Preferred Stock shall have received amounts to which they are entitled under the resolutions creating such series, the holders of Common Stock shall be entitled to receive ratably the balance of the Corporation's assets available for distribution to stockholders.

(c) Each share of Common Stock shall be entitled to one vote upon all matters upon which stockholders have the right to vote, but shall not be entitled to vote for the election of any directors who may be elected by vote of the Preferred

Stock voting as a class if so provided in the resolution creating such Preferred Stock pursuant to Article FOURTH, Section 2(a) hereof.

4. Preemptive Rights. Except as expressly agreed in writing by the Corporation, including, without limitation, the Relationship Agreement, no stockholder of any shares of the Corporation by reason of such stockholder holding shares of any class or series of capital stock of the Corporation shall have any preemptive right to subscribe for or to acquire any additional shares of the Corporation of the same or of any other class whether now or hereafter authorized or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares.

FIFTH. The Corporation is to have perpetual existence.

SIXTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH:

1. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, the number of directors of the Corporation shall be fixed at ten (10). At each annual meeting of the stockholders of the Corporation, directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

2. Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the By-Laws of the Corporation.

3. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, in accordance with Section 141(a) of the General Corporation Law of the State of Delaware, and except as otherwise set forth above, the full and exclusive power and authority otherwise conferred on the Board of Directors to evaluate director candidates and nominate persons to stand for election to the Board of Directors or to fill any newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause shall be exercised and performed by the persons comprising the Independent Nominating Committee or the Nominating and Governance Committee, as the case may be, and as set forth in Article SEVENTH, Section 7. Any director appointed in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of the stockholders following such director’s appointment.

4. Subject to any rights of the holders of Preferred Stock to elect directors as a class, a director may be removed with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy at a meeting of stockholders.

5. The Board of Directors, by the affirmative vote of the majority of the entire Board of Directors, shall elect a director to serve as Chairman of the Board of Directors promptly following each election of the Board of Directors at each annual meeting of stockholders.

6. In furtherance of the powers conferred by statute, the Board of Directors is expressly authorized and shall have sole authority, by affirmative vote of the majority of the entire Board of Directors to approve the annual operating budget and the capital budget, and any material changes to either.

7. Committees.

(a). The Board of Directors may, pursuant to this Certificate of Incorporation or the By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in this Certificate of Incorporation, the By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Independent Nominating Committee, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors (collectively, the "Committees").

(i) Each Committee must consist of two (2) or more of the Directors of the Corporation, one (1) of which must be a member of the Independent Nominating Committee.

(ii) The Board of Directors, by resolution approved by a majority of the entire Board of Directors, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(iii) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the Board of Directors.

(iv) Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

(v) All of the members of a Committee shall constitute a quorum for the transaction of business at any meeting of such Committee. The Act of the majority of the members of a Committee at a meeting at which a quorum is present shall be the act of such Committee, unless otherwise set forth herein or in the charter to such Committee.

(b) The Audit Committee shall consist of three (3) Receiver Directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this paragraph (b):

(i) an independent Director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations ("Nasdaq"), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq; and

(ii) a financial expert will be an individual fulfilling the requirements of the definition set forth by the Securities and Exchange Commission in Item 407 of Regulation S-K.

(c) The Independent Nominating Committee shall consist of three (3) directors initially designated as Receiver Directors by the Board of Directors as of October 10, 2008 and each other person nominated to election or appointment to the Board of Directors pursuant to this paragraph (c) (the "Receiver Directors") and shall have such powers and responsibilities as determined in the independent nominating committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(i) the sole authority to nominate to the Board of Directors three (3) independent Directors and the chief executive officer to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation; and

(ii) the sole authority to appoint to the Board of Directors replacements for vacancies of Receiver Directors and the directorship held by the chief executive officer, resulting from death, resignation, disqualification, removal or

other cause, provided that any such appointment for replacement of the directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated as set forth in the By-Laws.

(d) The Nominating and Governance Committee shall consist of three (3) directors designated as members of such committee as of October 10, 2008 and each other person designated as a member of the Nominating and Governance Committee resulting from any vacancies therein, two (2) of whom shall be Directors having been nominated by the Nominating and Governance Committee and one (1) of whom shall either be a Receiver Director or the chief executive officer, and shall have such powers and responsibilities as determined in the nominating and governance committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(i) The sole authority to nominate six (6) Directors, other than those Directors nominated by the Independent Nominating Committee, to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws;

(ii) the sole authority to appoint replacements for vacancies of Directors previously nominated by the Nominating and Governance Committee, resulting from death, resignation, disqualification, removal or other cause; and

(iii) the authority to establish governance principles.

(e) The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver Directors and one (1) of whom shall be the Chairman of the Board of Directors. The Compensation Committee shall have such powers and responsibilities as determined in the compensation committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute "performance-based compensation" within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the compensation committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two "outside directors" within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

(f) The following actions must be approved by the Audit Committee and the majority of the entire Board of Directors:

(i) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(ii) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

(iii) Any change or modification to the audit committee charter in effect on October 10, 2008.

8. Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasonable fees, salaries, or other compensation for their services, as determined from time to time by the Board of Directors, and to reimbursement for their expenses as such members. Nothing herein contained shall preclude any director from serving the Corporation or its subsidiaries or affiliates in any other capacity and receiving compensation therefor.

EIGHTH: Both stockholders and directors shall have power, if the By-Laws so provide, to hold their meetings and to have one or more offices within or without the State of Delaware.

Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such stockholders or may be effected by consent in writing by such stockholders as may be provided in the By-Laws. Except as otherwise required by law and subject to the rights of the holders of Preferred Stock, special meetings of stockholders may be called only by the Chairman of the Board of Directors on his own initiative or by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors.

NINTH: The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation by the affirmative vote of a majority of the entire Board of Directors; provided, that Articles III, IV, V and VIII of the By-Laws may only be amended by the Board of Directors by the vote of both a majority of the entire Board of Directors and a majority of the members of the Audit Committee.

TENTH:

1. A director of the Corporation, including a member of the Independent Nominating Committee or the Nominating and Governance Committee, shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware, or any other applicable law, is amended to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, or any other applicable law, as so amended. Any repeal or modification of this Article TENTH, Section 1 by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. (a) Each person who has been or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, or any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid

in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in paragraph (b) of this Article TENTH, Section 2 with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article TENTH, Section 2 shall be a contract right. In addition to the right of indemnification, an Indemnitee shall have the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the General Corporation Law of the State of Delaware, or any other applicable law, requires, the payment of such expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article TENTH, Section 2 or otherwise.

(b) If a claim under paragraph (a) of this Article TENTH, Section 2 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the General Corporation Law of the State of Delaware, or any other applicable law, for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, or any other applicable law, nor an actual determination by the Corporation (including its Board of Directors, stockholders or independent legal counsel) that the claimant has not met such

applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in paragraph (b) of this Article TENTH, Section 2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware, or any other applicable law.

(e) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article TENTH, Section 2 with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(f) Any repeal or modification of this Article TENTH, Section 2 shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification.

ELEVENTH. As used in this Certificate of Incorporation, the term the "majority of the entire Board of Directors" means the majority of the total number of directors which the Corporation would have if there were no vacancies, and the term "majority of the Board of Directors" means the majority of the directors present and voting.

TWELFTH. The Corporation has elected to not be governed by Section 203 of the General Corporation Law of the State of Delaware, as permitted under and pursuant to subsection (b)(3) of Section 203 of the General Corporation Law of the State of Delaware.

THIRTEENTH. Except as otherwise provided in this Certificate of Incorporation or as set forth in the By-Laws, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; provided, however, that no amendment, alteration,

modification, waiver or change to Article NINTH, Article TENTH, this Article THIRTEENTH or the first, third or seventh paragraphs of Article SEVENTH may be made without the affirmative vote of the members of the Audit Committee and the affirmative vote of a majority of the members of the entire Board of Directors.

Exhibit 2

Form of Amendment to Arsenal Third Amended and Restated Certificate of Incorporation

FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation formerly known as Allscripts-Misys Healthcare Solutions, Inc. is hereby amended to be ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. (the "Corporation").

2. The Corporation was originally incorporated under the name Allscripts Holding, Inc. by the filing of a Certificate of Incorporation with the Secretary of State of the State of Delaware on July 11, 2000. An Amended and Restated Certificate of Incorporation changing the name of the Corporation from Allscripts Holding, Inc., to Allscripts Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on November 28, 2000. A Second Amended and Restated Certificate of Incorporation changing the name of the Corporation from Allscripts Healthcare Solutions, Inc. to Allscripts -Misys Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on October 10, 2008. A Third Amended and Restated Certificate of Incorporation increasing the number of authorized shares was filed with the Secretary of State of the State of Delaware on [_____], 2010.

3. The Corporation's Third Amended and Restated Certificate of Incorporation is hereby amended and restated pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, so as to read in its entirety in the form attached hereto as Exhibit A and incorporated herein by reference (Exhibit A and this Certificate collectively constituting the Corporation's Fourth Amended and Restated Certificate of Incorporation).

4. This amendment and restatement of the Third Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation having adopted resolutions setting forth such amendment and restatement, declaring its advisability, and directing that it be submitted to the stockholders of the Corporation for their approval; and the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted having consented to the adoption of such amendment and restatement.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Fourth Amended and Restated Certificate of Incorporation of the Corporation on the [_____] day of [_____], 2010.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: _____
Name:
Title:

EXHIBIT A

FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
(the "Certificate of Incorporation")

FIRST. The name of the corporation is ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business and the objects and purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH.

1. Authorized Shares. The total number of shares of stock of all classes which the Corporation shall have authority to issue is three hundred fifty million (350,000,000), of which one million (1,000,000) shall be shares of Preferred Stock with a par value of $0.01 per share ("Preferred Stock"), and three hundred forty-nine million (349,000,000) shall be shares of Common Stock with a par value of $0.01 per share ("Common Stock").

2. Preferred Stock.

(a) The Preferred Stock shall be issuable in series, and in connection with the issuance of any series of Preferred Stock and to the extent now or hereafter permitted by the laws of the State of Delaware, the designation of each series, the stated value of the shares of each series, the dividend rate or rates of each series (which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time) and the date or dates and other provisions respecting the payment of dividends, the provisions, if any, for a sinking fund for the shares of each series, the preferences of the shares of each series in the event of the liquidation or dissolution of the Corporation, the provisions, if any, respecting the redemption of the shares of each series and, subject to requirements of the laws of the State of Delaware, the voting rights (except that such shares shall not have more than one vote per share), the terms, if any, upon which the shares of each series shall be convertible into or

exchangeable for any other shares of stock of the Corporation and any other relative, participating, optional or other special rights, preferences, powers, and qualifications, limitations or restrictions thereof, of the shares of each series, shall, in each case, be fixed by resolution of the Board of Directors.

(b) Preferred Stock of any series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall constitute authorized but unissued Preferred Stock.

(c) All shares of any series of Preferred Stock, as between themselves, shall rank equally and be identical (except that such shares may have different dividend provisions); and all series of Preferred Stock, as between themselves, shall rank equally and be identical except as set forth in the resolutions authorizing the issuance of such series.

3. Common Stock.

(a) After dividends to which the holders of Preferred Stock may then be entitled under the resolutions creating any series thereof have been declared and after the Corporation shall have set apart the amounts required pursuant to such resolutions for the purchase or redemption of any series of Preferred Stock, the holders of Common Stock shall be entitled to have dividends declared in cash, property, or other securities of the Corporation out of any profits or assets of the Corporation legally available therefor, if, as and when such dividends are declared by the Corporation's Board of Directors upon an affirmative vote of a majority of the entire Board of Directors.

(b) In the event of the liquidation or dissolution of the Corporation's business and after the holders of Preferred Stock shall have received amounts to which they are entitled under the resolutions creating such series, the holders of Common Stock shall be entitled to receive ratably the balance of the Corporation's assets available for distribution to stockholders.

(c) Each share of Common Stock shall be entitled to one vote upon all matters upon which stockholders have the right to vote, but shall not be entitled to vote for the election of any directors who may be elected by vote of the Preferred Stock voting as a class if so provided in the resolution creating such Preferred Stock pursuant to Article FOURTH, Section 2(a) hereof.

4. Preemptive Rights. Except as expressly agreed in writing by the Corporation, no holder of any shares of the Corporation by reason of such stockholder holding shares of any class or series of capital stock of the Corporation shall have any preemptive right to subscribe for or to acquire any additional shares of the Corporation of

the same or of any other class whether now or hereafter authorized or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares.

FIFTH. The Corporation is to have perpetual existence.

SIXTH. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH.

1. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, the number of directors of the Corporation shall be fixed from time to time exclusively by the affirmative vote of a majority of the Board of Directors; provided, however, that for the three-year period commencing on the date on which the transactions contemplated by the Agreement and Plan of Merger, dated as of June 9, 2010, among the Corporation, Arsenal Merger Corp. and Eclipsys Corporation (as may be amended from time to time, the "Eclipsys Merger Agreement") are consummated (the "Eclipsys Closing"), the number of directors of the Corporation shall be fixed from time to time during such three-year period solely by the affirmative vote of no less than a two-thirds majority of the entire Board of Directors (a "Supermajority Vote"); provided, further, that, if during such three-year period, the number of Directors that Misys plc ("Misys") shall have the authority to nominate in accordance with Section 3 of the Relationship Agreement (as defined below) is permanently reduced to one (1) or zero (0), then the number of directors of the Corporation shall be fixed at nine (9) during such three-year period unless a different number is approved by the Board of Directors by a Supermajority Vote. Notwithstanding the foregoing, the Board of Directors shall not fix the number of directors in a manner that would prevent any of the Misys Nominating Committee, Eclipsys Nominating Committee or Allscripts Nominating Committee from exercising the authority of each such committee provided for in Article SEVENTH, Section 6 hereof. At each annual meeting of the stockholders of the Corporation, directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

2. Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the By-Laws of the Corporation.

3. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock and except as set forth in Article SEVENTH, Section 6 hereof, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause

shall be filled exclusively by the affirmative vote of a majority of the remaining directors then in office, though less than a quorum, or by a sole remaining director. Any director appointed in accordance with the preceding sentence or Article SEVENTH, Section 6 hereof shall hold office for a term expiring at the annual meeting of the stockholders following such director's appointment.

4. Subject to any rights of the holders of Preferred Stock to elect directors as a class, a director may be removed with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy at a meeting of stockholders.

5. In furtherance of the powers conferred by statute, the Board of Directors is expressly authorized and shall have sole authority, by affirmative vote of the majority of the entire Board of Directors to approve the annual operating budget and the capital budget, and any material changes to either.

6. Committees.

(a) The Board of Directors may, pursuant to this Certificate of Incorporation, or the By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in this Certificate of Incorporation, the By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors.

(b) (i) Upon the closing of the transactions contemplated by the Eclipsys Merger Agreement, each of the Audit Committee, Compensation Committee and Nominating and Governance Committee of the Board of Directors of the Corporation shall be comprised of a majority of Allscripts Directors (as defined below, and, for the avoidance of doubt, a Misys Director (as defined below) shall not constitute an Allscripts Director) and at least one Eclipsys Director (as defined below), and (ii) the Nominating and Governance Committee shall include one (1) Misys Director in accordance with, and to the extent required by, the Amended and Restated Relationship Agreement, dated as of _____, 2010 (as may be amended from time to time, the "Relationship Agreement"), between the Corporation and Misys, which Misys Director shall meet, with respect to the Corporation, the criteria for independence established by the Nasdaq National Market; provided, that if no Misys Director meets such criteria for independence

with respect to the Corporation, then the Nominating and Governance Committee shall not include any Misys Director.

(c) Subject to Article SEVENTH, Section 6(d), the Corporation shall have a Misys Nominating Committee, which shall consist only of directors that have been nominated by Misys pursuant to Section 3 of the Relationship Agreement or appointed pursuant to this Article SEVENTH, Section 6(c) (the "Misys Directors"). The Misys Nominating Committee shall have the following powers and responsibilities: (i) the sole authority to nominate to the Board of Directors up to two (2) Directors in accordance with Section 3 of the Relationship Agreement to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws of the Corporation; provided, however, that if the number of Directors that Misys shall have the authority to nominate in accordance with Section 3 of the Relationship Agreement is permanently reduced to one (1), then the number of Directors that the Misys Nominating Committee shall have the authority to nominate shall be permanently reduced to one (1); provided, further, that if at any time the number of Directors that Misys shall have the authority to nominate in accordance with Section 3 of the Relationship Agreement is permanently reduced to zero, then, the Misys Nominating Committee shall permanently cease to have the authority to nominate any Directors to stand for election by stockholders; and (ii) for so long as the Misys Nominating Committee has the authority to nominate directors to be elected by the stockholders pursuant to subclause (i) above, in the event of the death, resignation, disqualification or removal of a Misys Director, other than the resignation or removal of such Misys Director pursuant to Section 3 of the Relationship Agreement, the sole authority to appoint a Director to fill such vacancy on the Board of Directors. In the event of the death, resignation, disqualification or removal of a Misys Director, other than the resignation or removal of such Misys Director pursuant to Section 3 of the Relationship Agreement, at a time at which Misys retains the authority to nominate at least one (1) Director for election by the stockholders in accordance with Section 3 of the Relationship Agreement and there are no remaining Misys Directors serving on the Misys Nominating Committee, then Misys shall have the right to recommend to the Nominating and Governance Committee a person to fill such vacancy and the Nominating and Governance Committee shall, in accordance with Section 3.2 of the Relationship Agreement and applicable law, appoint such person to the Board of Directors to fill the vacancy.

(d) In the event that Misys's right to nominate Directors for election by stockholders is permanently reduced or eliminated as set forth in Section 3 of the Relationship Agreement then (i) the term of the appropriate number of Misys Directors shall automatically terminate and such Misys Directors shall resign or be removed in accordance with the Relationship Agreement and (ii) the vacancies resulting therefrom shall be filled by the affirmative vote of a majority of the

remaining Directors then in office, though less than a quorum, or by a sole remaining Director, to serve until the next annual meeting of stockholders. In the event that the Misys Nominating Committee permanently ceases to have authority to nominate any Directors for election by stockholders as set forth in Article SEVENTH, Section 6(c)(i) above, the Misys Nominating Committee shall be dissolved and Article SEVENTH, Sections 6(b)(ii), (c) and (d) shall no longer be in effect.

(e) Subject to the proviso of this Article SEVENTH, Section 6(e), upon the closing of the transactions contemplated by the Eclipsys Merger Agreement, the Corporation shall have an Eclipsys Nominating Committee, which shall initially consist of up to three (3) of the Eclipsys Directors (as defined below), and shall have the sole authority to (i) nominate to the Board of Directors up to three (3) Directors to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws of the Corporation and (ii) appoint to the Board of Directors replacements for vacancies of Eclipsys Directors (and vacancies on committees on which such Eclipsys Director served) resulting from the death, resignation, disqualification, removal or other cause of any Eclipsys Director; provided, however, that (x) the authority of the Eclipsys Nominating Committee to nominate to the Board of Directors candidates to stand for election by stockholders shall terminate after the Eclipsys Nominating Committee nominates candidates to stand for election at the Corporation's 2011 annual meeting of stockholders and (y) the authority of the Eclipsys Nominating Committee to appoint to the Board of Directors replacements for vacancies of Eclipsys Directors (and vacancies on committees on which such Eclipsys Director served) resulting from the death, resignation, removal or other cause of any Eclipsys Director shall terminate upon the date of the Corporation's 2011 annual meeting of stockholders. The Eclipsys Nominating Committee shall be dissolved and this Article SEVENTH, Section 6(e) shall no longer be in effect on the earlier of (i) the date on which no Eclipsys Directors are serving on the Board of Directors and (ii) the date immediately following the date that voting on the election of directors occurs as part of the Corporation's 2011 annual meeting of stockholders. Any Director serving on the Eclipsys Nominating Committee shall meet, with respect to the Corporation, the criteria for independence established by the Nasdaq National Market. "Eclipsys Directors" shall mean the three (3) directors designated by Eclipsys Corporation in accordance with the Eclipsys Merger Agreement to serve on the Board of Directors and each other person nominated or appointed to the Board of Directors pursuant to this Article SEVENTH, Section 6(e).

(f) Subject to the proviso of this Article SEVENTH, Section 6(f), upon the closing of the transactions contemplated by the Eclipsys Merger Agreement, the Corporation shall have an Allscripts Nominating Committee, which shall initially

consist of up to three (3) of the Allscripts Directors (as defined below), and shall have the sole authority to (i) nominate to the Board of Directors up to four (4) Directors to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws of the Corporation and (ii) appoint to the Board of Directors replacements for vacancies of Allscripts Directors (and vacancies on committees on which such Allscripts Director served) resulting from the death, resignation, disqualification, removal or other cause of any Allscripts Director; provided, however, that (x) the authority of the Allscripts Nominating Committee to nominate to the Board of Directors candidates to stand for election by stockholders shall terminate after the Allscripts Nominating Committee nominates candidates to stand for election at the Corporation's 2011 annual meeting of stockholders and (y) the authority of the Allscripts Nominating Committee to appoint to the Board of Directors replacements for vacancies of Allscripts Directors (and vacancies on committees on which such Allscripts Director served) resulting from the death, resignation, removal or other cause of any Allscripts Director shall terminate upon the date of the Corporation's 2011 annual meeting of stockholders. The Allscripts Nominating Committee shall be dissolved and this Article SEVENTH, Section 6(f) shall no longer be in effect on the earlier of (i) the date on which no Allscripts Directors are serving on the Board of Directors and (ii) the date immediately following the date that voting on the election of directors occurs as part of the Corporation's 2011 annual meeting of stockholders. Any Director serving on the Allscripts Nominating Committee shall meet, with respect to the Corporation, the criteria for independence established by the Nasdaq National Market. "Allscripts Directors" shall mean the four (4) directors designated by Allscripts in accordance with the Eclipsys Merger Agreement to serve on the Board of Directors and each other person nominated or appointed to the Board of Directors pursuant to this Article SEVENTH, Section 6(f).

(g) If, during the three-year period commencing on the date of the Eclipsys Closing, a vacancy is created on the Board of Directors as a result of (i) the death, resignation, disqualification, removal or other cause of the Independent Director (as defined in the Eclipsys Merger Agreement) or (ii) the number of Directors that Misys shall have the authority to nominate in accordance with Section 3 of the Relationship Agreement is permanently reduced to zero (0), such vacancy shall be filled by the affirmative vote of a majority of the members of the Nominating and Governance Committee of the Board of Directors.

7. Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasonable fees, salaries, or other compensation for their services, as determined from time to time by the Board of Directors, and to reimbursement for their expenses as such members. Nothing herein contained shall preclude any director from serving the Corporation or its subsidiaries or affiliates in any other capacity and receiving compensation therefor.

8. Except as otherwise required by law, special meetings of the stockholders may be called only by the Chairman of the Board of Directors or the Board of Directors in the manner provided in the By-Laws of the Corporation. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting in the manner provided in the By-Laws.

EIGHTH. Both stockholders and directors shall have power, if the By-Laws so provide, to hold their meetings and to have one or more offices within or without the State of Delaware.

Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such stockholders and may not be effected only by consent in writing by such stockholders.

NINTH. Subject to Article VIII of the By-Laws of the Corporation, the Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation by the affirmative vote of a majority of the entire Board of Directors.

TENTH.

1. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware, or any other applicable law, is amended to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, or any other applicable law, as so amended. Any repeal or modification of this Article TENTH, Section 1 by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. (a) Each person who has been or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of

the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, or any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in paragraph (b) of this Article TENTH, Section 2 with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article TENTH, Section 2 shall be a contract right. In addition to the right of indemnification, an Indemnitee shall have the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the General Corporation Law of the State of Delaware, or any other applicable law, requires, the payment of such expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article TENTH, Section 2 or otherwise.

(b) If a claim under paragraph (a) of this Article TENTH, Section 2 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the

expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the General Corporation Law of the State of Delaware, or any other applicable law, for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, or any other applicable law, nor an actual determination by the Corporation (including its Board of Directors, stockholders or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in paragraph (b) of this Article TENTH, Section 2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware, or any other applicable law.

(e) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article TENTH, Section 2 with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(f) Any repeal or modification of this Article TENTH, Section 2 shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification.

ELEVENTH. As used in this Certificate of Incorporation, the term the "majority of the entire Board of Directors" means the majority of the total number of directors which the Corporation would have if there were no vacancies, and the term "majority of the Board of Directors" means the majority of the directors present and voting.

TWELFTH. The Corporation has elected to be governed by Section 203 of the General Corporation Law of the State of Delaware.

THIRTEENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; provided, however, that for so long as Misys retains the authority to nominate at least one Director for election by the stockholders in accordance with Section 3 of the Relationship Agreement and pursuant to Article SEVENTH, Section 6(c) hereof, then Article SEVENTH, Sections 3, 6(b)(ii), 6(c) and 6(d) and this Article THIRTEENTH with respect to such Sections, in addition to any other vote required by law or this Certificate of Incorporation, may be amended only with the affirmative vote of a majority of the entire Board of Directors and the unanimous vote of the Misys Directors or, so long as Misys retains the authority to nominate at least one (1) Director for election by the stockholders in accordance with Section 3 of the Relationship Agreement and pursuant to Article SEVENTH, Section 6(c) hereof and no Misys Director is currently serving, with the written consent of Misys; provided, further, that, for so long as the Eclipsys Nominating Committee retains the authority to nominate Directors for election by the stockholders and appoint replacements of Eclipsys Directors pursuant to Article SEVENTH, Section 6(e) hereof, then Article SEVENTH, Section 6(e) and this Article THIRTEENTH with respect to such Section, in addition to any other vote required by law or this Certificate of Incorporation, may be amended only with the affirmative vote of a majority of the members of the Eclipsys Nominating Committee and the affirmative vote of a majority of the entire Board of Directors; provided, further, that, for so long as the Allscripts Nominating Committee retains the authority to nominate Directors for election by the stockholders and appoint replacements of Allscripts Directors pursuant to Article SEVENTH, Section 6(f) hereof, then Article SEVENTH, Section 6(f) and this Article THIRTEENTH with respect to such Section, in addition to any other vote required by law or this Certificate of Incorporation, may be amended only with the affirmative vote of a majority of the members of the Allscripts Nominating Committee and the affirmative vote of a majority of the entire Board of Directors; provided, further, that, for the three-year period commencing on the Eclipsys Closing Date, Article SEVENTH, Section 1, in addition to any other vote required by law or this Certificate of Incorporation, may be amended only upon the approval of the Board of Directors by a Supermajority Vote; provided, further, that, the penultimate sentence of Article SEVENTH, Section 1 may not be amended with respect to any of the Misys Nominating Committee, Eclipsys Nominating Committee or Allscripts Nominating Committee so long as such committee retains the authority to nominate Directors for

election by the stockholders and appoint replacements of Directors pursuant to Article SEVENTH, Section 6 hereof; provided, further, that, until the date of the Corporation's 2011 annual meeting of the stockholders, Article SEVENTH, Section 3, in addition to any other vote required by law or this Certificate of Incorporation, may be amended only upon the approval of the Board of Directors by a Supermajority Vote.

Exhibit 3

Commitment Letter

EXECUTION VERSION

J.P. MORGAN SECURITIES INC.
JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, New York 10017

BARCLAYS BANK PLC
BARCLAYS CAPITAL
745 Seventh Avenue
New York, New York 10019

UBS SECURITIES LLC
299 Park Avenue
New York, NY 10171
UBS LOAN FINANCE LLC
677 Washington Boulevard
Stamford, CT 06901

June 9, 2010

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart, Suite 2024
Chicago, IL 60654

Attention: William J. Davis, Chief Financial Officer

Allscripts-Misys Healthcare Solutions, Inc.
Senior Secured Credit Facilities
Commitment Letter

Ladies and Gentlemen:

You have advised J.P. Morgan Securities Inc. ("JPMorgan"), JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), Barclays Bank PLC ("Barclays Bank"), Barclays Capital, the investment banking division of Barclays Bank (" Barclays Capital"), UBS Securities LLC ("UBSS") and UBS Loan Finance LLC ("UBS" and together with JPMorgan, JPMorgan Chase Bank, Barclays Bank, Barclays Capital and UBSS, the " Commitment Parties") that Allscripts-Misys Healthcare Solutions, Inc. (the "Borrower") intends to enter into the Transactions described in the introductory paragraph of Exhibit A hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Summary of Terms and Conditions attached hereto as Exhibit A (the "Term Sheet"). The sources and uses of funding for the Transactions are described in the Sources and Uses Table (the " Table") attached hereto as Schedule I.

JPMorgan, Barclays Capital and UBSS are pleased to advise you that they are willing to act as joint lead arrangers and joint bookrunners for the Facilities. Furthermore, (i) JPMorgan Chase Bank is pleased to advise you of its several commitment to provide 55% of the aggregate amount of each of the Facilities, (ii) Barclays Bank is pleased to advise you of its several commitment to provide 30% of the aggregate amount of each of the Facilities and (iii) UBS is pleased to advise you of its several commitment to provide 15% of the aggregate amount of each of the Facilities (JPMorgan Chase Bank,

Barclays Bank and UBS, together, the "Initial Lenders"). This Commitment Letter, the Term Sheet and the Table (collectively, the "Commitment Letter") set forth the terms and conditions on and subject to which the Initial Lenders are willing to make their commitments.

It is agreed that JPMorgan, Barclays Capital and UBSS will act as joint lead arrangers and joint bookrunners in respect of the Facilities (in such capacities, the "Arrangers") and that JPMorgan will have "left" placement in any marketing materials or other documentation used in connection with the Facilities. It is further agreed that JPMorgan Chase Bank will act as the sole administrative agent in respect of the Facilities. You agree that, as a condition to the commitments and agreements hereunder, no other agents, co-agents, bookrunners or arrangers will be appointed, no other titles will be awarded and no compensation will be paid in connection with the Facilities (in each case other than that expressly contemplated by the Term Sheet and the Fee Letter referred to below) unless you and we shall so agree.

You understand that the Facilities will be syndicated and you agree to actively assist the Arrangers in completing timely syndications reasonably satisfactory to the Arrangers and you. We intend to commence syndication efforts promptly, and you agree to actively assist us in completing a syndication reasonably satisfactory to us and you. Such assistance shall include (a) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from your existing banking relationships, (b) direct contact between your senior management and the proposed Lenders and your using commercially reasonable efforts to ensure direct contact between your advisors and the proposed Lenders at mutually convenient times and locations, (c) as set forth in the next paragraph, assistance from you in the preparation of materials to be used in connection with the syndication (collectively, with the Term Sheet, the "Information Materials") and (d) the hosting, with us and your senior management, of one or, if mutually agreed, additional meetings of prospective Lenders at mutually convenient times and locations.

You will assist us in preparing Information Materials, including Confidential Information Memoranda, for distribution to prospective Lenders. If requested, you also will assist us in preparing an additional version of the Information Materials (the " Public-Side Version") to be used by prospective Lenders' public-side employees and representatives ("Public-Siders") who do not wish to receive material non-public information (within the meaning of United States federal securities laws) with respect to the Borrower, the Target, their respective affiliates and any of their respective securities (" MNPI") and who may be engaged in investment and other market related activities with respect to any such entity's securities or loans. Before distribution of any Information Materials, you agree to execute and deliver to us (i) a letter in which you authorize distribution of the Information Materials to a prospective Lender's employees willing to receive MNPI ("Private-Siders") and (ii) a separate letter in which you authorize distribution of the Public-Side Version to Public-Siders and represent that no MNPI is contained therein. You also acknowledge that Commitment Party Public-Siders who are publishing debt analysts may participate in any meetings held pursuant to clause (d) of the preceding paragraph to the extent that such meeting is open to any Public-Siders; provided that such analysts shall not publish any information obtained from such meetings at any time in violation of any confidentiality agreement between you and the relevant Commitment Party Public-Sider.

The Borrower agrees that the following documents may be distributed to both Private-Siders and Public-Siders, unless the Borrower advises the Arrangers in writing (including by email) within a reasonable time prior to their intended distribution that such materials should be distributed only to Private-Siders: (a) administrative materials prepared by the Commitment Parties for prospective Lenders (such as a lender meeting invitation, lender allocation, if any, and funding and closing memoranda), (b) notification of changes in the terms of the Facilities and (c) other materials designated by the Borrower for all prospective Lenders after the initial distribution of Information Materials. If you advise us that any of the foregoing should be distributed only to Private-Siders, then Public-Siders will

not receive such materials without further discussions with you. The Borrower hereby authorizes the Commitment Parties to distribute draft and final definitive documentation with respect to the Facilities (other than any such documentation identified by the Borrower in writing (including by email) within a reasonable time prior to the intended distribution for distribution solely to Private-Siders) to Private-Siders and Public-Siders.

JPMorgan, Barclays Capital and UBSS, in their capacity as Arrangers, will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and, subject to the terms of the Fee Letter, the amount and distribution of fees among the Lenders. In their capacity as Arrangers of the Facilities, JPMorgan, Barclays Capital and UBSS will have no responsibility other than to arrange the syndication as set forth herein and in no event shall be subject to any fiduciary or other implied duties. Additionally, the Borrower acknowledges and agrees that, as Arrangers, JPMorgan, Barclays Capital and UBSS are not advising the Borrower as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Arrangers shall have no responsibility or liability to the Borrower with respect thereto.

To assist us in our syndication efforts, you agree promptly to prepare and provide to us all information with respect to the Borrower and its subsidiaries and the Transactions, including all financial information and projections (the "Projections"), as we may reasonably request in connection with the arrangement and syndication of the Facilities. You hereby represent and covenant that (a) all written information and all oral communication made in Lender meetings and due diligence sessions held in connection with the syndication of the Facilities (other than the Projections and information of a general economic or industry-specific nature) (the "Information") that has been or will be made available to us by you or any of your representatives is or will be, taken as a whole, when furnished, complete and correct in all material respects and does not or will not, taken as a whole, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements thereto) and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you reasonably believe to have been reasonable at the time made and at the time such Projections are made available to the Arrangers (it being understood that any such Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that such Projections will be realized and that actual results may differ from such Projections and that such differences may be material). You understand that in arranging and syndicating the Facilities we may use and rely on the Information and Projections without independent verification thereof.

If any Initial Lender becomes a Defaulting Lender (as defined below), you may, at your sole expense and effort, upon notice to such Initial Lender and the Arrangers, require such Initial Lender to assign and delegate, without recourse, all of its interests, rights and obligations under this Commitment Letter to an assignee selected by you in consultation with the Arrangers (a "Replacement Lender") that shall assume such obligations (which assignee may be another Initial Lender, if such other Initial Lender accepts such assignment). The Arrangers agree to use their commercially reasonable efforts to assist you in identifying a Replacement Lender and effecting any such assignment and delegation (it being understood that such efforts shall not be deemed to require the Arrangers to cause any of their affiliates to agree to become the Replacement Lender). It is understood and agreed that any such assignment and delegation shall not reduce or otherwise affect the commitments in respect of the Facilities of the other

Initial Lenders. For purposes of the foregoing, "Defaulting Lender" shall mean shall mean any Initial Lender that (a) becomes (or is controlled by any person or entity that is) subject to any bankruptcy, insolvency, receivership, conservatorship or other similar proceeding, (b) has (or is controlled by any person or entity that has) become a "defaulting" lender generally in credit agreements to which it is a party (other than actions taken in good faith to exercise or preserve its rights and remedies as a lender) or (c) refuses to execute (after reasonable written notice to such Initial Lender) or, in your reasonable judgment following consultation with the applicable Initial Lender and the Arrangers, materially delays in executing, the definitive credit documentation with respect to the Facilities that has been fully negotiated between you and the Commitment Parties in good faith (the " Credit Documentation"). Notwithstanding the foregoing, no Initial Lender shall be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Initial Lender or a parent company thereof by a governmental authority or an instrumentality thereof.

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to cause to be paid the nonrefundable fees described in the Fee Letter dated the date hereof and delivered herewith (the " Fee Letter").

Each Commitment Party's commitments and agreements hereunder are subject to (a) since May 31, 2009, there not having occurred any Borrower Material Adverse Effect (as defined below), (b) such Commitment Party's reasonable satisfaction that until the earlier of (i) the completion of a Successful Syndication (as hereinafter defined) and (ii) the date that is 60 days following the initial funding of the Facilities, there shall be (or with regards to any portion of such period occurring after the Closing Date shall reasonably be expected to be) no competing offering, placement or arrangement of any debt securities or bank financing by or on behalf of the Borrower or any of its subsidiaries (including any new subsidiaries to be formed or acquired in connection with the Transactions), (c) the Arrangers' having been afforded a period of not less than 45 days following the execution and delivery of this Commitment Letter to syndicate the Facilities, provided that such minimum period shall be extended in case you execute any cure rights pursuant to clause (ii) of clause (f) of this paragraph by the time period from the date written notice is given by the Commitment Parties of noncompliance through the date such noncompliance is cured, (d) the closing of the Facilities on or before December 9, 2010, (e) compliance by you in all material respects with your agreements in clauses (a), (b), (c) and (d) of the fourth paragraph of this Commitment Letter, other than to the extent (i) noncompliance therewith has not materially impeded the syndication of the Facilities or (ii) you shall have cured such noncompliance within 5 business days of having received written notice from the Commitment Parties of such noncompliance (it being agreed that the Commitment Parties shall give you prompt written notice of any such noncompliance); and (f) the other conditions expressly set forth in the Term Sheet. "Borrower Material Adverse Effect" means any event, occurrence, fact, condition, effect, change or development that, individually or when taken together with all other events, occurrences, facts, conditions, effects, changes or developments, is, or is reasonably expected to be, materially adverse to the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of the Borrower and its Subsidiaries, taken as a whole; provided, however, that none of the following shall constitute, and no event, effect, change or development to the extent resulting from any of the following, shall constitute or be taken into account in determining whether there has been a "Borrower Material Adverse Effect": (i) factors affecting the national or world economy or financial, banking, credit, securities or commodities markets, taken as a whole, except to the extent the Borrower and its subsidiaries are adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Borrower and its subsidiaries operate; (ii) conditions generally affecting the industries in which the Borrower or its subsidiaries operate, except to the extent the Borrower and its subsidiaries are adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Borrower and its subsidiaries operate; (iii) factors resulting from or arising out of the announcement of the Merger Agreement, the Misys Agreement or the transactions contemplated thereby

(including any shareholder or derivative litigation arising from or relating to the Merger Agreement, the Misys Agreement or the transactions contemplated thereby) or the performance of the Merger Agreement or the Misys Agreement; (iv) any circumstances relating to the loss in whole or in part of any business relationship with any customer or client of the Borrower or any of its subsidiaries set forth in Section 9.1(A) of the Parent Disclosure Letter, other than as a result of the valid termination by a customer or client of any written contract due to the breach by the Borrower or any of its subsidiaries of its obligations under any such written contract to license material intellectual property rights owned by the Borrower or any of its subsidiaries or perform material services related to such licenses required to be licensed or performed, respectively, under such written contract; (v) any failure by the Borrower to meet any analysts' revenue or earnings projections or Borrower guidance, in and of themselves, or any failure by the Borrower to meet any of the Borrower's internal or published revenue or earnings projections or forecasts, in and of themselves, or any decline in the trading price or trading volume of the common stock of the Borrower, in and of themselves (it being understood that any event, occurrence, fact, condition, effect, change or development giving rise to any such failure or decline, other than an event, occurrence, fact, condition, effect, change or development set forth in clauses (i) through (iv) above or clauses (vi) through (viii) below, may be deemed to constitute, and may be taken into account in determining whether there has been, or is reasonably expected to be, a Borrower Material Adverse Effect); (vi) any effect resulting from changes in laws or accounting principles, in each case, after the date hereof; (vii) any effect resulting from any outbreak or escalation of hostilities, the declaration of a national emergency or war, or the occurrence of any act of terrorism; or (viii) any increase in the cost of or decrease in the availability of financing to the Borrower or its subsidiaries with respect to the Share Repurchases. " Successful Syndication" means that JPMorgan Chase Bank shall hold no more than $60,000,000 of the aggregate commitment amount under the Facilities, Barclays Bank shall hold no more than $50,000,000 of the aggregate commitment amount under the Facilities and UBS shall hold no more than $40,000,000 of the aggregate commitment amount under the Facilities.

You agree (a) to indemnify and hold harmless the Commitment Parties, their affiliates and their respective directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the Facilities, the use of the proceeds thereof, the Transactions or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto or whether brought by the Company, the Guarantors (as defined in the Term Sheet), any of their respective affiliates or any other person or entity, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from (i) the willful misconduct or gross negligence of such indemnified person or any of its affiliates or its or their respective officers, directors, employees or agents or (ii) a material breach by the relevant indemnified person of the express contractual obligations of such indemnified person under this Commitment Letter or the Credit Documentation pursuant to a claim made by the Borrower, and (b) to reimburse each Commitment Party and its affiliates on demand for all out-of-pocket expenses (including due diligence expenses, syndication expenses, consultant's fees and expenses, travel expenses, and reasonable fees, charges and disbursements of counsel) incurred in connection with the Facilities and any related documentation (including this Commitment Letter, the Fee Letter and the Credit Documentation) or the administration, amendment, modification or waiver thereof. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent such damages are found by a final, non-appealable judgment of a court to arise from the gross negligence or willful misconduct of such indemnified person or any of its affiliates or its or their respective officers, directors, employees or agents. In addition, no indemnified person shall be liable for

any special, indirect, consequential or punitive damages in connection with this Commitment Letter, the Fee Letter, the Facilities, the use of the proceeds thereof, the Transactions or any related transaction.

You acknowledge that each Commitment Party and its affiliates (the term "Commitment Party" as used below in this paragraph being understood to include such affiliates) may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. No Commitment Party will use confidential information obtained from you by virtue of the transactions contemplated hereby or its other relationships with you in connection with the performance by such Commitment Party of services for other companies, and no Commitment Party will furnish any such information to other companies. You also acknowledge that no Commitment Party has any obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies. You further acknowledge that each Arranger is a full service securities firm and each Arranger may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of the Borrower and its affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. You waive, to the fullest extent permitted by law, any claims you may have against each Commitment Party for breach of fiduciary duty or alleged breach of fiduciary duty, in each case, in connection with the syndication of the Facilities, and agree that no Commitment Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your stockholders, employees or creditors, in each case, in connection with the syndication of the Facilities.

Each Commitment Party may employ the services of its affiliates in providing certain services hereunder and, in connection with the provision of such services, may exchange with such affiliates, subject to the confidentiality restrictions set forth herein, information concerning you and the other companies that may be the subject of the transactions contemplated by this Commitment Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits afforded such Commitment Party hereunder.

This Commitment Letter shall not be assignable (a) by you without the prior written consent of each Commitment Party (and prior to the Misys Closing (as defined below), the approval of the Audit Committee of the Borrower's Board of Directors) or (b) by any Commitment Party without the prior written consent of each Arranger and you (which consent, in the case of the Borrower prior to the Misys Closing, shall be approved by the Audit Committee of the Borrower's Board of Directors) and any purported assignment without such consent shall be null and void, is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons (it being agreed that (i) each Initial Lender reserves the right in its sole discretion at any time to assign and delegate all or a portion of its commitments in respect of the Facilities hereunder, and to allocate all or a portion of its fees payable in connection therewith, to one or more of its affiliates, provided that no such assignment or delegation shall relieve such Initial Lender of any of its obligations hereunder or under the Credit Documentation, including of any obligation in respect of its commitment in respect of the Facilities, in the event such affiliate shall fail to perform such obligation in accordance with the terms hereof or of the Credit Documentation, as applicable and (ii) the Initial Lenders have the right to syndicate the Facilities and receive commitments with respect thereto, provided that, except as contemplated under clause (b) of this paragraph, (x) no Initial Lender may assign all or any portion of its commitments hereunder prior to the Closing Date and (y) each Initial Lender shall retain exclusive control over all rights and obligations with respect to the commitments hereunder until the Closing Date has occurred). This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party; provided that (a) the Borrower shall have the right, upon prior written notice to the Arrangers, to

terminate this Commitment Letter and the commitments hereunder, subject to the provisions of the second to last paragraph hereof and (b) any waiver or amendment by the Borrower prior to the Misys Closing shall be approved by the Audit Committee of the Borrower's Board of Directors.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among us with respect to the Facilities and set forth the entire understanding of the parties with respect thereto. Those matters that are not covered by the provisions hereof and of the Term Sheet are subject to the approval and agreement of the Commitment Parties and the Borrower.

This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided, however, that the interpretation of the definition of "Borrower Material Adverse Effect" for purposes of this Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Each party hereto consents to the exclusive jurisdiction and venue of the state or federal courts located in the City of New York. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, (a) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the state or federal courts located in the City of New York and (b) any right it may have to a trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter, the Fee Letter, the Term Sheet, the transactions contemplated hereby or the performance of services hereunder.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter, the Term Sheet or the Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person (including, without limitation, other potential providers or arrangers of financing) except (a) to your officers, directors, agents and advisors and, on a confidential basis, those of the Target and Misys who are directly involved in the consideration of this matter (except that the Fee Letter may only be disclosed to the Target or Misys in a mutually agreed upon redacted form), (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform us promptly thereof to the extent permitted by applicable law) or (c) with our prior written consent, provided, that the foregoing restrictions shall cease to apply (except in respect of the Fee Letter and its terms and substance) after this Commitment Letter has been accepted by you.

Each Commitment Party and its affiliates will use all Confidential Information (as defined below) solely for purposes that are subject to this Commitment Letter and the transactions contemplated thereby and shall treat confidentially all such Confidential Information, except that Confidential Information may be disclosed (a) to its and its affiliates' partners, directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information), (b) to the extent requested or required by any state, Federal or foreign authority or examiner regulating such Commitment Party, (c) to the extent required by applicable law, rule or regulation or by any subpoena or similar legal process, (d) in connection with any litigation or legal proceeding relating to this Commitment Letter or the Fee Letter or any other documentation in connection therewith or the enforcement of rights hereunder or thereunder or to which such Commitment Party or any of its affiliates may be a party, (e) to any prospective Lender (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential

Information and agree to keep such Confidential Information confidential to the same extent as required of each of the Commitment Parties hereinabove and below or as otherwise reasonably acceptable to you and each Commitment Party, including as may be agreed in any confidential information memorandum or other marketing material), (f) with the consent of the Borrower, (g) on a confidential basis, to any rating agency when required by such rating agency or (h) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this paragraph or (ii) becomes available to such Commitment Party on a nonconfidential basis from a source other than the Borrower or any of its subsidiaries, officers, directors, employees or advisors. For the purposes of this paragraph, "Confidential Information" means all information received from the Borrower or any of its subsidiaries, officers, directors, employees or advisors relating to the Borrower or its businesses, other than any such information that is available to the Commitment Parties on a nonconfidential basis prior to disclosure by the Borrower. The obligations of the Commitment Parties under this paragraph shall remain in effect until the earlier of (i) one year from the date of termination of the commitments and agreements of the Commitment Parties hereunder and (ii) the date the Credit Documentation becomes effective, at which time any confidentiality undertaking in the Credit Documentation shall supersede the provisions of this paragraph.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower and each Guarantor (as defined in the Term Sheet), which information includes names and addresses and other information that will allow such Commitment Party to identify the Borrower and each Guarantor in accordance with the Patriot Act.

The compensation, reimbursement, indemnification and confidentiality, governing law, consent to jurisdiction and waiver of jury trial provisions contained herein and in the Fee Letter and any other provision herein or therein which by its terms expressly survives the termination of this Commitment Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder; provided that the reimbursement, confidentiality and indemnification provisions hereunder (other than the confidentiality of the Fee Letter and the contents thereof) shall be superseded by the reimbursement, confidentiality and indemnification provisions of the Credit Documentation upon the effectiveness thereof.

Notwithstanding any other provision of this Commitment Letter, the Term Sheet or the Fee Letter to the contrary, in the event that, prior to the consummation of the Initial Share Repurchase and the Misys Offering (collectively, the "Misys Closing") or, if the Misys Closing does not occur, at any time after the date hereof (i) there is any action or determination to be made by us hereunder that would require approval of the Borrower's Board of Directors or any committee thereof, (ii) there is any action, suit, proceeding, litigation or arbitration between the Borrower and Misys or (iii) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Commitment Letter, the Term Sheet or the Fee Letter) by the Borrower against Misys, or by Misys against the Borrower, all actions or determinations of the Borrower prior to the Misys Closing or, if the Misys Closing does not occur, at any time after the date hereof or any determinations of the Borrower relating to any such action, suit, proceeding, litigation, arbitration, claim or demand (including all determinations by the Borrower whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by the Borrower relating to the prosecution or defense thereof), shall be made and approved by the Audit Committee of the Borrower's Board of Directors.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Term Sheet and the Fee Letter by returning to us executed counterparts hereof and of the Fee Letter not later than 5:00 p.m., New York City time, on June 9, 2010. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence.

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

J.P. MORGAN SECURITIES INC.

By: /s/ James McHugh
Name: James McHugh
Title: Executive Director

JPMORGAN CHASE BANK, N.A.

By: /s/ Krys Szremski
Name: Krys Szremski
Title: Vice President

BARCLAYS BANK PLC

By: /s/ John Skorbe
Name: John Skorbe
Title: Managing Director

UBS SECURITIES LLC

By: /s/ David W. Barth
Name: David W. Barth
Title: Managing Director High Yield Capital Markets

By: /s/ Michael Lawton
Name: Michael Lawton
Title: Director

UBS LOAN FINANCE LLC

By: /s/ David W. Barth
Name: David W. Barth
Title: Managing Director High Yield Capital Markets

By: /s/ Michael Lawton
Name: Michael Lawton
Title: Director

Accepted and agreed to as of
the date first written above by:

ALLSCRIPTS-MISYS HEALTHCARE
SOLUTIONS, INC.

By: /s/ William J. Davis
Name: William J. Davis
Title: Chief Financial Officer

Schedule I

SOURCES AND USES TABLE

Sources:		
	Term Loans	$ 570,000,000
	Revolving Loans[1]	$ 0
	Cash on Hand	$ 30,300,000
	Total Sources	$ 600,300,000
Uses:		
	Initial Share Repurchase	$ 577,400,000
	Payment of Fees and Expenses[2]	$ 22,900,000
	Total Uses	$ 600,300,000

1 $150,000,000 availability.

2 Includes estimated OID.

Exhibit 4

Form of Emerald Definitive Agreement

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

AMONG

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.,

ARSENAL MERGER CORP.

AND

ECLIPSYS CORPORATION

Dated as of June 9, 2010

AGREEMENT OF PLAN AND MERGER

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EXHIBITS AND SCHEDULES

Exhibit A	Form of Voting Agreement
Exhibit B	Form of Parent Voting Undertaking
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Exhibit D	Form of Amended and Restated Certificate of Incorporation of Parent
Exhibit E	Form of Amended and Restated Bylaws of Parent
Exhibit F	Certain Corporate Governance and Other Matters
Exhibit G	Parent Tax Certificate
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Schedule A	List of Signatories to Parent Voting Undertakings
Schedule B	List of Signatories to Company Voting Undertakings

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of June **9**, 2010 (this "Agreement"), among Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation ("Parent"), Arsenal Merger Corp., a Delaware corporation and a direct wholly owned subsidiary of Parent (" Merger Sub"), and Eclipsys Corporation, a Delaware corporation (the "Company") (Merger Sub and the Company being hereinafter collectively referred to as the " Constituent Corporations"). Certain capitalized terms are defined in Article IX and other capitalized terms used in this Agreement are defined in the Sections of this Agreement where such terms first appear.

W I T N E S S E T H:

WHEREAS, Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company (the " Merger"), upon the terms and subject to the conditions set forth herein, whereby each issued and outstanding share of common stock, $0.01 par value, of the Company (" Company Common Stock"), not owned directly or indirectly by Parent or the Company, will be converted into the right to receive shares of common stock, $0.01 par value, of Parent ("Parent Common Stock");

WHEREAS, the Board of Directors of the Company has (i) determined that this Agreement and the Merger are advisable and fair to, and in the best interest of, the Company and the Company's stockholders, (ii) approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement and (iii) recommended that the Company's stockholders adopt and approve this Agreement, the Merger and the other transactions contemplated by this Agreement;

WHEREAS, the Board of Directors of Parent, based upon the recommendation of the Audit Committee of the Board of Directors of Parent, has (i) determined that this Agreement and the Merger are advisable and fair to, and in the best interest of, Parent and Parent's stockholders, (ii) approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement and (iii) recommended that Parent's stockholders approve the issuance of Parent Common Stock in the Merger;

WHEREAS, simultaneously with the execution and delivery of this Agreement and as an inducement to the Company's willingness to enter into this Agreement, Misys plc, a public limited company formed under the Laws of England and Wales (" Manchester"), is entering into a voting agreement with the Company, substantially in the form attached hereto as Exhibit A (the "Voting Agreement");

WHEREAS, simultaneously with the execution and delivery of this Agreement and as an inducement to the Company's willingness to enter into this Agreement, the directors of Parent set forth on Schedule A are entering into voting undertakings in substantially the form attached hereto as Exhibit B (the "Parent Voting Undertakings");

WHEREAS, simultaneously with the execution and delivery of this Agreement and as an inducement to Parent's willingness to enter into this Agreement, the directors of the

Company set forth on Schedule B are entering into voting undertakings in substantially the form attached hereto as Exhibit C (the "Company Voting Undertakings");

WHEREAS, simultaneously with the execution and delivery of this Agreement, Parent and Manchester are entering into a Framework Agreement (as it may be amended from time to time, the "Framework Agreement") pursuant to which Manchester and Parent agreed, among other things and subject to certain conditions, to (i) a direct or indirect purchase by Parent of certain shares of Parent Common Stock held indirectly by Manchester through one or more of its subsidiaries and (ii) a secondary public offering by Manchester or one or more of its subsidiaries of certain additional shares of Parent Common Stock (the transactions described in clauses (i) and (ii), the "Coniston Transaction"); and

WHEREAS, this Agreement is intended to constitute a "plan of reorganization" with respect to the Merger for United States federal income tax purposes pursuant to which the Merger is to be treated as a "reorganization" under Section 368(a) of the Code (the " Intended Tax Treatment").

NOW, THEREFORE, in consideration of the premises, representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law (the "DGCL"), Merger Sub shall be merged with and into the Company at the Effective Time. Following the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the " Surviving Corporation") as a wholly owned Subsidiary of Parent and shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the DGCL. Notwithstanding anything to the contrary herein, at the election of Parent, which shall be made in writing and delivered to the Company no fewer than five (5) Business Days prior to the Closing Date, any direct wholly owned Subsidiary of Parent may be substituted for Merger Sub as a constituent corporation in the Merger; provided, that such substituted corporation is a Delaware corporation which is formed solely for the purpose of engaging in the transactions contemplated by this Agreement; and provided further that such alternative structure does not (a) impose any material delay on, or condition to, the consummation of the Merger, (b) cause any condition set forth in Article VI to become incapable of being satisfied (unless duly waived by the party entitled to the benefits thereof), or (c) adversely affect the Intended Tax Treatment, any of the parties hereto or any of the parties' stockholders.

Section 1.2 Effective Time. The Merger shall become effective when a certificate of merger relating to the Merger (the " Certificate of Merger"), executed in accordance with the relevant provisions of the DGCL, is filed with the Secretary of State of the State of Delaware; provided, however, that, upon the mutual written consent of the Company and Merger Sub, the Certificate of Merger may provide for a later date of effectiveness of the Merger not

more than 30 days after the date the Certificate of Merger is filed. The filing of the Certificate of Merger shall be made as soon as practicable on the Closing Date.

Section 1.3 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in Section 259 of the DGCL.

Section 1.4 Charter and Bylaws; Directors and Officers. (a) At the Effective Time, the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law; provided that (i) paragraph 1 of the certificate of incorporation of the Surviving Corporation shall read as follows: "The name of the corporation (which is hereinafter referred to as the "Corporation") is Eclipsys Corporation." and (ii) appropriate amendments shall be made, as necessary, to comply with the provisions of Section 5.10(a). At the Effective Time, the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall become the bylaws of the Surviving Corporation, subject to appropriate revisions thereto, as necessary, to comply with the provisions of Section 5.10(a), until thereafter changed or amended as provided therein or in the certificate of incorporation of the Surviving Corporation.

(b) The directors and officers of Merger Sub at the Effective Time shall become, at the Effective Time, the directors and officers of the Surviving Corporation, until the earlier of their death, resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

Section 1.5 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any securities of Merger Sub or the Company:

(a) Each issued and outstanding share of common stock, $0.01 par value, of Merger Sub shall be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) All shares of Company Common Stock that are held in the treasury of the Company or by any wholly owned Subsidiary of the Company and any shares of Company Common Stock owned by Parent or any wholly owned Subsidiary of Parent shall be canceled and no capital stock of Parent or other consideration shall be delivered in exchange therefor.

(c) Subject to the provisions of Sections 1.8 and 1.10 hereof, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares to be canceled in accordance with Section 1.5(b)) shall be converted into the right to receive 1.2 (such number being the "Exchange Ratio") validly issued, fully paid and nonassessable shares of Parent Common Stock (the " Per Share Merger Consideration"). All such shares of Company Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired, and each holder of a certificate (or evidence of shares in book-entry form) that immediately prior to the Effective Time represented any such shares of Company Common Stock (each a "Certificate") shall cease to have any rights with respect thereto, except the right to receive, upon the surrender of such Certificate or the delivery of an

"agent's message" (in the case of shares held in book-entry form) in accordance with Section 1.6, (i) any dividends and other distributions in accordance with Section 1.7, (ii) the Per Share Merger Consideration into which such shares of Company Common Stock are converted and (iii) any cash, without interest, in lieu of fractional shares of Parent Common Stock to be issued or paid in consideration therefor.

Section 1.6 Parent to Make Certificates Available. (a) Prior to the Effective Time, Parent shall appoint BNY Mellon (or such other commercial bank or trust company reasonably acceptable to the Company) to act as exchange agent for the payment of the Per Share Merger Consideration (the " Exchange Agent"). At or prior to the Effective Time, Parent shall deposit with the Exchange Agent, for the benefit of the holders of Certificates, for exchange in accordance with this Section 1.6 through the Exchange Agent, certificates representing the shares of Parent Common Stock to be issued as the Per Share Merger Consideration pursuant to Section 1.5(c) and cash, as required, to make payments in lieu of any fractional shares pursuant to Section 1.8 (such cash and shares of Parent Common Stock, together with any dividends or distributions with respect thereto, being hereinafter referred to as the " Exchange Fund"). The Exchange Agent shall deliver out of the Exchange Fund (i) the Per Share Merger Consideration contemplated to be issued and paid pursuant to Section 1.5(c) and (ii) the cash, as required, to make payments in lieu of any fractional shares pursuant to Section 1.8.

(b) Parent shall instruct the Exchange Agent, as soon as reasonably practicable after the Effective Time, to mail to each record holder of a Certificate or Certificates a letter of transmittal (which shall (i) specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon actual delivery of the Certificates to the Exchange Agent, (ii) contain instructions for use in effecting the surrender of such Certificates in exchange for certificates representing shares of Parent Common Stock and cash in lieu of fractional shares and (iii) be in such form and have such other provisions (including customary provisions with respect to delivery of an "agent's message" with respect to shares held in book-entry form) as Parent may specify subject to the Company's reasonable approval) (the "Transmittal Letter")). Upon (x) in the case of shares of Company Common Stock represented by a Certificate, the surrender of such Certificate for cancellation to the Exchange Agent, or (y) in the case of shares of Company Common Stock held in book-entry form, the receipt of an "agent's message" by the Exchange Agent, in each case together with the Transmittal Letter, duly executed in accordance with the instructions thereto, the holder of such shares shall be entitled to receive in exchange therefor (i) a certificate representing that number of whole shares of the Per Share Merger Consideration into which the shares have been converted at the Effective Time pursuant to Section 1.5(c), (ii) cash in lieu of any fractional share which the holder has a right to receive pursuant to Section 1.8 and (iii) certain dividends and other distributions in accordance with Section 1.7, and any Certificate so surrendered shall forthwith be canceled. If any portion of the Per Share Merger Consideration is to be paid or registered in the name of a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition to such payment or registration that the surrendered Certificate be in proper form for transfer and that the Person requesting such delivery of the Per Share Merger Consideration pay any transfer or other similar Taxes required as a result of such payment or registration in the name of a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable. Until surrendered as contemplated by this Section 1.6(b), each Certificate shall be deemed at any time after the

Effective Time to represent only the right to receive the Per Share Merger Consideration (and any amounts to be paid pursuant to Sections 1.7 and 1.8) upon such surrender.

Section 1.7 Dividends; Transfer Taxes; Withholding. No dividends or other distributions that are declared on or after the Effective Time on Parent Common Stock, or are payable to the holders of record thereof on or after the Effective Time, will be paid to any Person entitled by reason of the Merger to receive Parent Common Stock, until such Person surrenders the related Certificate or Certificates (or shares of Company Common Stock held in book-entry form), as provided in Section 1.6, and no cash payment in lieu of fractional shares will be paid to any such Person pursuant to Section 1.8 until such Person shall so surrender the related Certificate or Certificates (or shares of Company Common Stock held in book-entry form). Subject to the effect of applicable Law, there shall be paid to each record holder of a new certificate representing such Parent Common Stock: (i) at the time of such surrender or as promptly as practicable thereafter, the amount of any dividends or other distributions theretofore paid with respect to the shares of Parent Common Stock represented by such new certificate and having a record date on or after the Effective Time and a payment date prior to such surrender; (ii) at the appropriate payment date or as promptly as practicable thereafter, the amount of any dividends or other distributions payable with respect to such shares of Parent Common Stock and having a record date on or after the Effective Time but prior to such surrender and a payment date on or subsequent to such surrender and (iii) at the time of such surrender or as promptly as practicable thereafter, the amount of any cash payable with respect to a fractional share of Parent Common Stock to which such holder is entitled pursuant to Section 1.8. In no event shall the Person entitled to receive such dividends or other distributions or cash in lieu of fractional shares be entitled to receive interest on such dividends or other distributions or cash in lieu of fractional shares. Parent or the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as Parent or the Exchange Agent is required to deduct and withhold with respect to the making of any such payment under the Code or under any provision of state, local or foreign tax Law. To the extent that amounts are so withheld by Parent or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person who otherwise would have received the payment in respect of which such deduction and withholding was made by Parent or the Exchange Agent.

Section 1.8 No Fractional Securities. No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificates pursuant to this Article I; no Parent dividend or other distribution or stock split shall relate to any fractional share; and no fractional share shall entitle the owner thereof to vote or to any other rights of a securityholder of Parent. In lieu of any such fractional share, each holder of Company Common Stock who would otherwise have been entitled to a fraction of a share of Parent Common Stock upon surrender of Certificates for exchange pursuant to this Article I will be paid an amount in cash (without interest), rounded down to the nearest cent, determined by multiplying (i) the last reported sale price per share of Parent Common Stock on The Nasdaq Global Select Market (" Nasdaq") on the last complete trading day prior to the date of the Effective Time (or, if the shares of Parent Common Stock do not trade on Nasdaq on such date, the first date of trading of shares of Parent Common Stock on Nasdaq after the Effective Time) by (ii) the fractional interest of a share of Parent Common Stock to which such holder would otherwise be entitled. The parties acknowledge that payment of cash in lieu of fractional shares

of Parent Common Stock is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares and does not represent separately bargained-for consideration. As promptly as practicable after the determination of the amount of cash, if any, to be paid to holders of fractional share interests, the Exchange Agent shall so notify Parent, and Parent shall deposit such amount with the Exchange Agent and shall cause the Exchange Agent to forward payments to such holders of fractional share interests, without interest, subject to and in accordance with the terms of Section 1.7 and this Section 1.8.

Section 1.9 Return of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the former holders of Company Common Stock for six (6) months after the Effective Time shall be delivered to Parent, upon demand of Parent, and any such former holder of Company Common Stock who has not theretofore complied with this Article I shall thereafter look only to Parent for payment of its claim for Per Share Merger Consideration, any cash in lieu of fractional shares of Parent Common Stock and any dividends or distributions with respect to Parent Common Stock to which such holder is entitled pursuant to this Article I. If any Certificate shall not have been surrendered prior to five (5) years after the Effective Time (or immediately prior to such earlier date on which any shares of Parent Common Stock or any dividends or other distributions payable to the holder of such Certificate would otherwise escheat to or become the property of any Governmental Entity), any such shares of Parent Common Stock, dividends or other distributions in respect of such Certificate shall, to the extent permitted by applicable Law, become the property of Parent, free and clear of all claims or interest of any Person previously entitled thereto. Notwithstanding anything in this Agreement to the contrary, none of the Company, Parent, Merger Sub, the Surviving Corporation, the Exchange Agent or any other Person shall be liable to any former holder of shares of Company Common Stock for any shares of Parent Common Stock, cash in lieu of fractional shares of Parent Common Stock or dividends and distributions which are properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

Section 1.10 Adjustment of Per Share Merger Consideration. In the event of any reclassification, recapitalization, combination, stock split, stock dividend or similar event with respect to Parent Common Stock or Company Common Stock or any change or conversion of Parent Common Stock or Company Common Stock into other securities (or if a record date with respect to any of the foregoing should occur) prior to the Effective Time, appropriate and proportionate adjustments, if any, shall be made to the Per Share Merger Consideration and the Exchange Ratio to provide to Parent and the holders of Company Common Stock the same economic effect as contemplated by this Agreement prior to such event and all references to the Per Share Merger Consideration and the Exchange Ratio shall be deemed to be to the Per Share Merger Consideration and the Exchange Ratio as so adjusted. The parties understand and agree that the transactions contemplated by the Framework Agreement shall not require any adjustment of the Per Share Merger Consideration and the Exchange Ratio under this Section 1.10.

Section 1.11 No Further Ownership Rights in Company Common Stock. All shares of Parent Common Stock issued upon the surrender for exchange of Certificates in accordance with the terms hereof (including any cash paid pursuant to Section 1.8) shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the shares of Company Common Stock represented by such Certificates.

Section 1.12 Closing of Company Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed, and no transfer of shares of Company Common Stock shall thereafter be made on the records of the Company. If, after the Effective Time, Certificates are presented to the Surviving Corporation, the Exchange Agent or Parent, such Certificates shall be canceled and exchanged as provided in this Article I.

Section 1.13 Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Exchange Agent, the posting by such Person of a bond, in such reasonable amount as Parent or the Exchange Agent may direct as indemnity against any claim that may be made against Parent, the Surviving Corporation or the Exchange Agent with respect to such Certificate, the Exchange Agent or Parent will issue and pay or cause to be issued and paid in exchange for such lost, stolen or destroyed Certificate, the Per Share Merger Consideration to which the holder thereof is entitled pursuant to Section 1.5(c), any cash in lieu of fractional shares of Parent Common Stock to which the holder thereof is entitled pursuant to Section 1.8, and any dividends or other distributions to which the holder thereof is entitled pursuant to Section 1.7.

Section 1.14 Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Corporations, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation and its proper officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Corporations, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of either Constituent Corporation, all such other acts and things as may be necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Corporation and otherwise to carry out the purposes of this Agreement.

Section 1.15 Closing; Closing Deliveries.

(a) The consummation of the transactions contemplated by this Agreement (the " Closing") and all actions specified in this Agreement to occur at the Closing shall take place at the offices of Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois, at 10:00 a.m., local time, no later than the second Business Day following the day on which the last of the conditions set forth in Article VI (other than conditions which by their nature are to be satisfied at the Closing but subject to the satisfaction of, or to the extent permitted by applicable Law, waiver of, those conditions) shall have been fulfilled or waived (if permissible) or at such other time and place as Parent and the Company shall agree (the " Closing Date").

(b) Subject to fulfillment or waiver of the conditions set forth in Article VI, at the Closing Parent shall deliver to the Company all of the following:

(i) a certificate of good standing of Parent issued by the Secretary of State of the State of Delaware and dated no more than 30 days prior to the Closing Date; and

(ii) a certificate of the Secretary or an Assistant Secretary of Parent, dated the Closing Date, in form and substance reasonably satisfactory to the Company, as to (A) the Certificate of Incorporation of Parent then in effect, (B) the bylaws of Parent then in effect, (C) the effectiveness of the resolutions of the Board of Directors of Parent authorizing the execution and performance of this Agreement and the transactions contemplated herein, (D) the effectiveness of the resolutions of the stockholders of Parent authorizing the Share Issuance, and (E) the incumbency and signatures of the officers of Parent executing this Agreement and any other agreement or certificate executed by Parent in connection with the Closing.

(c) Subject to fulfillment or waiver of the conditions set forth in Article VI, at the Closing Merger Sub shall deliver to the Company all of the following:

(i) a certificate of good standing of Merger Sub issued by the Secretary of State of the State of Delaware and dated no more than 30 days prior to the Closing Date; and

(ii) a certificate of the Secretary or an Assistant Secretary of Merger Sub, dated the Closing Date, in form and substance reasonably satisfactory to the Company, as to (A) no amendments to the Certificate of Incorporation of Merger Sub since a specified date, (B) the bylaws of Merger Sub, (C) the effectiveness of the resolutions of the Board of Directors of Merger Sub authorizing the execution and performance of this Agreement and the transactions contemplated herein, (D) the effectiveness of the written consent of Parent in its capacity as sole stockholder of Merger Sub approving and adopting this Agreement in accordance with Section 251 of the DGCL and (E) the incumbency and signatures of the officers of Merger Sub executing this Agreement and any other agreement or certificate executed by Merger Sub in connection with the Closing.

(d) Subject to fulfillment or waiver of the conditions set forth in Article VI, at the Closing the Company shall deliver to Parent all of the following:

(i) a certificate of good standing of the Company issued by the Secretary of State of the State of Delaware and dated no more than 30 days prior to the Closing Date; and

(ii) a certificate of the Secretary or an Assistant Secretary of the Company, dated the Closing Date, in form and substance reasonably satisfactory to Parent, as to (A) no amendments to the Third Amended and Restated Certificate of Incorporation of the Company (the " Company Charter") since the date of this Agreement, (B) the bylaws of the Company (the "Company Bylaws"), (C) the effectiveness of the resolutions of the Board of Directors of the Company authorizing the execution and performance of this Agreement and the transactions contemplated herein, (D) the effectiveness of the resolutions of the stockholders of the Company approving and adopting this Agreement in accordance with Section 251 of the DGCL and (E) the incumbency and signatures of

the officers of the Company executing this Agreement and any other agreement or certificate executed by the Company in connection with the Closing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except (i) as disclosed in the Parent SEC Documents filed or furnished with the SEC since July 29, 2009 but prior to the date of this Agreement (excluding any risk factor disclosures contained under the heading "Risk Factors," any disclosure of risks included in any "forward-looking statements" disclaimer or any other statements that are similarly predictive or forward-looking in nature); provided, however, that any disclosures in such Parent SEC Documents that are the subject of this clause (i) shall be deemed to qualify a representation or warranty only if the relevance of such disclosure to such representation or warranty is reasonably apparent on the face of such disclosure; provided, further, that the disclosures in the Parent SEC Documents shall not be deemed to qualify any representations or warranties made in Section 2.2(a) (this clause (i) being referred to herein as the "Parent SEC Disclosure"), or (ii) in the disclosure letter delivered by Parent to the Company immediately prior to the execution of this Agreement (the " Parent Disclosure Letter"), which shall be arranged in numbered and lettered sections corresponding to the numbered and lettered sections contained in this Article II, and the disclosure of any item in any section or subsection of the Parent Disclosure Letter shall be deemed to qualify other sections in this Article II to the extent (and only to the extent) that it is reasonably apparent from the face of such disclosure that such disclosure also qualifies or applies to such other sections, Parent and Merger Sub jointly and severally represent and warrant to the Company as follows:

Section 2.1 Organization, Standing and Power. Each of Parent and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business as now being conducted. Each Subsidiary of Parent is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has the requisite corporate (in the case of a Subsidiary that is a corporation) or other power and authority to carry on its business as now being conducted, except where the failure to be so organized, existing or in good standing or to have such power or authority would not, individually or in the aggregate, have a Parent Material Adverse Effect. Parent and each of its Subsidiaries are duly qualified to do business, and are in good standing, in each jurisdiction where the character of their properties owned or held under lease or the nature of their activities makes such qualification or good standing necessary, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 2.2 Capital Structure.

(a) As of the date of this Agreement, the authorized capital stock of Parent consists of 199,000,000 shares of Parent Common Stock and 1,000,000 shares of Parent Preferred Stock. As of the close of business on June 7, 2010, (i) 146,517,252 shares of Parent Common Stock were issued and outstanding, all of which were validly issued, fully paid and nonassessable and free of preemptive rights; (ii) no shares of Parent Common Stock were held in

the treasury of Parent or by Subsidiaries of Parent; (iii) 3,114,419 shares of Parent Common Stock were reserved for issuance pursuant to outstanding Parent Stock Options; (iv) 3,576,341 shares of Parent Common Stock were reserved for issuance pursuant to outstanding Parent Stock Units; (v) no shares of Parent Preferred Stock were issued and outstanding; (vi) no shares of Parent Preferred Stock were reserved and available for issuance pursuant to any Parent Stock Plans; and (vii) a maximum of 194,655 shares of Parent Common Stock are reserved for issuance under the Parent Stock Purchase Plan. Between June 7, 2010 and the date of this Agreement, except as set forth above in this Section 2.2(a) and except for the issuance of shares of Parent Common Stock pursuant to the Parent Stock Plans and the Parent Stock Purchase Plan, no shares of capital stock or other voting securities of Parent were issued, reserved for issuance or outstanding. All of the shares of Parent Common Stock issuable upon conversion of Company Common Stock at the Effective Time in accordance with this Agreement will be, when so issued, duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights. Except for awards granted under the Parent Stock Plans and the Parent Stock Purchase Plan and for the Relationship Agreement, there are no outstanding options to purchase or rights to otherwise acquire shares of Parent Common Stock. Each share of Parent Common Stock which may be issued pursuant to the Parent Stock Plans and the Parent Stock Purchase Plan has been duly authorized and, if and when issued pursuant to the terms thereof, will be validly issued, fully paid and nonassessable and free of preemptive rights. As of the date of this Agreement, except for (x) this Agreement and the Relationship Agreement, (y) as contemplated by the Framework Agreement and (z) as set forth above in this Section 2.2(a), there are no outstanding options, warrants, subscriptions, calls, rights, puts, convertible securities or other similar Contracts to which Parent or any of its Subsidiaries is a party or by which any of them is bound obligating Parent or any of its Subsidiaries to (A) issue, transfer, deliver, sell, redeem or otherwise acquire, or cause to be issued, transferred, delivered, sold, redeemed or otherwise acquired, any additional shares of capital stock (or other voting securities or equity equivalents) of Parent or any of its Subsidiaries, (B) grant, extend or enter into any such option, warrant, subscription, call, right, put, convertible security or other similar Contract or (C) provide a material amount of funds to, or make any material investment (in the form of a loan, capital contribution or otherwise) in, any Subsidiary. Parent does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of Parent on any matter. Except for the Relationship Agreement, the Voting Agreement, the Parent Voting Undertakings and as contemplated by the Framework Agreement, there are no Contracts to which Parent, its Subsidiaries or any of their respective officers or directors is a party concerning the voting of any capital stock of Parent or any of its Subsidiaries.

(b) Each outstanding share of capital stock (or other voting security or equity equivalent, as the case may be) of each Subsidiary of Parent is duly authorized, validly issued, fully paid and nonassessable and, except for director or qualifying shares, each such share (or other voting security or equity equivalent, as the case may be) is owned by Parent or another Subsidiary of Parent, free and clear of all security interests, liens, claims, pledges, options, rights of first refusal, limitations on voting rights, charges and other encumbrances of any nature whatsoever. Exhibit 21.1 to Parent's Annual Report on Form 10-K for the year ended May 31, 2009, as filed with the Securities and Exchange Commission (the " SEC"), constituted a true, accurate and correct statement in all material respects of all of the information required to be set forth therein by the regulations of the SEC as of the date thereof.

(c) Section 2.2(c) of the Parent Disclosure Letter sets forth a list as of the date of this Agreement of all Subsidiaries and material Joint Ventures of Parent and the jurisdiction in which such Subsidiary or material Joint Venture is organized. Section 2.2(c) of the Parent Disclosure Letter also sets forth as of the date of this Agreement the nature and extent of the ownership and voting interests held by Parent in each such material Joint Venture. As of the date of this Agreement, Parent has no obligation to make any capital contributions, or otherwise provide assets or cash, to any material Joint Venture.

Section 2.3 Authority. On or prior to the date of this Agreement, (a) the Boards of Directors of each of Parent and Merger Sub have (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and fair to and in the best interest of Parent and Merger Sub, respectively, and their respective stockholders, and (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, each in accordance with the DGCL; (b) Parent, as sole stockholder of Merger Sub, has approved this Agreement and the consummation of the transactions contemplated hereby, including the Merger, each in accordance with the DGCL; and (c) the Board of Directors of Parent has resolved to recommend the approval by Parent's stockholders of the issuance by Parent of the Per Share Merger Consideration (the " Share Issuance") in connection with the Merger (the "Parent Recommendation"). Each of Parent and Merger Sub has all requisite corporate power and authority to enter into this Agreement and, subject to the approval by the stockholders of Parent of the Share Issuance and of the transactions contemplated by the Framework Agreement, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated hereby, including the Merger, have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub, subject to (x) approval by the stockholders of Parent of the Share Issuance and of the transactions contemplated by the Framework Agreement and (y) the filing of the Certificate of Merger as required by the DGCL. This Agreement has been duly executed and delivered by Parent and Merger Sub and (assuming the valid authorization, execution and delivery of this Agreement by the Company and the validity and binding effect of this Agreement on the Company) except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at Law), this Agreement constitutes the valid and binding obligation of Parent and Merger Sub enforceable against each of them in accordance with its terms. The filing of the Joint Proxy Statement with the SEC, the Share Issuance and the filing of a registration statement on Form S-4 with the SEC by Parent under the Securities Act of 1933, as amended (together with the rules and regulations promulgated thereunder, the " Securities Act"), for the purpose of registering the shares of Parent Common Stock to be issued as the Per Share Merger Consideration in the Merger (together with any amendments or supplements thereto, whether prior to or after the effective date thereof, the " Registration Statement") have been duly authorized by Parent's Board of Directors. Parent has delivered or made available to the Company prior to the date of this Agreement true, complete and correct copies of the Second Amended and Restated Certificate of Incorporation of Parent in effect as of the date of this Agreement (the " Parent Charter"), the Amended and Restated Bylaws of Parent in effect as of the date of this Agreement (the "Parent Bylaws"), and the certificate of incorporation and bylaws

(or comparable organizational documents) of each of its Subsidiaries, including Merger Sub, each as in effect as of the date of this Agreement.

Section 2.4 Consents and Approvals; No Violation. Assuming that all consents, approvals, authorizations and other actions described in this Section 2.4 have been obtained and all filings and obligations described in this Section 2.4 have been made, the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, result in any violation of, or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, or result in the creation of any Encumbrance upon any of the properties or assets of Parent or any of its Subsidiaries under, any provision of (i) the Parent Charter or the Parent Bylaws; (ii) the comparable charter or organizational documents of any of Parent's Subsidiaries; (iii) any Parent Contract; or (iv) any Order or Law applicable to Parent or any of its Subsidiaries or any of their respective properties or assets, other than, in the case of clauses (iii) or (iv), any such violations, defaults, rights or Encumbrances that would not, individually or in the aggregate, have a Parent Material Adverse Effect or materially impair the ability of Parent or Merger Sub to perform their respective obligations hereunder or prevent the consummation of any of the transactions contemplated hereby by Parent or Merger Sub. No filing or registration with, or authorization, consent or approval of, any domestic (federal and state), foreign or supranational court, commission, governmental body, regulatory agency, authority or tribunal (a " Governmental Entity") is required by or with respect to Parent or any of its Subsidiaries in connection with the execution and delivery of this Agreement by Parent or Merger Sub or is necessary for the consummation by Parent or Merger Sub of the Merger and the other transactions contemplated by this Agreement, except for (i) in connection, or in compliance, with the provisions of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (together with the rules and regulations promulgated thereunder, the "HSR Act"), the Securities Act and the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "Exchange Act"); (ii) the filing of the amendment and restatement of the Parent Charter as contemplated by the Framework Agreement with the Secretary of State of the State of Delaware and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which the Company or any of its Subsidiaries is qualified to do business; (iii) such filings, authorizations, orders and approvals as may be required by applicable Takeover Laws (the " State Takeover Approvals"); (iv) applicable requirements, if any, of state securities or "blue sky" laws (" Blue Sky Laws") and Nasdaq; (v) applicable requirements, if any, under foreign or supranational laws relating to antitrust and to competition clearances; and (vi) such other consents, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made would not, individually or in the aggregate, have a Parent Material Adverse Effect or materially impair the ability of Parent or Merger Sub to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

Section 2.5 SEC Documents and Other Reports; Internal Controls and Procedures .

(a) Parent has timely filed with the SEC all documents required to be filed by it since January 1, 2008 under the Securities Act or the Exchange Act (the "Parent SEC

Documents"). As of their respective filing dates, or, if amended, as of the date of the last amendment prior to the date of this Agreement, the Parent SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and, at the respective times they were filed, none of the Parent SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The consolidated financial statements (including, in each case, any notes thereto) of Parent included in the Parent SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, were prepared in accordance with generally accepted accounting principles ("GAAP") (except, in the case of the unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated financial position of Parent and its consolidated subsidiaries as at the respective dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein). Except as required by GAAP, Parent has not, between May 31, 2009 and the date of this Agreement, made or adopted any material change in its accounting methods, practices or policies in effect on May 31, 2009.

(b) Parent is in compliance in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act of 2002 and the related rules and regulations promulgated thereunder or under the Exchange Act (the "Sarbanes-Oxley Act") and (ii) the applicable listing and corporate governance rules and regulations of Nasdaq.

(c) Parent has made available to the Company true and complete copies of all written comment letters from the staff of the SEC received since January 1, 2008 through the date of this Agreement relating to the Parent SEC Documents and all written responses of Parent thereto through the date of this Agreement other than with respect to requests for confidential treatment. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to any Parent SEC Documents and, to the Knowledge of Parent, none of the Parent SEC Documents (other than confidential treatment requests) is the subject of ongoing SEC review. To the Knowledge of Parent, as of the date of this Agreement, there are no SEC inquiries or investigations, other governmental inquiries or investigations or internal investigations pending or threatened, in each case regarding any accounting practices of Parent.

(d) Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 and paragraph (e) of Rule 15d-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 under the Exchange Act. Parent's disclosure controls and procedures are designed to ensure that all information (both financial and non-financial) required to be disclosed by Parent in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Parent's

management has completed an assessment of the effectiveness of Parent's disclosure controls and procedures and, to the extent required by applicable Law, presented in any applicable Parent SEC Document that is a report on Form 10-K or Form 10-Q, or any amendment thereto, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation. Based on Parent's management's most recently completed evaluation of Parent's internal control over financial reporting prior to the date of this Agreement, (i) to the Knowledge of Parent, Parent had no significant deficiencies or material weaknesses in the design or operation of its internal control over financial reporting that would reasonably be expected to adversely affect Parent's ability to record, process, summarize and report financial information and (ii) Parent does not have knowledge of any fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal control over financial reporting.

Section 2.6 Registration Statement and Joint Proxy Statement. None of the information to be supplied by Parent or Merger Sub for inclusion or incorporation by reference in the Registration Statement or the proxy statement/prospectus included therein relating to the Stockholder Meetings (together with any amendments or supplements thereto, the "Joint Proxy Statement") will (a) in the case of the Registration Statement, at the time it becomes effective, 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 not misleading or (b) in the case of the Joint Proxy Statement, at the time of the mailing of the Joint Proxy Statement and at the time of each of the Stockholder Meetings, 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. The Registration Statement will comply (with respect to Parent) as to form in all material respects with the provisions of the Securities Act, and the Joint Proxy Statement will comply (with respect to Parent) as to form in all material respects with the provisions of the Exchange Act.

Section 2.7 No Undisclosed Liabilities. Except as reflected or reserved against in the balance sheet of Parent dated February 28, 2010 included in the Form 10-Q filed by Parent with the SEC on April 8, 2010 (or described in the notes thereto), neither Parent nor any of its Subsidiaries has any Liabilities, except (a) Liabilities which, individually or in the aggregate, would not reasonably be expected to have a Parent Material Adverse Effect, (b) Liabilities incurred in connection with this Agreement, the Framework Agreement or the transactions contemplated hereby or thereby, (c) Liabilities incurred in the ordinary course of business consistent with past practices since February 28, 2010, and (d) Liabilities that are specifically addressed by any other representation or warranty contained in this Article II.

Section 2.8 Absence of Certain Changes or Events.

(a) Since February 28, 2010 through the date of this Agreement, (i) Parent and its Subsidiaries have not incurred any liability or obligation (indirect, direct or contingent) or, entered into any Contract or transaction, in each case, that is not in the ordinary course of business or that would, individually or in the aggregate, have a Parent Material Adverse

Effect; (ii) Parent and its Subsidiaries have not sustained any loss or interference with their respective businesses or properties from fire, flood, windstorm, accident or other calamity (whether or not covered by insurance) that has, individually or in the aggregate, had a Parent Material Adverse Effect; (iii) there has not been any split, combination or reclassification of any of Parent's capital stock 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 Parent's capital stock or dividend or distribution of any kind declared, set aside, paid or made by Parent on any class of its stock; (iv) neither Parent nor any of its Subsidiaries has (x) granted any increase in compensation to any employee of Parent or any of its Subsidiaries whose base salary prior to such increase exceeded $250,000, except for any such base salary increases made in the ordinary course of business consistent with prior practice or as was required under such employee's Parent Employee Agreement in effect as of the date of such increase, (y) granted to any employee of Parent or any of its Subsidiaries whose base salary exceeds $250,000 as of the date hereof (1) any right of severance or change in control benefits or (2) any increase in such benefits to any employee who had a contractual right to such benefits as of the date of the most recent audited financial statements included in the Parent SEC Documents, or (z) entered into any Parent Employee Agreement with any individual whose annual compensation for 2010 is expected to exceed $250,000; and (v) there has been no Parent Material Adverse Effect.

(b) Section 2.8(b) of the Parent Disclosure Letter sets forth a list for the twelve months ended February 28, 2010 of the top twenty (20) revenue producing customers (as determined in accordance with GAAP) of Parent and its Subsidiaries (collectively, the " Key Parent Customers"). Since March 1, 2009 and through the date hereof, (i) no Key Parent Customer has terminated or cancelled its business relationship (in whole or in substantial part) with Parent or any of its Subsidiaries, and (ii) to the Knowledge of Parent, no Key Parent Customer has threatened in writing to terminate or cancel its business relationship (in whole or in substantial part) with Parent or any of its Subsidiaries, which threat to terminate or cancel has not been resolved as of or prior to the date of this Agreement.

Section 2.9 Permits and Compliance. Each of Parent and its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, charters, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Entity necessary for Parent or any of its Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted (collectively, the " Parent Permits"), except where the failure to have any of the Parent Permits would not, individually or in the aggregate, have a Parent Material Adverse Effect, and, as of the date of this Agreement, no suspension or cancellation of any of the Parent Permits is pending or, to the Knowledge of Parent, threatened, except where the suspension or cancellation of any of the Parent Permits would not, individually or in the aggregate, have a Parent Material Adverse Effect. Neither Parent nor any of its Subsidiaries is in violation of its charter, bylaws or other organizational documents. As of the date of this Agreement, neither Parent nor any of its Subsidiaries is in material violation of any applicable Law (including Laws relating to HIPAA and other applicable federal and state privacy and data protection Laws) or any Order and no notice of any such violation or non-compliance has been received by Parent or any of its Subsidiaries.

Section 2.10 Tax Matters. (a) Parent and each of its Subsidiaries have filed all federal, and all material state, local and foreign, Tax Returns required to have been filed or appropriate extensions therefor have been properly obtained, and such Tax Returns are correct and complete, except to the extent that any failure to so file or any failure to be correct and complete would not, individually or in the aggregate, have a Parent Material Adverse Effect; (b)

all Taxes shown to be due on such Tax Returns have been timely paid or extensions for payment have been properly obtained, except to the extent that any failure to so pay or so obtain such an extension would not, individually or in the aggregate, have a Parent Material Adverse Effect; (c) Parent and each of its Subsidiaries have complied with all rules and regulations relating to the withholding of Taxes except to the extent that any noncompliance with such rules or regulations would not, individually or in the aggregate, have a Parent Material Adverse Effect; (d) any Tax Returns referred to in clause (a) relating to federal income Taxes and material state, local, and foreign income Taxes have been examined by the Internal Revenue Service (the "IRS") or other relevant authority or the period for assessment of the Taxes in respect of which such Tax Returns were required to be filed has expired; (e) no material issues that have been raised in writing by the relevant taxing authority in connection with the examination of the Tax Returns referred to in clause (a) are currently pending; (f) no material deficiencies asserted or assessments made in writing as a result of any examination of such Tax Returns by any taxing authority are currently pending; (g) during the past three years, neither Parent nor any of its Subsidiaries has been a distributing or controlled corporation in a transaction intended to qualify for tax-free treatment under Section 355 of the Code; (h) during the last five years, neither Parent nor any of its Subsidiaries has been a party to any so-called "listed transaction" (as defined in Treasury Regulations § 1.6011-4(b)(2)) which, as a result, Parent or any of its Subsidiaries was required to disclose to the IRS; (i) Parent has not waived in writing any statute of limitations in respect of any material Taxes; (j) there are no material liens for Taxes upon the assets of Parent or any of its Subsidiaries, except liens relating to current Taxes not yet due; and (k) none of Parent or any of its Subsidiaries has been in the past ten (10) years a member of any group of corporations filing Tax Returns on a consolidated, unitary or similar basis other than each such group of which it is currently a member.

Section 2.11 Actions and Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect: (a) there is no investigation or review pending or, to the Knowledge of Parent, threatened, by any Governmental Entity with respect to Parent or any of its Subsidiaries; (b) there are no Actions pending or, to the Knowledge of Parent, threatened, against or affecting Parent or any of its Subsidiaries, or any of their respective properties at Law or in equity; and (c) there are no Orders with respect to Parent or any its Subsidiaries or any of their respective properties.

Section 2.12 Certain Agreements.

(a) Neither Parent nor any of its Subsidiaries is a party to or bound by (i) any Contract which is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Exchange Act), excluding those compensatory plans described in Item 601(b)(10)(iii); (ii) any Contract (A) with any of the top one hundred (100) revenue producing customers of Parent and its Subsidiaries for the twelve (12) months ended February 28, 2010 (as determined in accordance with GAAP) (a "Parent Top 100 Customer") which contains most favored nation pricing or provisions restricting the solicitation of the employees of such customer, or (B) which purports to materially limit or restrict the manner or localities in which Parent or any of its Affiliates (including the Company or any of its Subsidiaries following the Merger) may conduct business, including by virtue of exclusivity or non-solicitation provisions; (iii) any Contract which requires any payment by Parent or its Subsidiaries in excess of $2,000,000 in any year and which is not terminable within one year without penalty, or which

requires any payment to Parent or its Subsidiaries (excluding Contracts with customers) in excess of $2,000,000 in any year and which is not terminable within one year without penalty; (iv) any Contract relating to or guarantying indebtedness for borrowed money to the extent the aggregate principal amount outstanding thereunder exceeds $5,000,000; (v) any Contract with a Key Parent Customer; (vi) any sales, distribution, agency, commission-based or other similar agreement with third parties (A) providing for the sale by Parent or any of its Subsidiaries of such Person's products or services or (B) providing for the sale by Third Parties of products of Parent or its Subsidiaries, in each case involving annual payments in the 2009 fiscal year or reasonably expected during the 2010 fiscal year to or by Parent or any of its Subsidiaries in excess of $2,000,000 in the aggregate; (vii) since January 1, 2007, any Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets, indemnity insurance or otherwise) which involves an asset value in excess of $5,000,000 or a purchase price in excess of $5,000,000; (viii) any Contract of indemnification or any guaranty by Parent or any of its Subsidiaries other than any Contract entered into in connection with the sale or license by Parent or any of its Subsidiaries of products or services in the ordinary course of business; (ix) any Contract to provide source code to any Third Party, other than source code escrow agreements entered into with customers in the ordinary course of the Company's business, for any product or technology that is material to Parent and its Subsidiaries, taken as a whole; (x) any material Contract, other than standard end-user or distributor license and sale Contracts and related maintenance and support Contracts entered into in the ordinary course of business, to license any Third Party to use, manufacture or reproduce any Parent product, service or Intellectual Property Right or any material Contract to sell, distribute or market any Parent product, service or Intellectual Property Right; (xi) any Contract with respect to the settlement of any Action, which adversely affects in any material respect the conduct of Parent's or any of its Subsidiaries' business; (xii) any Contract (other than any Contract with a customer of Parent or any of its Subsidiaries that is not a Parent Top 100 Customer) with a federal Governmental Entity or any Contract that constitutes a subcontract executed with a prime contractor pursuant to any Contract with a federal Governmental Entity and that incorporates Federal Acquisition Regulation clauses as a term or condition of such Contract; or (xiii) any other Contract that is material to the business, assets, liabilities, financial condition or results of operations of Parent and its Subsidiaries, taken as a whole. Parent has previously made available to the Company true, complete and correct copies of each Contract of the type described in this Section 2.12(a) that was entered into prior to the date hereof. All Contracts of the type described in this Section 2.12(a) and the first sentence of Section 2.16(f) shall be referred to as "Parent Contracts" regardless of whether they were entered into before or after the date hereof. All of the Parent Contracts are valid and in full force and effect (except those which are cancelled, rescinded or terminated after the date hereof in accordance with their terms), except where the failure to be in full force and effect would not, individually or in the aggregate, have a Parent Material Adverse Effect. To the Knowledge of Parent, no Person is challenging the validity or enforceability of any Parent Contract, except such challenges which would not, individually or in the aggregate, have a Parent Material Adverse Effect. Neither Parent nor any of its Subsidiaries and, to the Knowledge of Parent, none of the other parties thereto, is in breach of any provision of, or committed or failed to perform any act which (with or without notice or lapse of time or both) would constitute a default under the provisions of, any Parent Contract, except for those violations and defaults which would not, individually or in the aggregate, have a Parent Material Adverse Effect.

(b) Neither Parent nor any of its Subsidiaries is a party to any Contract or written or oral plan, including any stock option plan, stock appreciation rights plan, restricted stock plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the Framework Agreement (either alone or in connection with any other event) or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement or the Framework Agreement.

Section 2.13 Employee Benefits.

(a) Each Parent Plan is listed in Section 2.13(a) of the Parent Disclosure Letter. With respect to each Parent Plan, Parent has delivered or made available to the Company a true and correct copy of (i) the three (3) most recent annual reports (Form 5500) filed with the IRS; (ii) each such Parent Plan that has been reduced to writing and all amendments thereto; (iii) each trust, insurance or administrative Contract relating to each such Parent Plan; (iv) the most recent summary plan description or, if no summary plan description exists, such other written explanation of each Parent Plan as provided to participants; (v) a written summary of each material unwritten Parent Plan; (vi) the most recent determination letter, if any, issued by the IRS with respect to any Parent Plan intended to be qualified under Section 401(a) of the Code; and (vii) all correspondence with the IRS, the Department of Labor, the SEC or Pension Benefit Guaranty Corporation relating to any outstanding Parent Plan controversy or audit. Each Parent Plan complies in all material respects with its terms, the Employee Income Retirement Security Act of 1974, as amended ("ERISA"), the Code and all other applicable Laws. None of Parent, any of its Subsidiaries or any of their respective ERISA Affiliates currently maintains, contributes to or has any liability under or, at any time during the past six (6) years has maintained or contributed to, any pension plan which is subject to Section 412 of the Code or Section 302 of ERISA or Title IV of ERISA. None of Parent, any of its Subsidiaries or any of their respective ERISA Affiliates currently maintains, contributes to or has any liability under or, at any time during the past six (6) years has maintained or contributed to, any multiemployer plan (as defined in Section 4001(a)(3) of ERISA).

(b) With respect to the Parent Plans, no event or set of circumstances has occurred and there exists no condition or set of circumstances in connection with which Parent, any of its Subsidiaries or any of their respective ERISA Affiliates or any Parent Plan fiduciary could be subject to any liability under the terms of such Parent Plans, ERISA, the Code or any other applicable Law, which would, individually or in the aggregate, have a Parent Material Adverse Effect, other than liabilities for benefits payable in the normal course. There is no pending or, to the Knowledge of Parent, threatened Action relating to any Parent Plan (other than routine claims for benefits). All Parent Plans that are intended by their terms to be, or are otherwise treated by Parent as, qualified under Section 401(a) of the Code have been determined by the IRS to be so qualified, or a timely application for such determination is now pending. Neither Parent nor any of its Subsidiaries has any liability or obligation under any plan or Contract to provide welfare benefits after termination of employment to any employee or dependent other than as required by Section 4980B of the Code or during any severance period. None of Parent, any of its Subsidiaries or any of their respective ERISA Affiliates has any liability for a failure to comply with Section 4980B of the Code or Part 6 of Subtitle B of Title I of ERISA which would, individually or in the aggregate, have a Parent Material Adverse Effect.

(c) Section 2.13(c) of the Parent Disclosure Letter contains a complete and correct list, and Parent has heretofore provided or made available to the Company a complete and correct copy, of each Parent Employee Agreement.

(d) No individual is entitled to any payment or benefit that could result, separately or in the aggregate, in the payment of (i) any "excess parachute payments" within the meaning of Section 280G of the Code, (ii) any amount that would be nondeductible under Section 162(m) of the Code or (iii) any amount that would be subject to taxation under Section 409A(a)(1) of the Code. No individual is entitled to any additional payment from Parent or any of its Subsidiaries on account of any taxes incurred under Section 4999 or 409A of the Code.

(e) With respect to each Parent Plan not subject to United States law (a " Parent Foreign Benefit Plan"), (i) the fair market value of the assets of each funded Parent Foreign Benefit Plan, the liability of each insurer for any Parent Foreign Benefit Plan funded through insurance, or the reserve shown on the consolidated financial statements of the Parent included in the Parent SEC Documents for any unfunded Parent Foreign Benefit Plan, together with any accrued contributions, is sufficient to procure or provide for the projected benefit obligations, as of the Effective Time, with respect to all current and former participants in such plan based on reasonable, country-specific actuarial assumptions and valuations, and no transaction contemplated by this Agreement or the Framework Agreement shall cause such assets or insurance obligations or book reserve to be less than such projected benefit obligations and (ii) if such Parent Foreign Benefit Plan is required to be registered, it has been registered and has been maintained in good standing with the appropriate regulatory authorities.

(f) Parent, with respect to employees outside of the United States, (i) is not under any legal liability to pay pensions, gratuities, superannuation allowances or the like to any past or present directors, officers, employees or dependents of employees; (ii) has not made ex-gratia or voluntary payments by way of superannuation allowance or pension; and/or (iii) does not maintain and has not contemplated any pension schemes or arrangements for payment of the pensions or death benefits or similar arrangements.

Section 2.14 Compliance with Worker Safety and Environmental Laws. The properties, assets and operations of Parent and its Subsidiaries are in compliance with all applicable federal, state, local and foreign Laws relating to public and worker health and safety (collectively, " Worker Safety Laws") and (c) the protection and clean-up of the environment and activities or conditions related thereto, including those relating to the generation, handling, disposal, transportation or release of hazardous materials (collectively, "Environmental Laws"), except, in each case, for any violations that would not, individually or in the aggregate, have a Parent Material Adverse Effect. With respect to such properties, assets and operations, including any previously owned, leased or operated properties, assets or operations, there are no events, conditions, circumstances, activities, practices, incidents, actions or plans of Parent or any of its Subsidiaries that may interfere with or prevent compliance or continued compliance with applicable Worker Safety Laws and Environmental Laws, other than any such interference or prevention as would not, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 2.15 Labor Matters. As of the date of this Agreement, neither Parent nor any of its Subsidiaries is a party to any collective bargaining Contract or any labor Contract.

Neither Parent nor any of its Subsidiaries has engaged in any material unfair labor practice or material violation of state or local labor wage and hour or employment Laws with respect to any Persons employed by or otherwise performing services primarily for Parent or any of its Subsidiaries (the " Parent Business Personnel"), and there is no unfair labor practice complaint or grievance against Parent or any of its Subsidiaries by the National Labor Relations Board or any comparable state agency pending or threatened in writing with respect to the Parent Business Personnel, except where such unfair labor practice, complaint or grievance would not, individually or in the aggregate, have a Parent Material Adverse Effect. There is no labor strike, dispute, slowdown or stoppage pending or, to the Knowledge of Parent, threatened against or affecting Parent or any of its Subsidiaries which may interfere with the respective business activities of Parent or any of its Subsidiaries, except where such dispute, strike or work stoppage would not, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 2.16 Intellectual Property.

(a) Parent and its Subsidiaries own or have a valid right to use all patents, trademarks, trade names, service marks, domain names, copyrights and any applications and registrations for any of the foregoing, trade secrets, know-how, technology, computer software and other tangible and intangible proprietary information and intellectual property rights (collectively, " Intellectual Property Rights") as are necessary to conduct the business of Parent and its Subsidiaries as currently conducted or planned to be conducted by Parent and its Subsidiaries, taken as a whole, except where the failure to have such Intellectual Property Rights would not, individually or in the aggregate, have a Parent Material Adverse Effect. To the Knowledge of Parent, neither Parent nor any of its Subsidiaries infringes, misappropriates or violates in any material respect any Intellectual Property Rights of any third party, except where such infringement, misappropriation or violation would not, individually or in the aggregate, have a Parent Material Adverse Effect. To the Knowledge of Parent, no third party infringes, misappropriates or violates any Intellectual Property Rights owned or exclusively licensed by or to Parent or any of its Subsidiaries, except where such infringement, misappropriation or violation would not, individually or in the aggregate, have a Parent Material Adverse Effect.

(b) Section 2.16(b) of the Parent Disclosure Letter contains a list as of the date hereof of (i) all material registered United States, state and foreign trademarks, service marks, logos, trade dress and trade names and pending applications to register the foregoing; (ii) all United States and material foreign patents and patent applications; and (iii) all material registered United States and foreign copyrights and pending applications to register the same, in each case owned by Parent and its Subsidiaries.

(c) As of the date of this Agreement, there are no actions, suits or claims or administrative proceedings or investigations pending or, to the Knowledge of Parent, threatened that challenge or question the validity, enforceability or ownership of the Intellectual Property Rights of Parent or any of its Subsidiaries.

(d) Parent and its Subsidiaries have taken reasonable steps to protect the confidentiality of confidential information that is owned, used or held by Parent and its Subsidiaries in the conduct of the business. To the Knowledge of Parent, confidential information owned by Parent or any of its Subsidiaries has not been used by or disclosed to any

third party except pursuant to valid and appropriate non-disclosure or confidentiality agreements which have not been breached. Subject to Section 2.16(a) and the Parent Material Adverse Effect qualification contained therein, Parent and its Subsidiaries are free to make, use, modify, copy, distribute, sell, license, import, export and otherwise exploit all Intellectual Property Rights owned by them (" Parent Owned Intellectual Property Rights ") on an exclusive basis except for nonexclusive: (i) use pursuant to end-user licenses granted to customers; (ii) distribution rights granted to resellers or distributors in the ordinary course of business; or (iii) nondisclosure or confidentiality agreements pursuant to which any Person has been granted access to Parent Owned Intellectual Property Rights without any right to exploit such Parent Owned Intellectual Property Rights, except where the failure to make, use, modify, copy, distribute, sell, license, import, export and otherwise exploit such Parent Owned Intellectual Property Rights would not, individually or in the aggregate, have a Parent Material Adverse Effect.

(e) All personnel, including employees, agents, consultants and contractors, who have contributed to or participated in the conception or development, or both, of the Parent Owned Intellectual Property Rights (i) have been and are a party to "work-for-hire" arrangements with Parent or one of its Subsidiaries or (ii) have assigned to Parent or one of its Subsidiaries all ownership of all tangible and intangible property arising in connection with the conception or development of such Parent Owned Intellectual Property Rights.

(f) Section 2.16(f) of the Parent Disclosure Letter contains a list of (i) each item of Third Party computer software that is (A) licensed to and actively marketed by Parent or any of its Subsidiaries and (B) material to Parent and it Subsidiaries taken as a whole, and (ii) except as indicated in Section 2.16(f) of the Parent Disclosure Letter, the Contracts pursuant to which the foregoing Third Party computer software is licensed to Parent or any of its Subsidiaries. Parent or one of its Subsidiaries owns, as part of the Parent Owned Intellectual Property Rights, or has acquired, pursuant to a valid license, rights to all Intellectual Property Rights incorporated into the products of Parent or any of its Subsidiaries or otherwise licensed or provided to such customers, in sufficient quantities and of sufficient scope to cover all of Parent's and its Subsidiaries' past and current use(s) of such Intellectual Property Rights and those reasonably anticipated to be needed in the businesses of Parent or any of its Subsidiaries, except where the failure to own such Intellectual Property Rights would not, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 2.17 Opinion of Financial Advisor . Parent has received the oral opinion of UBS Securities LLC to be confirmed in writing (with a copy provided solely for informational purposes to the Company promptly after Parent receives such written confirmation), to the effect that, subject to certain assumptions, limitations and qualifications, as of the date the Board of Directors of Parent approved this Agreement, the Exchange Ratio provided for in the Merger is fair to Parent from a financial point of view.

Section 2.18 State Takeover Statutes. To the Knowledge of Parent, no Takeover Laws are applicable to the Coniston Transaction, the Framework Agreement, the Merger, this Agreement, or any of the transactions contemplated hereby. As used in this Agreement, "Takeover Laws" means any "moratorium," "control share acquisition," "fair price,"

"supermajority," "affiliate transactions" or "business combination statute or regulation" or other similar state antitakeover Laws or regulations.

Section 2.19 Required Vote of Parent Stockholders; Merger Sub Approval. The affirmative vote of the holders of a majority in voting power present in person or by proxy at the Parent Stockholder Meeting is the only vote of holders of securities of Parent which is required to approve the Share Issuance (the "Parent Stockholder Approval") and, except as set forth in the Framework Agreement, no other vote of the holders of any class or series of Parent capital stock is necessary to approve the Share Issuance or to approve this Agreement, the Merger, or any of the transactions contemplated hereby. The Board of Directors of Merger Sub, by written consent duly adopted prior to the date hereof, (a) determined that this Agreement and the Merger are advisable, fair to and in the best interest of Merger Sub and its stockholder, (b) duly approved and adopted this Agreement, the Merger and the other transactions contemplated hereby, which adoption has not been rescinded or modified and (c) submitted this Agreement for adoption by Parent, as the sole stockholder of Merger Sub. Parent, as the sole stockholder of Merger Sub, has duly approved and adopted this Agreement and the Merger.

Section 2.20 Reorganization. Neither Parent nor any of its Subsidiaries has taken any action or failed to take any action which action or failure would, to the Knowledge of Parent, jeopardize the qualification of the Merger as a "reorganization" within the meaning of Section 368(a) of the Code. To the Knowledge of Parent, the representations and warranties set forth in the Parent Tax Certificate are correct in all material respects as of the date hereof, assuming the Merger occurred on the date hereof.

Section 2.21 Brokers. No broker, investment banker or other Person, other than as set forth in Section 2.21 of the Parent Disclosure Letter, the fees and expenses of which will be paid by Parent, is entitled to any broker's, finder's or other similar fee or commission in connection with or upon consummation of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent.

Section 2.22 Operations of Merger Sub. Merger Sub is a direct, wholly owned subsidiary of Parent, was formed solely for the purpose of engaging in the transactions contemplated hereby, has engaged in no other business activities and has conducted its operations only as contemplated hereby.

Section 2.23 Coniston Transaction.

(a) Section 2.23(a) of the Parent Disclosure Letter sets forth a true, complete and correct copy of the Framework Agreement. As of the date of this Agreement, (i) the Framework Agreement has not been amended, supplemented or modified, in any respect and (ii) except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at Law), the Framework Agreement is in full force and effect and is a valid and binding obligation of Parent and, to the Knowledge of Parent, Manchester and the other parties thereto. As of the date of this Agreement, the representations and warranties of Parent set forth in Section 5 of the Framework Agreement are true and correct in all material

respects. There are no conditions precedent related to the Coniston Transaction, other than as set forth in the Framework Agreement. No event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Parent or Merger Sub under any term or condition of the Framework Agreement.

(b) Section 2.23(b) of the Parent Disclosure Letter sets forth true, complete and correct copies of the executed commitment letter, related term sheet attached thereto, and the redacted fee letter (collectively, with the fully executed fee letter, the "Debt Financing Commitments") from J.P. Morgan Securities Inc., JPMorgan Chase Bank, N.A., Barclays Bank PLC, UBS Securities LLC and UBS Loan Finance LLC (collectively, the "Lenders"), pursuant to which the Lenders have agreed, subject only to the terms and conditions set forth therein, to provide or cause to be provided to Parent debt financing in the amounts set forth therein for purposes of financing the Coniston Transaction and related fees and expenses and the other purposes set forth therein (the "Debt Financing").

(c) As of the date of this Agreement, except as set forth in the Debt Financing Commitments, there are no conditions precedent to the obligations of the Lenders to provide the Debt Financing or that would permit the Lenders to cancel or reduce the total amount of the Debt Financing. As of the date of this Agreement, subject to the terms and conditions of the Debt Financing Commitments, the Debt Financing, if funded in accordance with the Debt Financing Commitments, together with available cash, would provide Parent with financing (i) on the Coniston Closing sufficient for Parent to complete the Coniston Transactions and to pay related fees and expenses incurred by Parent or for which Parent is responsible and (ii) on the closing of the Contingent Repurchase sufficient for Parent to complete the Contingent Repurchase and to pay related fees and expenses incurred by Parent or for which Parent is responsible, in each case on the terms and subject to the conditions contemplated hereby and thereby. As of the date of this Agreement, the Debt Financing Commitments, in the form so delivered, are legal, valid and binding obligations of Parent and, to the Knowledge of Parent, the Lenders, and (assuming that the Debt Financing Commitments constitutes such obligation of the Lenders) is in full force and effect, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at Law).

(d) Immediately following the Coniston Closing, Parent will be Solvent. Immediately following the Closing and immediately following the Contingent Repurchase Closing (if Manchester requires Parent to effect the Contingent Repurchase in accordance with the Framework Agreement), the Combined Company will be Solvent. For purposes of this Agreement, "Solvent" when used with respect to Parent or the Combined Company, as applicable, means that, as of any date of determination: (i) the assets of Parent or the Combined Company, as the case may be, at a "fair valuation" will as of such date, exceed the amount of all of its "liabilities of Parent or the Combined Company, as the case may be, contingent or otherwise", as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors; (ii) the "present fair saleable value" of the assets of Parent or the Combined Company, as the case may be, will, as of such date, be greater than "the amount that will be required to pay the probable liability of Parent or the Combined Company, as the case may be, on its existing debts as such debts become absolute and

matured", as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors; (iii) the remaining assets of Parent or the Combined Company, as the case may be, as of such date, will not be "unreasonably small" nor constitute an "unreasonably small capital" in relation to the business or transaction(s) in which it is engaged or is about to engage, as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of the insolvency of debtors; and (iv) Parent or the Combined Company, as the case may be, will be able to pay its debts as they become due. For purposes of this definition, (A) "debt" means liability on a "claim" and (B) "claim" means any (1) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (2) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (i) as disclosed in the Company SEC Documents filed or furnished with the SEC since February 24, 2010 but prior to the date of this Agreement (excluding any risk factor disclosures contained under the heading "Risk Factors," any disclosure of risks included in any "forward-looking statements" disclaimer or any other statements that are similarly predictive or forward-looking in nature); provided, however, that any disclosures in such Company SEC Documents that are the subject of this clause (i) shall be deemed to qualify a representation or warranty only if the relevance of such disclosure to such representation or warranty is reasonably apparent on the face of such disclosure; provided, further, that the disclosures in the Company SEC Documents shall not be deemed to qualify any representations or warranties made in Section 3.2(a) (this clause (i) being referred to herein as the "Company SEC Disclosure"), or (ii) in the disclosure letter delivered by the Company to Parent immediately prior to the execution of this Agreement (the " Company Disclosure Letter"), which shall be arranged in numbered and lettered sections corresponding to the numbered and lettered sections contained in this Article III, and the disclosure of any item in any section or subsection of the Company Disclosure Letter shall be deemed to qualify other sections in this Article III to the extent (and only to the extent) that it is reasonably apparent from the face of such disclosure that such disclosure also qualifies or applies to such other sections, the Company represents and warrants to Parent and Merger Sub as follows:

Section 3.1 Organization, Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on its business as now being conducted. Each Subsidiary of the Company is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has the requisite corporate (in the case of a Subsidiary that is a corporation) or other power and authority to carry on its business as now being conducted, except where the failure to be so organized, existing or in good standing or to have such power or authority would not, individually or in the aggregate, have a Company Material Adverse Effect. The Company and each of its Subsidiaries are duly

qualified to do business, and are in good standing, in each jurisdiction where the character of their properties owned or held under lease or the nature of their activities makes such qualification or good standing necessary, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 3.2 Capital Structure.

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of (i) 200,000,000 shares of Company Common Stock (ii) 5,000,000 shares of Company Non-Voting Common Stock and (iii) 5,000,000 shares of Company Preferred Stock. As of the close of business on June 4, 2010, (i) 57,582,589 shares of Company Common Stock were issued and outstanding, all of which were validly issued, fully paid and nonassessable and free of preemptive rights; (ii) no shares of Company Common Stock were held in the treasury of the Company or by Subsidiaries of the Company; (iii) 5,000,739 shares of Company Common Stock were reserved for issuance pursuant to outstanding Company Stock Options; (iv) 683,847 shares of Company Common Stock were reserved for issuance pursuant to outstanding Stock Units; (v) a maximum of 13,657 shares of Company Common Stock are subject to outstanding rights to purchase shares of Company Common Stock under the Company Stock Purchase Plan based on participant contributions estimated through June 30, 2010 and the per share closing price of the Company Common Stock on Nasdaq on June 4, 2010; (vi) no shares of Company Non-Voting Common Stock or Company Preferred Stock were issued and outstanding; (vii) no shares of Company Non-Voting Common Stock or Company Preferred Stock were reserved and available for issuance pursuant to any Company Stock Plans or the Company Stock Purchase Plan; (viii) there are no outstanding warrants to purchase shares of Company Common Stock; and (ix) 424,426 Unvested Company Shares are issued and outstanding. Set forth in Section 3.2 of the Company Disclosure Letter is a schedule of all awards granted under the Company Stock Plans that are outstanding as of the date of this Agreement, including the type of award, the holder, the grant date, the number of shares of Company Common Stock subject to such award, the Company Stock Plan under which such award was granted and the applicable vesting conditions. Between June 4, 2010 and the date of this Agreement, except as set forth above in this Section 3.2(a) and except for the issuance of shares of Company Common Stock pursuant to the Company Stock Plans and the Company Stock Purchase Plan, no shares of capital stock or other voting securities of the Company were issued, reserved for issuance or outstanding. Except for awards granted under the Company Stock Plans and the Company Stock Purchase Plan, there are no outstanding options to purchase or rights to otherwise acquire shares of Company Common Stock. Each share of Company Common Stock which may be issued pursuant to the Company Stock Plans and the Company Stock Purchase Plan has been duly authorized and, if and when issued pursuant to the terms thereof, will be validly issued, fully paid and nonassessable and free of preemptive rights. As of the date of this Agreement, except for (x) this Agreement and (y) as set forth above in this Section 3.2(a), there are no outstanding options, warrants, subscriptions, calls, rights, puts, convertible securities or other similar Contracts to which the Company or any of its Subsidiaries is a party or by which any of them is bound obligating the Company or any of its Subsidiaries to (A) issue, transfer, deliver, sell, redeem or otherwise acquire, or cause to be issued, transferred, delivered, sold, redeemed or otherwise acquired, any additional shares of capital stock (or other voting securities or equity equivalents) of the Company or any of its Subsidiaries, (B) grant, extend or enter into any such option, warrant, subscription, call, right, put, convertible security or other similar Contract or (C) provide a material amount of funds to,

or make any material investment (in the form of a loan, capital contribution or otherwise) in, any Subsidiary. The Company does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter. Except for the Company Voting Undertakings, there are no Contracts to which the Company, its Subsidiaries or any of their respective officers or directors is a party concerning the voting of any capital stock of the Company or any of its Subsidiaries.

(b) Each outstanding share of capital stock (or other voting security or equity equivalent, as the case may be) of each Subsidiary of the Company is duly authorized, validly issued, fully paid and nonassessable, and each such share (or other voting security or equity equivalent, as the case may be) is owned by the Company or another Subsidiary of the Company, free and clear of all security interests, liens, claims, pledges, options, rights of first refusal, limitations on voting rights, charges and other encumbrances of any nature whatsoever. Exhibit 21.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009, as filed with the SEC, constituted a true, accurate and correct statement in all material respects of all of the information required to be set forth therein by the regulations of the SEC as of the date thereof.

(c) Section 3.2(c) of the Company Disclosure Letter sets forth a list as of the date of this Agreement of all Subsidiaries and material Joint Ventures of the Company and the jurisdiction in which such Subsidiary or material Joint Venture is organized. Section 3.2(c) of the Company Disclosure Letter also sets forth as of the date of this Agreement the nature and extent of the ownership and voting interests held by the Company in each such material Joint Venture. As of the date of this Agreement, the Company has no obligation to make any capital contributions, or otherwise provide assets or cash, to any material Joint Venture.

Section 3.3 Authority. On or prior to the date of this Agreement, the Board of Directors of the Company has (a) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and fair to and in the best interest of the Company and its stockholders, (b) approved this Agreement and the transactions contemplated hereby, including the Merger, each in accordance with the DGCL, and (c) resolved to recommend the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the Company's stockholders and directed that this Agreement be submitted to the Company's stockholders for approval and adoption (the "Company Recommendation"). The Company has all requisite corporate power and authority to enter into this Agreement and, subject to approval and adoption of this Agreement by the stockholders of the Company, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby, including the Merger, have been duly authorized by all necessary corporate action on the part of the Company, subject to (x) approval and adoption of this Agreement by the stockholders of the Company and (y) the filing of the Certificate of Merger as required by the DGCL. This Agreement has been duly executed and delivered by the Company and (assuming the valid authorization, execution and delivery of this Agreement by Parent and Merger Sub and the validity and binding effect of this Agreement on Parent and Merger Sub) except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and by the effect of

general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at Law), this Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms. The filing of the Joint Proxy Statement with the SEC has been duly authorized by the Company's Board of Directors. The Company has delivered or made available to Parent prior to the date of this Agreement true, complete and correct copies of the Company Charter and Company Bylaws and the certificate of incorporation and bylaws (or comparable organizational documents) of each of its Subsidiaries, each as in effect as of the date of this Agreement.

Section 3.4 Consents and Approvals; No Violation. Assuming that all consents, approvals, authorizations and other actions described in this Section 3.4 have been obtained and all filings and obligations described in this Section 3.4 have been made, the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, result in any violation of, or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, or result in the creation of any Encumbrance upon any of the properties or assets of the Company or any of its Subsidiaries under, any provision of (i) the Company Charter or the Company Bylaws; (ii) the comparable charter or organizational documents of any of the Company's Subsidiaries; (iii) any Company Contract; or (iv) any Order or Law applicable to the Company or any of its Subsidiaries or any of their respective properties or assets, other than, in the case of clauses (iii) or (iv), any such violations, defaults, rights or Encumbrances that would not, individually or in the aggregate, have a Company Material Adverse Effect or materially impair the ability of the Company to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby by the Company. No filing or registration with, or authorization, consent or approval of, any Governmental Entity is required by or with respect to the Company or any of its Subsidiaries in connection with the execution and delivery of this Agreement by the Company or is necessary for the consummation of the Merger and the other transactions contemplated by this Agreement, except for (i) in connection, or in compliance, with the provisions of the HSR Act, the Securities Act and the Exchange Act; (ii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which the Company or any of its Subsidiaries is qualified to do business; (iii) such filings, authorizations, orders and approvals as may be required to obtain the State Takeover Approvals; (iv) applicable requirements, if any, of Blue Sky Laws and Nasdaq; (v) applicable requirements, if any, under foreign or supranational laws relating to antitrust and to competition clearances; and (vi) such other consents, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made would not, individually or in the aggregate, have a Company Material Adverse Effect or materially impair the ability of the Company to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

Section 3.5 SEC Documents and Other Reports; Internal Controls and Procedures .

(a) The Company has timely filed with the SEC all documents required to be filed by it since January 1, 2008 under the Securities Act or the Exchange Act (the "Company SEC Documents"). As of their respective filing dates, or, if amended, as of the date of the last

amendment prior to the date of this Agreement, the Company SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and, at the respective times they were filed, none of the Company SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The consolidated financial statements (including, in each case, any notes thereto) of the Company included in the Company SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP (except, in the case of the unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as at the respective dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein). Except as required by GAAP, the Company has not, between December 31, 2009 and the date of this Agreement, made or adopted any material change in its accounting methods, practices or policies in effect on December 31, 2009.

(b) The Company is in compliance in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act and (ii) the applicable listing and corporate governance rules and regulations of Nasdaq.

(c) The Company has made available to Parent true and complete copies of all written comment letters from the staff of the SEC received since January 1, 2008 through the date of this Agreement relating to the Company SEC Documents and all written responses of the Company thereto through the date of this Agreement other than with respect to requests for confidential treatment. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to any Company SEC Documents and, to the Knowledge of the Company, none of the Company SEC Documents (other than confidential treatment requests) is the subject of ongoing SEC review. To the Knowledge of the Company, as of the date of this Agreement, there are no SEC inquiries or investigations, other governmental inquiries or investigations or internal investigations pending or threatened, in each case regarding any accounting practices of the Company.

(d) The Company has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 and paragraph (e) of Rule 15d-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 under the Exchange Act. The Company's disclosure controls and procedures are designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. The Company's management has completed an assessment of the effectiveness of the Company's disclosure controls and procedures and, to the extent required by

applicable Law, presented in any applicable Company SEC Document that is a report on Form 10-K or Form 10-Q, or any amendment thereto, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation. Based on the Company's management's most recently completed evaluation of the Company's internal control over financial reporting prior to the date of this Agreement, (i) to the Knowledge of the Company, the Company had no significant deficiencies or material weaknesses in the design or operation of its internal control over financial reporting that would reasonably be expected to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) the Company does not have knowledge of any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Section 3.6 Registration Statement and Joint Proxy Statement. None of the information to be supplied by the Company for inclusion or incorporation by reference in the Registration Statement or the Joint Proxy Statement will (a) in the case of the Registration Statement, at the time it becomes effective, 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 not misleading or (b) in the case of the Joint Proxy Statement, at the time of the mailing of the Joint Proxy Statement and at the time of each of the Stockholder Meetings, 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. The Registration Statement will comply (with respect to the Company) as to form in all material respects with the provisions of the Securities Act, and the Joint Proxy Statement will comply (with respect to the Company) as to form in all material respects with the provisions of the Exchange Act.

Section 3.7 No Undisclosed Liabilities. Except as reflected or reserved against in the balance sheet of the Company dated March 31, 2010 included in the Form 10-Q filed by the Company with the SEC on May 5, 2010 (or described in the notes thereto), neither the Company nor any of its Subsidiaries has any Liabilities, except (a) Liabilities which, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect, (b) Liabilities incurred in connection with this Agreement or the transactions contemplated hereby, (c) Liabilities incurred in the ordinary course of business consistent with past practices since March 31, 2010, and (d) Liabilities that are specifically addressed by any other representation or warranty contained in this Article III.

Section 3.8 Absence of Certain Changes or Events.

(a) Since March 31, 2010 through the date of this Agreement, (i) the Company and its Subsidiaries have not incurred any liability or obligation (indirect, direct or contingent) or entered into any Contract or transaction, in each case, that is not in the ordinary course of business or that would, individually or in the aggregate, have a Company Material Adverse Effect; (ii) the Company and its Subsidiaries have not sustained any loss or interference with their respective businesses or properties from fire, flood, windstorm, accident or other calamity (whether or not covered by insurance) that has, individually or in the aggregate, had a Company Material Adverse Effect; (iii) there has not been any split, combination or reclassification of any

of the Company's capital stock 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 the Company's capital stock or dividend or distribution of any kind declared, set aside, paid or made by the Company on any class of its stock; (iv) neither the Company nor any of its Subsidiaries has (x) granted any increase in compensation to any employee of the Company or any of its Subsidiaries whose annual base salary prior to such increase exceeded $250,000, except for any such base salary increases made in the ordinary course of business consistent with prior practice or as was required under such employee's Company Employee Agreement in effect as of the date of such increase, (y) granted to any employee of the Company or any of its Subsidiaries whose base salary exceeds $250,000 as of the date hereof (1) any right of severance or change in control benefits or (2) any increase in such benefits to any employee who had a contractual right to such benefits as of the date of the most recent audited financial statements included in the Company SEC Documents, or (z) entered into any Company Employee Agreement with any individual whose base salary for 2010 is expected to exceed $250,000; and (v) there has been no Company Material Adverse Effect.

(b) Section 3.8(b) of the Company Disclosure Letter sets forth a list for the twelve months ended December 31, 2009 of the top twenty (20) revenue producing customers (as determined in accordance with GAAP) of the Company and its Subsidiaries (collectively, the " Key Company Customers"). Since January 1, 2009 and through the date hereof, no Key Company Customer has terminated or cancelled its business relationship (in whole or in substantial part) with the Company or any of its Subsidiaries, and, to the Knowledge of the Company, no Key Company Customer has threatened in writing to terminate or cancel its business relationship (in whole or in substantial part) with the Company or any of its Subsidiaries, which threat to terminate or cancel has not been resolved as of or prior to the date of this Agreement.

Section 3.9 Permits and Compliance. Each of the Company and its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, charters, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Entity necessary for the Company or any of its Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted (collectively, the " Company Permits"), except where the failure to have any of the Company Permits would not, individually or in the aggregate, have a Company Material Adverse Effect, and, as of the date of this Agreement, no suspension or cancellation of any of the Company Permits is pending or, to the Knowledge of the Company, threatened, except where the suspension or cancellation of any of the Company Permits would not, individually or in the aggregate, have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries is in violation of its charter, bylaws or other organizational documents. As of the date of this Agreement, neither the Company nor any of its Subsidiaries is in material violation of any applicable Law (including Laws relating to HIPAA and other applicable federal and state privacy and data protection Laws) or any Order and no notice of any such violation or non-compliance has been received by the Company or any of its Subsidiaries.

Section 3.10 Tax Matters. (a) The Company and each of its Subsidiaries have filed all federal, and all material state, local and foreign Tax Returns required to have been filed or appropriate extensions therefor have been properly obtained, and such Tax Returns are correct

and complete, except to the extent that any failure to so file or any failure to be correct and complete would not, individually or in the aggregate, have a Company Material Adverse Effect; (b) all Taxes shown to be due on such Tax Returns have been timely paid or extensions for payment have been properly obtained, except to the extent that any failure to so pay or so obtain such an extension would not, individually or in the aggregate, have a Company Material Adverse Effect; (c) the Company and each of its Subsidiaries have complied with all rules and regulations relating to the withholding of Taxes, except to the extent that any noncompliance with such rules or regulations would not, individually or in the aggregate, have a Company Material Adverse Effect; (d) any Tax Returns referred to in clause (a) relating to federal income Taxes and material state, local, and foreign income Taxes have been examined by the IRS or other relevant authority or the period for assessment of the Taxes in respect of which such Tax Returns were required to be filed has expired; (e) no material issues that have been raised in writing by the relevant taxing authority in connection with the examination of the Tax Returns referred to in clause (a) are currently pending; (f) no material deficiencies asserted or assessments made in writing as a result of any examination of such Tax Returns by any taxing authority are currently pending; (g) during the past three years, neither the Company nor any of its Subsidiaries has been a distributing or controlled corporation in a transaction intended to qualify for tax-free treatment under Section 355 of the Code; (h) during the last five years, neither the Company nor any of its Subsidiaries has been a party to any so-called "listed transaction" (as defined in Treasury Regulations § 1.6011-4(b)(2)) which, as a result, the Company or any of its Subsidiaries was required to disclose to the IRS; (i) the Company has not waived in writing any statute of limitations in respect of any material Taxes; (j) there are no material liens for Taxes upon the assets of the Company or any of its Subsidiaries except liens relating to current Taxes not yet due; and (k) none of the Company or any of its Subsidiaries has been in the past ten (10) years a member of any group of corporations filing Tax Returns on a consolidated, unitary or similar basis other than each such group of which it is currently a member.

Section 3.11 Actions and Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect: (a) there is no investigation or review pending or, to the Knowledge of the Company, threatened, by any Governmental Entity with respect to the Company or any of its Subsidiaries; (b) there are no Actions pending or, to the Knowledge of the Company, threatened, against or affecting the Company or any of its Subsidiaries, or any of their respective properties at Law or in equity; and (c) there are no Orders with respect to the Company or any its Subsidiaries or any of their respective properties.

Section 3.12 Certain Agreements.

(a) Neither the Company nor any of its Subsidiaries is a party to or bound by (i) any Contract which is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Exchange Act), excluding those compensatory plans described in Item 601(b)(10)(iii); (ii) any Contract (A) with any of the top one hundred (100) revenue producing customers of the Company and its Subsidiaries for the twelve (12) months ended March 31, 2010 (as determined in accordance with GAAP) (a "Company Top 100 Customer") which contains most favored nation pricing or provisions restricting the solicitation of the employees of such customer, or (B) which purports to materially limit or restrict the manner or localities in which the Company or any of its Affiliates (including Parent or any of its Subsidiaries following the

Merger) may conduct business, including by virtue of exclusivity or non-solicitation provisions; (iii) any Contract which requires any payment by the Company or its Subsidiaries in excess of $2,000,000 in any year and which is not terminable within one year without penalty, or which requires any payment to the Company or its Subsidiaries (excluding Contracts with customers) in excess of $2,000,000 in any year and which is not terminable within one year without penalty; (iv) any Contract with a Key Company Customer; (v) any Contract relating to or guarantying indebtedness for borrowed money to the extent the aggregate principal amount outstanding thereunder exceeds $5,000,000; (vi) any sales, distribution, agency, commission-based or other similar agreement with third parties (A) providing for the sale by the Company or any of its Subsidiaries of such Person's products or services or (B) providing for the sale by Third Parties of products of the Company or its Subsidiaries, in each case involving annual payments in the 2009 fiscal year or reasonably expected during the 2010 fiscal year to or by the Company or any of its Subsidiaries in excess of $2,000,000 in the aggregate; (vii) since January 1, 2007, any Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets, indemnity insurance or otherwise) which involves an asset value in excess of $5,000,000 or a purchase price in excess of $5,000,000; (viii) any Contract of indemnification or any guaranty by the Company or any of its Subsidiaries other than any Contract entered into in connection with the sale or license by the Company or any of its Subsidiaries of products or services in the ordinary course of business, (ix) any Contract to provide source code to any Third Party, other than source code escrow agreements entered into with customers in the ordinary course of the Company's business, for any product or technology that is material to the Company and its Subsidiaries, taken as a whole; (x) any material Contract, other than standard end-user or distributor license and sale Contracts and related maintenance and support Contracts entered into in the ordinary course of business, to license any Third Party to use, manufacture or reproduce any Company product, service or Intellectual Property Right or any material Contract to sell, distribute or market any Company product, service or Intellectual Property Right; (xi) any Contract with respect to the settlement of any Action, which adversely affects in any material respect the conduct of the Company's or any of its Subsidiaries' business; (xii) any Contract (other than any Contract with a customer of the Company or any of its Subsidiaries that is not a Company Top 100 Customer) with a federal Governmental Entity or any Contract that constitutes a subcontract executed with a prime contractor pursuant to any Contract with a federal Governmental Entity and that incorporates Federal Acquisition Regulation clauses as a term or condition of such Contract; or (xiii) any other Contract that is material to the business, assets, liabilities, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole. The Company has previously made available to Parent true, complete and correct copies of each Contract of the type described in this Section 3.12(a) that was entered into prior to the date hereof. All Contracts of the type described in this Section 3.12(a) and the first sentence of Section 3.16(f) shall be referred to as "Company Contracts" regardless of whether they were entered into before or after the date hereof. All of the Company Contracts are valid and in full force and effect (except those which are cancelled, rescinded or terminated after the date hereof in accordance with their terms), except where the failure to be in full force and effect would not, individually or in the aggregate, have a Company Material Adverse Effect. To the Knowledge of the Company, no Person is challenging the validity or enforceability of any Company Contract, except such challenges which would not, individually or in the aggregate, have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries and, to the Knowledge of the Company, none of the other parties thereto, is in breach of any provision

of, or committed or failed to perform any act which (with or without notice or lapse of time or both) would constitute a default under the provisions of, any Company Contract, except for those violations and defaults which would not, individually or in the aggregate, have a Company Material Adverse Effect.

(b) Neither the Company nor any of its Subsidiaries is a party to any Contract or written or oral plan, including any stock option plan, stock appreciation rights plan, restricted stock plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement (either alone or in connection with any other event) or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement. No holder of any (i) Company Stock Option, (ii) Unvested Company Shares or (iii) shares of Company Stock granted in connection with the performance of services for the Company or its Subsidiaries, is or will be entitled to receive cash from the Company or any Subsidiary in lieu of or in exchange for such options, rights or shares under this Agreement.

Section 3.13 Employee Benefits.

(a) Each Company Plan is listed in Section 3.13(a) of the Company Disclosure Letter. With respect to each Company Plan, the Company has delivered or made available to Parent a true and correct copy of (i) the three (3) most recent annual reports (Form 5500) filed with the IRS; (ii) each such Company Plan that has been reduced to writing and all amendments thereto; (iii) each trust, insurance or administrative Contract relating to each such Company Plan; (iv) the most recent summary plan description or, if no summary plan description exists, such other written explanation of each Company Plan as provided to participants; (v) a written summary of each material unwritten Company Plan; (vi) the most recent determination letter, if any, issued by the IRS with respect to any Company Plan intended to be qualified under Section 401(a) of the Code; and (vii) all correspondence with the IRS, the Department of Labor, the SEC or Pension Benefit Guaranty Corporation relating to any outstanding Company Plan controversy or audit. Each Company Plan complies in all material respects with its terms, ERISA, the Code and all other applicable Laws. None of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates currently maintains, contributes to or has any liability under or, at any time during the past six (6) years has maintained or contributed to, any pension plan which is subject to Section 412 of the Code or Section 302 of ERISA or Title IV of ERISA. None of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates currently maintains, contributes to or has any liability under or, at any time during the past six (6) years has maintained or contributed to, any multiemployer plan (as defined in Section 4001(a)(3) of ERISA).

(b) With respect to the Company Plans, no event or set of circumstances has occurred and there exists no condition or set of circumstances in connection with which the Company, any of its Subsidiaries or any of their respective ERISA Affiliates or any Company Plan fiduciary could be subject to any liability under the terms of such Company Plans, ERISA, the Code or any other applicable Law, which would, individually or in the aggregate, have a Company Material Adverse Effect, other than liabilities for benefits payable in the normal course. There is no pending or, to the Knowledge of the Company, threatened Action relating to

any Company Plan (other than routine claims for benefits). All Company Plans that are intended by their terms to be, or are otherwise treated by the Company as, qualified under Section 401(a) of the Code have been determined by the IRS to be so qualified, or a timely application for such determination is now pending. Neither the Company nor any of its Subsidiaries has any liability or obligation under any plan or Contract to provide welfare benefits after termination of employment to any employee or dependent other than as required by Section 4980B of the Code or during any severance period. None of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates has any liability for a failure to comply with Section 4980B of the Code or Part 6 of Subtitle B of Title I of ERISA which would, individually or in the aggregate, have a Company Material Adverse Effect.

(c) Section 3.13(c) of the Company Disclosure Letter contains a complete and correct list, and the Company has heretofore provided or made available to Parent a complete and correct copy, of each Company Employee Agreement.

(d) No individual is entitled to any payment or benefit that could result, separately or in the aggregate, in the payment of (i) any "excess parachute payments" within the meaning of Section 280G of the Code, (ii) any amount that would be nondeductible under Section 162(m) of the Code or (iii) any amount that would be subject to taxation under Section 409A(a)(1) of the Code. No individual is entitled to any additional payment from the Company or any of its Subsidiaries on account of any taxes incurred under Section 4999 or 409A of the Code.

(e) With respect to each Company Plan not subject to United States law (a "Company Foreign Benefit Plan"), (i) the fair market value of the assets of each funded Company Foreign Benefit Plan, the liability of each insurer for any Company Foreign Benefit Plan funded through insurance, or the reserve shown on the consolidated financial statements of the Company included in the Company SEC Documents for any unfunded Company Foreign Benefit Plan, together with any accrued contributions, is sufficient to procure or provide for the projected benefit obligations, as of the Effective Time, with respect to all current and former participants in such plan based on reasonable, country-specific actuarial assumptions and valuations, and no transaction contemplated by this Agreement shall cause such assets or insurance obligations or book reserve to be less than such projected benefit obligations and (ii) if such Company Foreign Benefit Plan is required to be registered, it has been registered and has been maintained in good standing with the applicable regulatory authorities.

(f) The Company, with respect to employees outside of the United States, (i) is not under any legal liability to pay pensions, gratuities, superannuation allowances or the like to any past or present directors, officers, employees or dependents of employees; (ii) has not made ex-gratia or voluntary payments by way of superannuation allowance or pension; and/or (iii) does not maintain and has not contemplated any pension schemes or arrangements for payment of the pensions or death benefits or similar arrangements.

Section 3.14 Compliance with Worker Safety and Environmental Laws. The properties, assets and operations of the Company and its Subsidiaries are in compliance with all applicable Worker Safety Laws and Environmental Laws, except, in each case, for any violations that would not, individually or in the aggregate, have a Company Material Adverse Effect. With respect to such properties, assets and operations, including any previously owned, leased or

operated properties, assets or operations, there are no events, conditions, circumstances, activities, practices, incidents, actions or plans of the Company or any of its Subsidiaries that may interfere with or prevent compliance or continued compliance with applicable Worker Safety Laws and Environmental Laws, other than any such interference or prevention as would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 3.15 Labor Matters. As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to any collective bargaining Contract or any labor Contract. Neither the Company nor any of its Subsidiaries has engaged in any material unfair labor practice or material violation of state or local labor wage and hour or employment Laws with respect to any Persons employed by or otherwise performing services primarily for the Company or any of its Subsidiaries (the "Company Business Personnel"), and there is no unfair labor practice complaint or grievance against the Company or any of its Subsidiaries by the National Labor Relations Board or any comparable state agency pending or threatened in writing with respect to the Company Business Personnel, except where such unfair labor practice, complaint or grievance would not, individually or in the aggregate, have a Company Material Adverse Effect. There is no labor strike, dispute, slowdown or stoppage pending or, to the Knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries which may interfere with the respective business activities of the Company or any of its Subsidiaries, except where such dispute, strike or work stoppage would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 3.16 Intellectual Property.

(a) The Company and its Subsidiaries own or have a valid right to use all Intellectual Property Rights as are necessary to conduct the business of the Company and its Subsidiaries as currently conducted or planned to be conducted by the Company and its Subsidiaries, taken as a whole, except where the failure to have such Intellectual Property Rights would not, individually or in the aggregate, have a Company Material Adverse Effect. To the Knowledge of the Company, neither the Company nor any of its Subsidiaries infringes, misappropriates or violates in any material respect any Intellectual Property Rights of any third party, except where such infringement, misappropriation or violation would not, individually or in the aggregate, have a Company Material Adverse Effect. To the Knowledge of the Company, no third party infringes, misappropriates or violates any Intellectual Property Rights owned or exclusively licensed by or to the Company or any of its Subsidiaries, except where such infringement, misappropriation or violation would not, individually or in the aggregate, have a Company Material Adverse Effect.

(b) Section 3.16(b) of the Company Disclosure Letter contains a list as of the date hereof of (i) all material registered United States, state and foreign trademarks, service marks, logos, trade dress and trade names and pending applications to register the foregoing; (ii) all United States and material foreign patents and patent applications; and (iii) all material registered United States and foreign copyrights and pending applications to register the same, in each case owned by the Company and its Subsidiaries.

(c) (i) As of the date of this Agreement, there are no actions, suits or claims or administrative proceedings or investigations pending or, to the Knowledge of the Company,

threatened that challenge or question the validity, enforceability or ownership of Intellectual Property Rights of the Company or any of its Subsidiaries.

(d) The Company and its Subsidiaries have taken reasonable steps to protect the confidentiality of confidential information that is owned, used or held by the Company and its Subsidiaries in the conduct of the business. To the Knowledge of the Company, confidential information owned by Company or any of its Subsidiaries has not been used by or disclosed to any third party except pursuant to valid and appropriate non-disclosure or confidentiality agreements which have not been breached. Subject to Section 3.16(a) and the Company Material Adverse Effect qualification contained therein, the Company and its Subsidiaries are free to make, use, modify, copy, distribute, sell, license, import, export and otherwise exploit all Intellectual Property Rights owned by them ("Company Owned Intellectual Property Rights") on an exclusive basis except for nonexclusive: (i) use pursuant to end-user licenses granted to customers; (ii) distribution rights granted to resellers or distributors in the ordinary course of business; or (iii) nondisclosure or confidentiality agreements pursuant to which any Person has been granted access to Company Owned Intellectual Property Rights without any right to exploit such Company Owned Intellectual Property Rights, except where the failure to make, use, modify, copy, distribute, sell, license, import, export and otherwise exploit such Company Owned Intellectual Property Rights would not, individually or in the aggregate, have a Company Material Adverse Effect.

(e) All personnel, including employees, agents, consultants and contractors, who have contributed to or participated in the conception or development, or both, of the Company Owned Intellectual Property Rights (i) have been and are a party to "work-for-hire" arrangements with Company or one of its Subsidiaries or (ii) have assigned to Company or one of its Subsidiaries all ownership of all tangible and intangible property arising in connection with the conception or development of such Company Owned Intellectual Property Rights.

(f) Section 3.16(f) of the Company Disclosure Letter contains a list of (i) each item of Third Party computer software that is (A) licensed to and actively marketed by the Company or any of its Subsidiaries and (B) material to the Company and it Subsidiaries taken as a whole, and (ii) except as indicated in Section 3.16(f) of the Company Disclosure Letter, the Contracts pursuant to which the foregoing Third Party computer software is licensed to the Company or any of its Subsidiaries. The Company or one of its Subsidiaries owns, as part of the Company Owned Intellectual Property Rights, or has acquired, pursuant to a valid license, rights to all Intellectual Property Rights incorporated into the products of the Company or any of its Subsidiaries or otherwise licensed or provided to such customers, in sufficient quantities and of sufficient scope to cover all of the Company's and its Subsidiaries' past and current use(s) of such Intellectual Property Rights and those reasonably anticipated to be needed in the businesses of the Company or any of its Subsidiaries, except where the failure to own such Intellectual Property Rights would not, individually or in the aggregate, have a Company Material Adverse Effect.

Section 3.17 Opinion of Financial Advisor. The Company has received the oral opinion of Perella Weinberg Partners LP, to be confirmed in writing (with a copy provided solely for informational purposes to Parent promptly after the Company receives such written confirmation), to the effect that, subject to certain assumptions, limitations and qualifications, as

of the date the Board of Directors of the Company approved this Agreement, the Exchange Ratio provided in this Agreement is fair, from a financial point of view, to the holders of the Company Common Stock (other than Parent of any Affiliate of Parent).

Section 3.18 State Takeover Statutes. The Board of Directors of the Company has, to the extent such statutes are applicable, taken all action (including appropriate approvals of the Board of Directors of the Company) necessary to exempt Parent, its Subsidiaries and Affiliates, the Merger, this Agreement and the transactions contemplated hereby from Section 203 of the DGCL. To the Knowledge of the Company, no other Takeover Laws are applicable to the Merger, this Agreement, or any of the transactions contemplated hereby.

Section 3.19 Required Vote of Company Stockholders. The affirmative vote of the holders of a majority of the outstanding shares of Company Common Stock entitled to vote on this Agreement and the Merger is the only vote of holders of securities of the Company which is required to approve and adopt this Agreement and the Merger (the "Company Stockholder Approval"). No other vote of the securityholders of the Company is required by Law, the Company Charter, the Company Bylaws or otherwise in order for the Company to consummate the Merger and the transactions contemplated hereby.

Section 3.20 Reorganization. Neither the Company nor any of its Subsidiaries has taken any action or failed to take any action which action or failure would, to the Knowledge of the Company, jeopardize the qualification of the Merger as a "reorganization" within the meaning of Section 368(a) of the Code. To the Knowledge of the Company, the representations and warranties set forth in the Company Tax Certificate are correct in all material respects as of the date hereof, assuming the Merger occurred on the date hereof.

Section 3.21 Brokers. No broker, investment banker or other Person, other than Perella Weinberg Partners LP, the fees and expenses of which will be paid by the Company, is entitled to any broker's, finder's or other similar fee or commission in connection with or upon the consummation of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

ARTICLE IV

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 4.1 Conduct of Business Pending the Merger. (a) Conduct of Business by the Company. From and after the date hereof and prior to the Effective Time or the date, if any, on which this Agreement is earlier terminated in accordance with Section 7.1 (the "Termination Date"), except (w) as may be required by applicable Law, (x) as may be contemplated, permitted or required by this Agreement, (y) as may be consented to in writing in advance by Parent (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 4.1 of the Company Disclosure Letter, the Company shall, and shall cause each of its Subsidiaries to, conduct its business in all material respects in the ordinary course consistent with past practice and, to the extent consistent therewith, use commercially reasonable efforts to preserve intact its current business organization, keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and

others having dealings with it, in each case in all material respects, to the end that its goodwill and ongoing business shall be unimpaired at the Effective Time; provided, however, that no action by the Company or any of its Subsidiaries with respect to actions taken in accordance with clauses (i) through (xvi) of this Section 4.1(a) shall be deemed to be a breach of this sentence unless such action would constitute a breach of such other provision. Without limiting the generality of the foregoing, and except (x) as may be contemplated, permitted or required by this Agreement, (y) as may be consented to in writing in advance by Parent (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 4.1 of the Company Disclosure Letter (with specific reference to the applicable subsection below), from and after the date hereof and prior to the Effective Time or the Termination Date, the Company shall not, and shall not permit any of its Subsidiaries to:

(i) (A) declare, set aside or pay any dividends on, or make any other actual, constructive or deemed distributions in respect of, any of its capital stock, or otherwise make any payments to its stockholders in their capacity as such, other than dividends or distributions from wholly owned Subsidiaries of the Company to the Company or other wholly owned Subsidiary of the Company, (B) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (C) purchase, redeem or otherwise acquire, or modify or amend any shares of capital stock of the Company or any Subsidiary or any other securities thereof or any rights, warrants or options to acquire, any such shares or other securities;

(ii) (A) authorize for issuance, issue, deliver, sell, pledge, dispose of, grant, transfer or otherwise encumber or agree or commit to issue, deliver, sell, pledge, dispose of, grant, transfer or encumber, any shares of its capital stock, any other voting securities or equity equivalent or any securities convertible into or exchangeable for, or any rights, warrants or options of any kind to acquire, any such shares, voting securities, equity equivalent or convertible or exchangeable securities, other than (1) the grant of Company Stock Options or Unvested Company Shares to employees who are not executive officers or the grant of Stock Units to directors of the Company, in each case in accordance with Section 4.1(a)(ii) of the Company Disclosure Letter and in the ordinary course of business consistent with past practice, or (2) the issuance of shares of Company Common Stock upon the exercise of Company Stock Options, upon the settlement of any Stock Units and upon the vesting of any Unvested Company Shares or other awards under the Company Stock Plans, and pursuant to the Company Stock Purchase Plan, in each case, in accordance with their terms, (B) enter into any amendment of any term of any of its outstanding securities or (C) accelerate the vesting of any options, restricted stock, warrants or other shares of capital stock or rights of any kind to acquire any shares of capital stock to the extent that such acceleration of vesting does not occur automatically under the terms of any such interests, plans or agreements governing such interests, as in effect prior to the date of this Agreement;

(iii) (A) amend the Company Charter or the Company Bylaws or (B) amend in any material respect the charter, bylaws or other comparable organizational documents of any Subsidiary of the Company, except, in the case of each of the foregoing clauses (A) and (B), as may be required by Law or the rules and regulations of the SEC or Nasdaq;

(iv) (A) acquire or agree to acquire by merging or consolidating with, by purchasing a substantial portion of the assets of, or equity in, or by any other manner, any business or any corporation, limited liability company, partnership, Joint Venture, association or other business organization or division thereof, in each case for consideration in excess of $2,000,000 individually or $5,000,000 in the aggregate, or (B) otherwise acquire or agree to acquire any assets, other than assets acquired in the ordinary course of business consistent with past practice, that have a fair market value at the time of acquisition in excess of $2,000,000 individually or $5,000,000 in the aggregate;

(v) sell, transfer, lease, license (as licensor of Intellectual Property Rights of the Company), mortgage, pledge, encumber or otherwise dispose of any of its properties or assets, other than sales, leases or licenses of products or services in the ordinary course of business consistent with past practice, that have a fair market value at the time of acquisition in excess of $5,000,000 individually or $10,000,000 in the aggregate;

(vi) (A) incur, assume or modify any indebtedness for borrowed money, guarantee, endorse or otherwise become liable or responsible for (whether directly, contingently or otherwise), any such indebtedness or other obligations of another Person, except for (1) such indebtedness or other obligations incurred pursuant to the Company's existing revolving credit facility and prepayable at any time without premium or penalty, in each case in the ordinary course of business consistent with past practice, which at any time shall not exceed $15,000,000, or (2) indebtedness in replacement of (and of the same principal amount as) the Company's existing indebtedness, which matures by its terms prior to the Closing Date;

(vii) adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization or any other reorganization, other than the Merger;

(viii) enter into, adopt or amend any severance plan, retention or change of control plan, program, policy or Contract; Company Plan; Company Employee Agreement; consulting Contract; or Company Stock Plan, except (A) as required by applicable Law, (B) for entry into any severance Contract with (x) any newly-hired employee in connection with the hiring of such employee or (y) any current employee who is not an executive officer as of the date hereof in connection with the termination of employment of such employee, in each case, in the ordinary course of business consistent with past practices, or (C) in the case of any consulting Contract or temporary employee arrangement, as would not result in a material cost to the Company or any of its Subsidiaries;

(ix) (A) increase the compensation or benefits payable or to become payable to its directors, officers or employees, except for increases in accordance with the Company's fiscal 2010 budget and capital expenditure plan made available to Parent prior to the date of this Agreement (the " Company 2010 Plan") in the ordinary course of business consistent with past practice in cash compensation of employees of the Company or any of its Subsidiaries who are not executive officers of the Company, or (B) establish, adopt, enter into or, except as may be required to comply with applicable

Law, amend or otherwise take action to enhance or accelerate any rights or benefits under, any labor, bonus, profit sharing, incentive, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other compensation or benefit plan, Contract, trust, fund, policy or arrangement for the benefit of any current or former director, officer or employee, except in the ordinary course of business consistent with past practice, as may be required to comply with applicable Law or as required under such plan, Contract, trust, fund, policy or arrangement;

(x) make or adopt any material change to its accounting methods, practices or policies (other than actions required to be taken by GAAP or the SEC);

(xi) (A) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any position, make or change any election or adopt any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods or (B) settle or compromise any material Action or audit related to Taxes;

(xii) (A) modify, amend, cancel, terminate, extend or request any material change in, or agree to any material change in, any Company Contract (other than ordinary course credits or discounts given to customers which are not material to the Company and its Subsidiaries taken as a whole), in each case, which is materially adverse to the Company and its Subsidiaries taken as a whole, or (B) waive, release or assign, in any respect, any rights under any Company Contract, which waiver, release or assignment would be materially adverse to the Company and its Subsidiaries taken as a whole;

(xiii) enter into any Contract that is material to the Company and its Subsidiaries taken as a whole with any Third Party (A) that would, after the Effective Time, materially limit or restrict the manner or localities in which Parent and its Subsidiaries may conduct business; or (B) that contains most favored nation pricing or exclusivity provisions or non-solicitation provisions with respect to the employees of such Third Party;

(xiv) make or agree to make any loans, advances or capital contributions to, or other investments in, any other Person or capital expenditures, with a value in excess of $7,500,000 in the aggregate, except (A) as contemplated by the Company 2010 Plan, (B) as made in connection with any transaction solely between the Company and any of its Subsidiaries or between Subsidiaries of the Company, (C) for commitments made to customers or clients of the Company in the ordinary course of business consistent with past practice, or (D) letters of credit, bonds or similar instruments provided to landlords, customers or other persons in the ordinary course of business consistent with past practice;

(xv) waive, release, assign, settle or compromise any Action against the Company or any of its Subsidiaries, other than (A) waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages by the Company or any of its Subsidiaries (x) equal to or lesser than the amounts reserved with

respect to such specific matter in the Company SEC Documents filed prior to the date of this Agreement or (y) that do not exceed $5,000,000 in the aggregate, (B) in accordance with Section 5.17 or (C) as permitted under clause (A) of Section 4.1(a)(xii); or

(xvi) authorize, recommend, propose or announce an intention to do any of the foregoing or enter into any Contract to do any of the foregoing.

(b) Conduct of Business by Parent. From and after the date hereof and prior to the Effective Time or the Termination Date, except (w) as may be required by applicable Law, (x) as may be contemplated, permitted or required by this Agreement or the Framework Agreement, (y) as may be consented to in writing in advance by the Company (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 4.1 of the Parent Disclosure Letter, Parent shall, and shall cause each of its Subsidiaries to, conduct its business in all material respects in the ordinary course consistent with past practice and, to the extent consistent therewith, use commercially reasonable efforts to preserve intact its current business organization, and preserve its relationships with customers, suppliers and others having dealings with it, in each case in all material respects, to the end that its goodwill and ongoing business shall be unimpaired at the Effective Time; provided, however, that no action by Parent or any of its Subsidiaries with respect to actions taken in accordance with clauses (i) through (xv) of this Section 4.1(b) shall be deemed to be a breach of this sentence unless such action would constitute a breach of such other provision. Without limiting the generality of the foregoing, and except (w) as may be required by applicable Law, (x) as may be contemplated, permitted or required by this Agreement or the Framework Agreement, (y) as may be consented to in writing in advance by the Company (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as set forth in Section 4.1 of the Parent Disclosure Letter (with specific reference to the applicable subsection below), from and after the date hereof and prior to the Effective Time or the Termination Date, Parent shall not, and shall not permit any of its Subsidiaries to:

(i) (A) declare, set aside or pay any dividends on, or make any other actual, constructive or deemed distributions in respect of, any of its capital stock, or otherwise make any payments to its stockholders in their capacity as such, other than dividends or distributions from wholly owned Subsidiaries of Parent to Parent or other wholly owned Subsidiary of Parent, (B) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (C) purchase, redeem or otherwise acquire, or modify or amend any shares of capital stock of Parent or any Subsidiary or any other securities thereof or any rights, warrants or options to acquire, any such shares or other securities;

(ii) (A) authorize for issuance, issue, deliver, sell, pledge, dispose of, grant, transfer or otherwise encumber or agree or commit to issue, deliver, sell, pledge, dispose of, grant, transfer or encumber, any shares of its capital stock, any other voting securities or equity equivalent or any securities convertible into or exchangeable for, or any rights, warrants or options of any kind to acquire, any such shares, voting securities, equity equivalent or convertible or exchangeable securities, other than (1) the grant of Unvested Parent Shares to employees who are not executive officers in the ordinary course of business consistent with past practice, or (2) the issuance of shares of Parent Common Stock upon the exercise of Parent Stock Options, and upon the vesting of any Unvested

Parent Shares or other awards under Parent Stock Plans, and pursuant to the Parent Stock Purchase Plan, in each case, in accordance with their terms, (B) enter into any amendment of any term of any of its outstanding securities or (C) accelerate the vesting of any options, restricted stock, warrants or other shares of capital stock or rights of any kind to acquire any shares of capital stock to the extent that such acceleration of vesting does not occur automatically under the terms of any such interests, plans or agreements governing such interests, as in effect prior to the date of this Agreement;

(iii) (A) amend the Parent Charter or the Parent Bylaws or (B) amend in any material respect the charter, bylaws or other comparable organizational documents of any Subsidiary of Parent, except, in the case of each of the foregoing clauses (A) and (B), as may be required by Law or the rules and regulations of the SEC or Nasdaq;

(iv) (A) acquire or agree to acquire by merging or consolidating with, by purchasing a substantial portion of the assets of, or equity in, or by any other manner, any business or any corporation, limited liability company, partnership, Joint Venture, association or other business organization or division thereof, in each case for aggregate consideration in excess of $2,000,000 individually or $5,000,000 in the aggregate, or (B) otherwise acquire or agree to acquire any assets, other than assets acquired in the ordinary course of business consistent with past practice, that have a fair market value at the time of acquisition in excess of $2,000,000 individually or $5,000,000 in the aggregate;

(v) sell, transfer, lease, license (as licensor of Intellectual Property Rights of Parent), mortgage, pledge, encumber or otherwise dispose of any of its properties or assets, other than sales, leases or licenses of products or services in the ordinary course of business consistent with past practice, that have a fair market value at the time of acquisition in excess of $5,000,000 individually or $10,000,000 in the aggregate;

(vi) (A) incur, assume or modify any indebtedness for borrowed money, guarantee, endorse or otherwise become liable or responsible for (whether directly, contingently or otherwise), any such indebtedness or other obligations of another Person, except for (1) such indebtedness or other obligations incurred pursuant to Parent's existing revolving credit facility and prepayable at any time without premium or penalty, in each case in the ordinary course of business consistent with past practice, which at any time shall not exceed $15,000,000, (2) indebtedness in replacement of (and of the same principal amount as) Parent's existing indebtedness, which matures by its terms prior to the Closing Date or (3) the Debt Financing or any Alternative Financing;

(vii) adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization or any other reorganization, other than the Merger;

(viii) enter into, adopt or amend any severance plan, retention or change of control plan, program, policy or Contract; Parent Plan; Parent Employee Agreement; consulting Contract; or Parent Stock Plan, except (A) as required by applicable Law, (B) for entry into any severance Contract with (x) any newly-hired employee in connection with the hiring of such employee or (y) any current employee who is not an

executive officer as of the date hereof in connection with the termination of employment of such employee, in each case, in the ordinary course of business consistent with past practices, or (C) in the case of any consulting Contract or temporary employee arrangement, as would not result in a material cost to Parent or any of its Subsidiaries;

(ix) make or adopt any material change to its accounting methods, practices or policies (other than actions required to be taken by GAAP or the SEC);

(x) (A) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any position, make or change any election or adopt any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods or (B) settle or compromise any material Action or audit related to Taxes;

(xi) (A) modify, amend, cancel, terminate, extend or request any material change in, or agree to any material change in, any Parent Contract (other than ordinary course credits or discounts given to customers which are not material to Parent and its Subsidiaries taken as a whole), in each case, which is materially adverse to Parent and its Subsidiaries taken as a whole, or (B) waive, release or assign, in any respect, any rights under any Parent Contract, which waiver, release or assignment would be materially adverse to Parent and its Subsidiaries taken as a whole;

(xii) make or agree to make any loans, advances or capital contributions to, or other investments in, any other Person or capital expenditures, with a value in excess of $7,500,000 in the aggregate, except (A) as contemplated by Parent's fiscal 2010 budget and capital expenditure plan and Parent's fiscal 2011 budget and capital expenditure plan, in each case made available to the Company prior to the date of this Agreement, (B) as made in connection with any transaction solely between Parent and any of its Subsidiaries or between Subsidiaries of Parent, (C) for commitments made to customers or clients of Parent in the ordinary course of business consistent with past practice, or (D) letters of credit, bonds or similar instruments provided to landlords, customers or other persons in the ordinary course of business consistent with past practice;

(xiii) waive, release, assign, settle or compromise any Action against Parent or any of its Subsidiaries, other than (A) waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages by Parent or any of its Subsidiaries (x) equal to or lesser than the amounts reserved with respect to such specific matter in the Parent SEC Documents filed prior to the date of this Agreement or (y) that do not exceed $5,000,000 in the aggregate, (B) in accordance with Section 5.17, or (c) as permitted under clause (A) of Section 4.1(b)(xi);

(xiv) (A) solicit or initiate, participate in any discussions or negotiations with respect to, or provide any information to any Third Party in connection with, any Acquisition Candidate Proposal or (B) enter into any letter of intent or agreement in principle or any Contract providing for any Acquisition Candidate Proposal, that in each case of the immediately foregoing clauses (A) and (B) would reasonably be expected to (x) adversely impact or delay Parent in obtaining the Parent Stockholder Approval or the

Debt Financing or (y) otherwise materially impair, delay or prevent the consummation of the Merger, the Coniston Transaction, or any of the other transactions contemplated by this Agreement or the Framework Agreement; or

(xv) authorize, recommend, propose or announce an intention to do any of the foregoing or enter into any Contract to do any of the foregoing.

Section 4.2 No Solicitation With Respect to Company. (a) From the date of this Agreement until the earlier of the Effective Time or the Termination Date, the Company shall not, nor shall it permit any of its Subsidiaries to, nor shall it authorize or permit any officer, director or employee of (in each case solely in their respective capacities as an officer, director and/or employee of the Company or any of its Subsidiaries), or any financial advisor, attorney, accountant or other advisor or representative ("Representatives") of, the Company or any of its Subsidiaries to, directly or indirectly, (i) solicit, initiate or knowingly facilitate, induce or encourage the submission of, any Company Takeover Proposal (as hereinafter defined); (ii) enter into any letter of intent or agreement in principle or any Contract providing for, relating to or in connection with, any Company Takeover Proposal or any proposal that could reasonably be expected to lead to a Company Takeover Proposal; (iii) approve, endorse or recommend any Company Takeover Proposal; (iv) enter into, continue or otherwise participate in any discussions or negotiations with any Third Party with respect to any Company Takeover Proposal; or (v) furnish to any Third Party any non-public information regarding the Company or any of its Subsidiaries to, or afford access to the properties, books and records of the Company to, any Third Party in connection with or in response to any Company Takeover Proposal; provided, however, that nothing contained in this Agreement shall prohibit (A) the Company or its Board of Directors from complying with Rules 14d-9 and 14e-2 promulgated under the Exchange Act with regard to any Company Takeover Proposal or publicly disclosing the existence of any Company Takeover Proposal to the extent required by applicable Law; provided, however, that (x) compliance with such rules shall in no way limit or modify the effect that any such action pursuant to such rules has under this Agreement and (y) in no event shall the Company or its Board of Directors, or any committee thereof, take, or agree or resolve to take, any action prohibited by Section 5.2(e), or (B) the Company or its Board of Directors, directly or indirectly through any of its officers, directors, employees or Representatives, prior to obtaining the Company Stockholder Approval, from taking any of the actions described in clauses (iv) and (v) above in this Section 4.2(a) in response to any unsolicited bona fide written Company Takeover Proposal that the Board of Directors of the Company concludes in good faith, after consultation with its outside financial advisors, constitutes or is reasonably expected to result in, a Superior Proposal if (1) the Board of Directors of the Company concludes in good faith, after consultation with its outside legal counsel, that the failure to take such action with respect to such Company Takeover Proposal would be inconsistent with the exercise by the Board of Directors of its fiduciary duties under applicable Law, (2) such Company Takeover Proposal was not solicited in violation of this Section 4.2, and (3) prior to furnishing any non-public information to, or entering into discussions or negotiations with, such Third Party (x) the Company receives from such Third Party an executed confidentiality agreement with provisions not less favorable to the Company than those contained in the Confidentiality Agreement, and (y) the Company provides to Parent in accordance with Section 4.2(b) the information required under Section 4.2(b) to be delivered by the Company to Parent. The Company agrees that it and its Subsidiaries shall not enter into any confidentiality agreement with any Person subsequent to the date of this

Agreement that prohibits the Company from providing information to Parent that is required to be provided to Parent under this Section 4.2.

(b) The Company shall promptly, and in any event no later than twenty-four (24) hours after it receives any Company Takeover Proposal, or any written request for nonpublic information regarding the Company or any of its Subsidiaries in connection with a Company Takeover Proposal or any inquiry with respect to or which could reasonably be expected to lead to any Company Takeover Proposal, advise Parent orally and in writing of such Company Takeover Proposal or request, including providing the identity of the Third Party making or submitting such Company Takeover or request, and, (i) if it is in writing, a copy of such Company Takeover Proposal and any related draft agreements and other written material setting forth the material terms and conditions of such Company Takeover Proposal and (ii) if oral, a reasonably detailed summary thereof that is made or submitted by any Third Party during the period between the date hereof and the Closing. The Company shall keep Parent informed in all material respects on a prompt basis of the status and details of any such Company Takeover Proposal or with respect to any change to the material terms of any such Company Takeover Proposal. The Company agrees that, subject to restrictions under Laws applicable to the Company and its Subsidiaries, it shall promptly provide to Parent any non-public information concerning the Company and its Subsidiaries that the Company provides to any Third Party in connection with any Company Takeover Proposal which was not previously provided to Parent.

(c) Immediately following the execution of this Agreement, the Company shall, and shall cause its Subsidiaries and its and their respective officers, directors and employees, and shall cause its and their respective Representatives to, immediately cease and terminate any activities, discussions or negotiations existing as of the date of this Agreement between the Company or any of its Subsidiaries or any of their respective officers, directors, employees or Representatives, on the one hand, and any Third Party, on the other hand, with respect to any Company Takeover Proposal.

Section 4.3 No Solicitation With Respect to Parent. (a) From the date of this Agreement until the earlier of the Effective Time or the Termination Date, Parent shall not, nor shall it permit any of its Subsidiaries to, nor shall it authorize or permit any officer, director or employee of (in each case solely in their respective capacities as an officer, director and/or employee of Parent or any of its Subsidiaries), or any Representative of, Parent or any of its Subsidiaries to, directly or indirectly, (i) solicit, initiate or knowingly facilitate, induce or encourage the submission of, any Parent Takeover Proposal (as hereinafter defined); (ii) enter into any letter of intent or agreement in principle or any Contract providing for, relating to or in connection with, any Parent Takeover Proposal or any proposal that could reasonably be expected to lead to a Parent Takeover Proposal; (iii) approve, endorse or recommend any Parent Takeover Proposal; (iv) enter into, continue or otherwise participate in any discussions or negotiations with any Third Party with respect to any Parent Takeover Proposal; or (v) furnish to any Third Party any non-public information regarding Parent or any of its Subsidiaries to, or afford access to the properties, books and records of Parent to, any Third Party in connection with or in response to any Parent Takeover Proposal; provided, however, that nothing contained in this Agreement shall prohibit (A) Parent or its Board of Directors from complying with Rules 14d-9 and 14e-2 promulgated under the Exchange Act with regard to any Parent Takeover Proposal or publicly disclosing the existence of any Parent Takeover Proposal to the extent

required by applicable Law; provided, however, that (x) compliance with such rules shall in no way limit or modify the effect that any such action pursuant to such rules has under this Agreement and (y) in no event shall Parent or its Board of Directors, or any committee thereof, take, or agree or resolve to take, any action prohibited by Section 5.2(b), or (B) Parent or its Board of Directors, directly or indirectly through any of its officers, directors, employees or Representatives, prior to obtaining the Parent Stockholder Approval, from taking any of the actions described in clauses (iv) and (v) above in this Section 4.3(a) in response to any unsolicited bona fide written Parent Takeover Proposal that the Board of Directors of Parent concludes in good faith, after consultation with its outside financial advisors, constitutes or is reasonably expected to result in, a Superior Proposal if (1) the Board of Directors of Parent concludes in good faith, after consultation with its outside legal counsel, that the failure to take such action with respect to such Parent Takeover Proposal would be inconsistent with the exercise by the Board of Directors of its fiduciary duties under applicable Law, (2) such Parent Takeover Proposal was not solicited in violation of this Section 4.3, and (3) prior to furnishing any non-public information to, or entering into discussions or negotiations with, such Third Party (x) Parent receives from such Third Party an executed confidentiality agreement with provisions not less favorable to Parent than those contained in the Confidentiality Agreement, and (y) Parent provides to the Company in accordance with Section 4.3(b) the information required under Section 4.3(b) to be delivered by Parent to the Company. Parent agrees that it and its Subsidiaries shall not enter into any confidentiality agreement with any Person subsequent to the date of this Agreement that prohibits Parent from providing information to the Company that is required to be provided to the Company under this Section 4.3.

(b) Parent shall promptly, and in any event no later than twenty-four (24) hours after it receives any Parent Takeover Proposal, or any written request for nonpublic information regarding Parent or any of its Subsidiaries in connection with a Parent Takeover Proposal, advise the Company orally and in writing of such Parent Takeover Proposal or request, including providing the identity of the Third Party making or submitting such Parent Takeover or request, and, (i) if it is in writing, a copy of such Parent Takeover Proposal and any related draft agreements and other written material setting forth the material terms and conditions of such Parent Takeover Proposal and (ii) if oral, a reasonably detailed summary thereof that is made or submitted by any Third Party during the period between the date hereof and the Closing. Parent shall keep the Company informed in all material respects on a prompt basis of the status and details of any such Parent Takeover Proposal or with respect to any change to the material terms of any such Parent Takeover Proposal. Parent agrees that, subject to restrictions under Laws applicable to Parent and its Subsidiaries, it shall promptly provide to the Company any non-public information concerning Parent and its Subsidiaries that Parent provides to any Third Party in connection with any Parent Takeover Proposal which was not previously provided to the Company.

(c) Immediately following the execution of this Agreement, Parent shall, and shall cause its Subsidiaries and its and their respective officers, directors and employees, and shall cause its and their respective Representatives to, immediately cease and terminate any activities, discussions or negotiations existing as of the date of this Agreement between Parent or any of its Subsidiaries or any of their respective officers, directors, employees or Representatives, one the one hand, and any Third Party, on the other hand, with respect to any Parent Takeover Proposal.

Section 4.4 Third Party Standstill Agreements. (a) During the period from the date of this Agreement through the earlier of the Effective Time and the Termination Date, the Company shall not terminate, amend, modify or waive any provision of any confidentiality agreement relating to a Company Takeover Proposal or standstill agreement to which the Company or any of its Subsidiaries is a party (other than any involving Parent). During such period, the Company agrees to enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreements, including obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof in any court of the United States or any state thereof having jurisdiction.

(b) During the period from the date of this Agreement through the earlier of the Effective Time and the Termination Date, Parent shall not terminate, amend, modify or waive any provision of any confidentiality agreement relating to a Parent Takeover Proposal or standstill agreement to which Parent or any of its Subsidiaries is a party (other than any involving the Company). During such period, Parent agrees to enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreements, including obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof in any court of the United States or any state thereof having jurisdiction.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1 Preparation of the Registration Statement and the Joint Proxy Statement. As promptly as practicable following the date of this Agreement, Parent and the Company shall prepare, and Parent shall file with the SEC, the Registration Statement, in which the Joint Proxy Statement will be included as a prospectus. Each of Parent and the Company shall cooperate in the preparation and filing of the Registration Statement and Joint Proxy Statement. Each of Parent and the Company shall use its commercially reasonable efforts to cause the Registration Statement and the Joint Proxy Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the Merger and the other transactions contemplated hereby. The Company and Parent shall provide the other with the opportunity to review and comment on such documents prior to their filing with the SEC. No filing of, or amendment or supplement to, the Registration Statement or the Joint Proxy Statement will be made by Parent or the Company, as applicable, without the other's prior consent (which shall not be unreasonably withheld, delayed or conditioned) and without providing the other the opportunity to review and comment thereon. Each of Parent and the Company shall use commercially reasonable efforts to cause to be delivered to the other a "comfort letter" of its independent auditors, dated the date that is two (2) Business Days prior to the date on which the Registration Statement becomes effective. Parent or the Company, as applicable, will advise the other promptly after it receives oral or written notice of the time when the Registration Statement has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of the Parent Common Stock issuable as the Per Share Merger Consideration in connection with the Merger for offering or sale in any jurisdiction, or any oral or written request by the SEC for amendment of the Registration Statement or the Joint

Proxy Statement or comments thereon and responses thereto or requests by the SEC for additional information, and will promptly provide the other with copies of any written communication from the SEC or any state securities commission. If at any time prior to the Effective Time any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, should be discovered by Parent or the Company which should be set forth in an amendment or supplement to any of the Registration Statement or the Joint Proxy Statement, so that any of such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and Parent and the Company shall cooperate as appropriate to prepare and promptly file with the SEC an appropriate amendment or supplement describing such information shall be promptly filed with the SEC, after the other party has had a reasonable opportunity to review and comment thereon, and, to the extent required by applicable Law, disseminated to the respective stockholders of the Company. As promptly as practicable after the Registration Statement shall have become effective, the Company shall distribute the Joint Proxy Statement to its stockholders.

Section 5.2 Stockholder Meetings. (a) Each of the Company and Parent shall take all action necessary in accordance with applicable Laws and (i) the Company Charter and the Company Bylaws, in the case of the Company, and (ii) the Parent Charter and the Parent Bylaws, in the case of Parent, to duly give notice of, convene and hold a meeting of its stockholders, respectively, to be held as promptly as practicable after the Registration Statement is declared effective under the Securities Act, to consider (x) in the case of Parent, the Share Issuance (the " Parent Stockholder Meeting") and (y) in the case of the Company, the adoption of this Agreement and the approval of the transactions contemplated hereby, including the Merger (the " Company Stockholder Meeting" and together with the Parent Stockholder Meeting, the " Stockholder Meetings"). The Company and Parent shall coordinate and cooperate with respect to the timing of such meetings and shall use their commercially reasonable efforts to hold such meetings on the same day.

(b) Parent shall, through its Board of Directors, recommend that its stockholders approve the Share Issuance, shall use commercially reasonable efforts to (i) solicit from its stockholders proxies in favor of the Share Issuance and (ii) take all other action necessary or advisable to secure the Parent Stockholder Approval. Except as otherwise provided in Section 5.2(c) or Section 5.2(d), neither the Board of Directors of Parent nor any committee thereof shall (A) withhold, withdraw, modify or qualify, or propose publicly to withhold, withdraw, modify or qualify the Parent Recommendation in a manner adverse to the Company or (B) recommend, adopt or approve, or publicly propose to recommend, adopt or approve, any Parent Takeover Proposal (any action described in clause (A) or (B) being referred to as a "Parent Adverse Recommendation Change ").

(c) Notwithstanding anything in this Agreement to the contrary, with respect to a Parent Takeover Proposal, the Board of Directors of Parent may, at any time prior to receipt of the Parent Stockholder Approval, effect a Parent Adverse Recommendation Change, if (and only if): (i) a written Parent Takeover Proposal that was not solicited in violation of Section 4.3(a) is made to Parent by a Third Party and such Parent Takeover Proposal is not withdrawn; (ii) the Board of Directors of Parent determines in good faith after consultation with its financial

advisors that such Parent Takeover Proposal constitutes a Superior Proposal; (iii) following consultation with its outside legal counsel, the Board of Directors of Parent determines that the failure to make a Parent Adverse Recommendation Change would be inconsistent with the exercise of its fiduciary duties to the stockholders of Parent under applicable Laws; (iv) Parent provides the Company five (5) Business Days' prior written notice of its intention to take such action, which notice shall include the information with respect to such Superior Proposal that is specified in Section 4.3(b); (v) during such five Business Day period, Parent and its Representatives have negotiated in good faith with the Company regarding any revisions to the terms of the transactions contemplated by this Agreement proposed by the Company in response to such Superior Proposal; and (vi) at the end of the five (5) Business Day period described in the immediately foregoing clause (v), the Board of Directors of Parent again makes the determination in good faith after consultation with its outside legal counsel and financial advisors (and taking into account any adjustment or modification of the terms of this Agreement proposed by the Company) that the Parent Takeover Proposal continues to be a Superior Proposal and that the failure to make a Parent Adverse Recommendation Change would be inconsistent with the exercise by the Board of Directors of Parent of its fiduciary duties to the stockholders of Parent under applicable Laws.

(d) Nothing in this Agreement shall prohibit or restrict the Board of Directors of Parent, in circumstances not involving or relating to a Parent Takeover Proposal, from effecting a Parent Adverse Recommendation Change in response to the occurrence of a Parent Intervening Event if (and only if): (i) the Board of Directors of Parent determines in good faith (after consultation with its outside legal counsel) that failure to take such action would be inconsistent with the exercise by the Board of Directors of Parent of its fiduciary duties to the stockholders of Parent under applicable Laws; (ii) Parent has provided to the Company at least five (5) Business Days' prior written notice describing the Parent Intervening Event and advising the Company that Board of Directors of Parent intends to take such action and specifying the reasons therefor in reasonable detail; (iii) during such five (5) Business Day period, Parent and its Representatives have negotiated in good faith with the Company regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by the Company in response to such Parent Intervening Event; and (iv) at the end of the five (5) Business Day period described in the immediately foregoing clause (iii), the Board of Directors of Parent again makes the determination in good faith after consultation with its outside legal counsel (and taking into account any adjustment or modification of the terms of this Agreement proposed by the Company) that a Parent Intervening Event continues to exist and that the failure to make a Parent Adverse Recommendation Change would be inconsistent with the exercise by the Board of Directors of Parent of its fiduciary duties to the stockholders of Parent under applicable Laws. Parent agrees to submit the Share Issuance to its stockholders for approval whether or not the Board of Directors of Parent determines to make a Parent Adverse Recommendation Change.

(e) The Company shall, through its Board of Directors, recommend that its stockholders adopt and approve this Agreement and the transactions contemplated hereby, including the Merger, shall use commercially reasonable efforts to (i) solicit from its stockholders proxies in favor of the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger, and (ii) take all other action necessary or advisable to secure the Company Stockholder Approval. Except as otherwise provided in Section 5.2(f) or Section 5.2(g), neither the Board of Directors of the Company nor any

committee thereof shall (A) withhold, withdraw, modify or qualify, or propose publicly to withhold, withdraw, modify or qualify the Company Recommendation in a manner adverse to Parent or (B) recommend, adopt or approve, or publicly propose to recommend, adopt or approve, any Company Takeover Proposal (any action described in clause (A) or (B) being referred to as a "Company Adverse Recommendation Change").

(f) Notwithstanding anything in this Agreement to the contrary, with respect to a Company Takeover Proposal, the Board of Directors of the Company may at any time prior to receipt of the Company Stockholder Approval, effect a Company Adverse Recommendation Change, if (and only if): (i) a written Company Takeover Proposal that was not solicited in violation of Section 4.2(a) is made to the Company by a Third Party and such Company Takeover Proposal is not withdrawn; (ii) the Board of Directors of the Company determines in good faith after consultation with its financial advisors that such Company Takeover Proposal constitutes a Superior Proposal; (iii) following consultation with its outside legal counsel, the Board of Directors of the Company determines that the failure to make a Company Adverse Recommendation Change would be inconsistent with the exercise of its fiduciary duties to the stockholders of the Company under applicable Laws; (iv) the Company provides Parent five (5) Business Days' prior written notice of its intention to take such action, which notice shall include the information with respect to such Superior Proposal that is specified in Section 4.2(b); (v) during such five (5) Business Day period, the Company and its Representatives have negotiated in good faith with Parent regarding any revisions to the terms of the transactions contemplated by this Agreement proposed by Parent in response to such Superior Proposal; and (vi) at the end of the five (5) Business Day period described in the foregoing clause (v), the Board of Directors of the Company again makes the determination in good faith after consultation with its outside legal counsel and financial advisors (and taking into account any adjustment or modification of the terms of this Agreement proposed by Parent) that the Company Takeover Proposal continues to be a Superior Proposal and that the failure to make a Company Adverse Recommendation Change would be inconsistent with the exercise by the Board of Directors of the Company of its fiduciary duties to the stockholders of the Company under applicable Laws.

(g) Nothing in this Agreement shall prohibit or restrict the Board of Directors of the Company, in circumstances not involving or relating to a Company Takeover Proposal, from effecting a Company Adverse Recommendation Change in response to the occurrence a Company Intervening Event if (and only if): (i) the Board of Directors of the Company determines in good faith (after consultation with its outside legal counsel) that failure to take such action would be inconsistent with the exercise by the Board of Directors of the Company of its fiduciary duties to the stockholders of the Company under applicable Laws; (ii) the Company has provided Parent at least five (5) Business Days' prior written notice describing the Company Intervening Event and advising Parent that the Board of Directors of the Company intends to take such action and specifying the reasons therefor in reasonable detail; (iii) during such five (5) Business Day period, the Company and its Representatives have negotiated in good faith with Parent regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Parent in response to such Company Intervening Event; and (iv) at the end of the five (5) Business Day period described in the foregoing clause (iii), the Board of Directors of the Company again makes the determination in good faith after consultation with its outside legal counsel (and taking into account any adjustment or modification of the terms of this Agreement proposed by Parent) that a Company Intervening Event continues to exist and that the failure to

make a Company Adverse Recommendation Change would be inconsistent with the exercise by the Board of Directors of the Company of its fiduciary duties to the stockholders of the Company under applicable Laws. The Company agrees to submit this Agreement to its stockholders for approval and adoption whether or not the Board of Directors of the Company determines to make a Company Adverse Recommendation Change.

Section 5.3 Access to Information. Subject to currently existing contractual restrictions and restrictions under Laws applicable to Parent or to the Company or any of their respective Subsidiaries, as the case may be, each of Parent and the Company shall afford to the other party and to the officers, employees and Representatives of such other party, reasonable access during normal business hours during the period from the date of this Agreement through the earlier of the Effective Time and the Termination Date, to its and its Subsidiaries' employees, properties, books, contracts, commitments and records (including the work papers of independent accountants, if available and subject to the consent of such independent accountants), and such other information concerning its business, properties and personnel as the other may reasonably request. No investigation pursuant to this Section 5.3 shall affect any representation or warranty in this Agreement of any party hereto or any condition to the obligations of the parties hereto. Notwithstanding the foregoing, neither the Company nor Parent shall be required to afford such access if it would cause a risk of a loss of privilege to such party or any of its Subsidiaries or would constitute a violation of any applicable Law (it being agreed that the parties shall use their commercially reasonable efforts to cause such information to be provided in a manner that does not cause such violation). All information obtained pursuant to this Section 5.3 shall be kept confidential in accordance with the Confidentiality Agreement, dated November 12, 2009, between Parent, Manchester and the Company, as amended (the " Confidentiality Agreement").

Section 5.4 Current Nasdaq Quotation. Each of Parent and the Company shall use its commercially reasonable efforts to continue the quotation of the Parent Common Stock and the Company Common Stock, respectively, on Nasdaq during the term of this Agreement.

Section 5.5 Fees and Expenses. (a) Except as provided in this Section 5.5 and Section 5.10, whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the party incurring such costs and expenses; provided, however, that all HSR Act filing fees and all costs and expenses incurred in connection with the printing, filing and mailing of the Joint Proxy Statement and the Registration Statement (including the applicable SEC filing fees) shall be divided equally between Parent and the Company.

(b) Notwithstanding any provision in this Agreement to the contrary, if this Agreement is terminated by the Company or Parent pursuant to Section 7.1(d)(i) or by Parent pursuant to Section 7.1(b) and, in each case, a Company Takeover Proposal existed between the date hereof and the Termination Date and, in the case of a termination pursuant to Section 7.1(d)(i), the Company Stockholder Approval has not been obtained at least five (5) Business Days prior to the Outside Date, then the Company shall (without prejudice to any other rights Parent may have against the Company for breach of this Agreement) reimburse Parent within two (2) Business Days after the Termination Date by wire transfer of immediately available

funds to an account specified in writing by Parent for all Transaction Expenses of Parent; provided, however, that in the case of a termination by Parent pursuant to Section 7.1(b), the Company shall not be required to reimburse Parent such Transaction Expenses if Parent or Merger Sub is then in breach of any of its agreements, representations and warranties contained in this Agreement in a manner that would result in Section 6.2(a) not being satisfied.

(c) Notwithstanding any provision in this Agreement to the contrary, if this Agreement is terminated by the Company or Parent pursuant to Section 7.1(d)(i) or by the Company pursuant to Section 7.1(c) and, in each case, a Parent Takeover Proposal existed between the date hereof and the Termination Date and, in the case of a termination pursuant to Section 7.1(d)(i), the Parent Stockholder Approval has not been obtained at least five (5) Business Days prior to the Outside Date, then Parent shall (without prejudice to any other rights the Company may have against Parent for breach of this Agreement) reimburse the Company within two (2) Business Days after the Termination Date by wire transfer of immediately available funds to an account specified in writing by the Company for all Transaction Expenses of the Company; provided, however, that in the case of a termination by the Company pursuant to Section 7.1(c), Parent shall not be required to reimburse the Company such Transaction Expenses if the Company is then in breach of any of its agreements, representations and warranties contained in this Agreement in a manner that would result in Section 6.3(a) not being satisfied.

(d) Notwithstanding any provision in this Agreement to the contrary, if (i) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(d)(i) or by Parent pursuant to Section 7.1(b) and, in each case, a Company Takeover Proposal existed between the date hereof and the Termination Date and, in the case of a termination pursuant to Section 7.1(d)(i), the Company Stockholder Approval has not been obtained at least five (5) Business Days prior to the Outside Date, and, concurrently with, or within twelve months after, any such Termination Date, a Company Acquisition Transaction is consummated or the Company or any of its Subsidiaries enters into any letter of intent, agreement in principle, acquisition agreement or other similar agreement with respect to a Company Acquisition Transaction or (ii) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(e) or by Parent pursuant to Section 7.1(g), then, in each of the cases of the immediately foregoing clauses (i) and (ii), the Company shall pay to Parent the Termination Fee by wire transfer of immediately available funds to an account specified in writing by Parent, such payment to be made promptly, but in any event no later than, in the case of clause (i), the earlier to occur of (A) the date on which such Company Acquisition Transaction is consummated and (B) the date on which the Company enters into such letter of intent, agreement in principle, acquisition agreement or similar agreement with respect to a Company Acquisition Transaction or, in the case of clause (ii), two (2) Business Day after such termination; provided, however, that if this Agreement is terminated as described in clause (i) or (ii) of this Section 5.5(d) prior to the Coniston Closing, then the Company shall pay the Termination Fee to Parent only if the Company has received an Acceptance Notice from Parent; provided, further, that if this Agreement is terminated by the Company or Parent pursuant to Section 7.1(e) and a Company Takeover Proposal existed between the date hereof and the Termination Date and the Termination Date occurs after the date of the Coniston Closing and, concurrently with, or within twelve months after any such Termination Date, a Company Acquisition Transaction is consummated or the Company or any of its Subsidiaries shall enter into any letter of intent,

agreement in principle, acquisition agreement or other similar agreement with respect to a Company Acquisition Transaction, then the Company shall pay to Parent $40,000,000 less the amount of the Termination Fee previously paid by the Company pursuant to this Section 5.5(d)by wire transfer of immediately available funds to an account specified in writing by Parent, such payment to be made no later than the earlier to occur of (A) the date on which such Company Acquisition Transaction is consummated and (B) the date on which the Company enters into such letter of intent, agreement in principle, acquisition agreement or similar agreement with respect to a Company Acquisition Transaction.

(e) Notwithstanding any provision in this Agreement to the contrary, if (i) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(d)(i) or by the Company pursuant to Section 7.1(c) and, in each case, a Parent Takeover Proposal existed between the date hereof and the Termination Date and, in the case of a termination pursuant to Section 7.1(d)(i), the Parent Stockholder Approval has not been obtained at least five (5) Business Days prior to the Outside Date, and, concurrently with, or within twelve months after any such Termination Date, a Parent Acquisition Transaction is consummated or Parent or any of its Subsidiaries shall enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement with respect to a Parent Acquisition Transaction or (ii) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(f) or by the Company pursuant to Section 7.1(h), then, in each of the cases of the immediately foregoing clauses (i) and (ii), Parent shall pay to the Company the Termination Fee by wire transfer of immediately available funds to an account specified in writing by the Company, such payment to be made promptly, but in any event no later than, in the case of clause (i), the earlier to occur of (A) the date on which such Parent Acquisition Transaction is consummated and (B) the date on which Parent enters into such letter of intent, agreement in principle, acquisition agreement or similar agreement with respect to a Parent Acquisition Transaction or, in the case of clause (ii), two (2) Business Day after such termination; provided, however, that if this Agreement is terminated as described in clause (i) or (ii) of this Section 5.5(e) prior to the Coniston Closing, then Parent shall pay the Termination Fee to the Company only if Parent has received an Acceptance Notice from the Company; provided, further, that if this Agreement is terminated by the Company or Parent pursuant to Section 7.1(f) and a Parent Takeover Proposal existed between the date hereof and the Termination Date and the Termination Date occurs after the date of the Coniston Closing and, concurrently with, or within twelve months after any such Termination Date, a Parent Acquisition Transaction is consummated or Parent or any of its Subsidiaries shall enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement with respect to a Parent Acquisition Transaction, then Parent shall pay to the Company $40,000,000 less the amount of the Termination Fee previously paid by Parent pursuant to this Section 5.5(e) by wire transfer of immediately available funds to an account specified in writing by the Company, such payment to be made no later than the earlier to occur of (A) the date on which such Parent Acquisition Transaction is consummated and (B) the date on which Parent enters into such letter of intent, agreement in principle, acquisition agreement or similar agreement with respect to a Parent Acquisition Transaction.

(f) Notwithstanding any provision in this Agreement to the contrary, if (i) this Agreement is terminated by Parent or the Company pursuant to Section 7.1(k) or (ii) this Agreement is terminated by Parent or the Company pursuant to Section 7.1(d)(i) at a time, in the case of this clause (ii), when (x) the conditions contained in Sections 6.1(c), 6.1(e), and 6.3(c)

have been satisfied (other than, in the case of Section 6.1(c)(ii) or Section 6.1(e), the failure to satisfy such condition as a result of the Coniston Transaction), (y) the failure of the Company to comply in all material respects with Section 5.18(e) has not been the primary cause of the failure of the Coniston Closing to occur, and (z) the Company is not in breach of any of its agreements, representations or warranties contained in this Agreement in a manner as would result in Section 6.3(a) not being satisfied, then, in each of the cases of the immediately foregoing clauses (i) and (ii), Parent shall pay to the Company within two (2) Business Days after the Termination Date the Termination Fee by wire transfer of immediately available funds to an account specified in writing by the Company; provided that if this Agreement is terminated as described in clauses (i) or (ii) of this Section 5.5(f) prior to the Coniston Closing, then Parent shall pay the Termination Fee to the Company only if Parent has received an Acceptance Notice from the Company.

(g) For purposes of this Section 5.5, each of the parties hereto acknowledges and agrees that (i) this Agreement may be deemed to be terminated by a party hereto only pursuant to a single subsection of Section 7.1, (ii) in no event shall more than one Termination Fee be payable by a party, and (iii) in the event of any termination of this Agreement by Parent or the Company prior to the Coniston Closing under circumstances where either Parent or the Company (a "Receiving Party") is entitled to the Termination Fee pursuant to Section 5.5(d), 5.5(e) or 5.5(f), notwithstanding any provision in this Agreement to the contrary, the Receiving Party shall have a period of twenty (20) Business Days commencing on the Termination Date (the " Termination Fee Period") to determine whether to accept or reject such Termination Fee from the party required under Section 5.5(d), 5.5(e) or 5.5(f) to pay such Termination Fee (the "Paying Party") by either (A) delivering an Acceptance Notice to the Paying Party prior to the expiration of the Termination Fee Period, in which case the Receiving Party will be deemed to have accepted such Termination Fee and the Paying Party shall pay such Termination Fee to the Receiving Party within two (2) Business Days after receipt of such Acceptance Notice or (B) not delivering to the Paying Party an Acceptance Notice prior to the expiration of the Termination Fee Period or delivering to the Paying Party prior to the expiration of the Termination Fee Period a written notice of the Receiving Party's rejection of such Termination Fee, which in either case, the Receiving Party shall (x) be deemed to have rejected the payment of such Termination Fee and waived any and all rights to a Termination Fee under this Agreement and (y) be entitled to seek any remedy for a breach of this Agreement at Law, in equity or otherwise; provided, however, that upon payment in full and acceptance by the Receiving Party of such Termination Fee in accordance with the terms of this Agreement, in the event this Agreement is terminated prior to the Coniston Closing, such payment shall be the sole and exclusive remedy (other than for injunctive relief or specific performance as provided in Section 8.7 and other than as provided in the last sentence of Section 5.18(e)) of the Receiving Party and its Affiliates arising out of or relating to this Agreement or any Transaction Document (or with respect to any claims or disputes arising out of or related to this Agreement or any Transaction Document or the transactions contemplated hereby or thereby or to the inducement of any party to enter into this Agreement or any Transaction Document, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise), and the Receiving Party and its Affiliates shall be precluded from any other remedy (or seeking any other remedy) against the Paying Party or its Affiliates for monetary damages arising out of or relating to this Agreement or any Transaction Document (or with respect to any claims or disputes arising out of or related to this Agreement or any Transaction Document or the transactions contemplated hereby or thereby or to the inducement of any party to enter into this Agreement or any

Transaction Document, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) other than the last sentence of Section 5.18(e). Each of the Company and Parent acknowledges that the agreements contained in Sections 5.5(b), 5.5(c), 5.5(d) 5.5(e), 5.5(f) and this Section 5.5(g) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements neither Parent nor the Company would have entered into this Agreement. Accordingly, if the Company fails to promptly pay the amounts due pursuant to Sections 5.5(b) or 5.5(d) or Parent fails to promptly pay the amounts due pursuant to Sections 5.5(c), 5.5(e) or 5.5(f) and, in order to obtain such payment Parent or the Company, as the case may be, commences a suit which results in a judgment against the Company or Parent, as applicable, for any of the amounts set forth in Sections 5.5(b), 5.5(c), 5.5(d), 5.5(e) or 5.5(f), as applicable, the Company shall pay to the Parent or Parent shall pay to the Company, as the case may be, its costs and expenses (including attorneys' fees) in connection with such suit, together with interest on the amounts due pursuant to Sections 5.5(b), 5.5(c), 5.5(d) 5.5(e)and 5.5(f) at the prime rate of JP Morgan Chase Bank, N.A. in effect on the date such payment was required to be made.

(h) For purposes of this Section 5.5, "Company Acquisition Transaction" shall have the meaning ascribed thereto in Article IX, except that references in such definition to "20%" and "80%" shall be replaced by "50%" (including with respect to the definition of "Company Takeover Proposal" for purposes of this Section 5.5) and "Parent Acquisition Transaction" shall have the meaning ascribed thereto in Article IX, except that references in such definition to "20%," "35%" and "80%" shall be replaced by "50%" (including with respect to the definition of "Parent Takeover Proposal" for purposes of this Section 5.5).

Section 5.6 Company Stock Plans and Company Stock Purchase Plan .

(a) As of the Effective Time, each Company Stock Option which is outstanding immediately prior to the Effective Time pursuant to the Company Stock Plans shall become and represent an option to purchase the number of shares of Parent Common Stock (a " Substitute Option") (decreased to the nearest full share) determined by multiplying (i) the number of shares of Company Common Stock subject to such Company Stock Option immediately prior to the Effective Time by (ii) the Exchange Ratio, at an exercise price per share of Parent Common Stock (rounded up to the nearest cent) equal to the exercise price per share of Company Common Stock under such Company Stock Option immediately prior to the Effective Time divided by the Exchange Ratio. After the Effective Time, except as provided above in this Section 5.6, each Substitute Option shall be exercisable upon the same terms and conditions as were applicable under the Company Stock Option immediately prior to or at the Effective Time, subject to any acceleration, lapse or other vesting occurring by operation of the Merger (either alone or in connection with any other event). Parent and the Company shall take all necessary action to implement and make effective the provisions of this Section 5.6.

(b) As of the Effective Time, all Unvested Share Restrictions, including all repurchase and forfeiture rights held by the Company, with respect to each Unvested Company Share shall be and hereby are assigned to Parent, and the shares of Parent Common Stock issued upon the conversion of the Unvested Company Shares in the Merger shall continue to be unvested and subject to the same Unvested Share Restrictions which applied to such Unvested Company Shares immediately prior to the Effective Time, subject to any acceleration, lapse or

other vesting occurring by operation of the Merger (either alone or in connection with any other event). The certificates representing such shares of Parent Common Stock shall accordingly be marked with appropriate legends noting such Unvested Share Restrictions. Parent and the Company shall take all actions necessary to ensure that, from and after the Effective Time, Parent (or its assignee) shall be entitled to exercise the rights held by the Company immediately prior to the Effective Time with respect to all Unvested Share Restrictions.

(c) As of the Effective Time, each Stock Unit shall be adjusted and be converted into a right to receive a number of shares of Parent Common Stock determined by multiplying (i) the number of shares of Company Common Stock subject to such Stock Unit, by (ii) the Exchange Ratio. After the Effective Time, except as provided above in this Section 5.6(c), each Stock Unit shall be subject to the Stock Unit Terms effective immediately prior to the Effective Time, subject to any payment, calculation, acceleration, lapse, vesting or other impact occurring by operation of the Merger (either alone or in connection with any other event). Parent and the Company shall take all necessary action to implement and make effective the provisions of this Section 5.6(c).

(d) The Company shall cause, and shall amend the Company Stock Purchase Plan as may be necessary to permit: (i) no new Plan Period (as defined in the Company Stock Purchase Plan) to commence after the date of this Agreement; (ii) all options under the Company Stock Purchase Plan outstanding as of the date of this Agreement to be exercised, to the extent of any accumulated payroll deductions as of the exercise date, on the last Business Day of the Plan Period pending as of the date of this Agreement; and (iii) the Company Stock Purchase Plan to be terminated effectively immediately prior to the Effective Time.

Section 5.7 Commercially Reasonable Efforts. (a) Upon the terms and subject to the conditions set forth in this Agreement, each of Parent and the Company agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger, the Coniston Transaction (in the case of Parent) and the other transactions contemplated by this Agreement and, in the case of Parent, the Framework Agreement, including using commercially reasonable efforts to accomplish the following: (i) the taking of all commercially reasonable acts necessary to cause (A) the conditions precedent set forth in Article VI to be satisfied, and (B) in the case of Parent, the conditions precedent applicable to Parent set forth in the Framework Agreement to be satisfied; (ii) the obtaining of all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities and from Persons other than Governmental Entities and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Entities, if any) and the taking of all commercially reasonable steps as may be necessary to avoid any suit, claim, action, investigation or proceeding by any Governmental Entity; (iii) the defending of any suits, claims, actions, investigations or proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed; and (iv) the execution or delivery of any additional instruments reasonably necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement.

(b) Subject to the terms and conditions herein provided, and without limiting the foregoing, the Company and Parent shall (i) as promptly as practicable after the date hereof make their respective filings and thereafter make any other required submissions under the HSR Act, (ii) use commercially reasonable efforts to cooperate with the other in (A) determining whether any filings are required to be made with, or consents, permits, authorizations, waivers or approvals are required to be obtained from, any Third Party or other Governmental Entities in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) timely making all such filings and timely seeking all such consents, permits, authorizations or approvals, (iii) use commercially reasonable efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things advisable to consummate and make effective the transactions contemplated hereby, and (iv) notify the other promptly upon the receipt of (A) any comments from any officials of any Governmental Entity in connection with any filings made pursuant hereto and (B) any request by any officials of any Governmental Entity for amendments or supplements to any filings made pursuant to, or information provided to comply in all material respects with, any Law. Whenever any event occurs that is required to be set forth in an amendment or supplement to any filing made with any Governmental Entity pursuant hereto, Parent or the Company, as the case may be, will promptly inform the other of such occurrence and cooperate in filing with the applicable Governmental Entity such amendment or supplement. The Company and Parent shall permit counsel for the other party a reasonable opportunity to review in advance, and consider in good faith the view of the other party in connection with, any proposed written communication to any Governmental Entity. Each of the Company and Parent agrees not to participate in any meeting or discussion, either in person or by telephone, with any Governmental Entity in connection with the transactions proposed hereunder unless it consults with the other party in advance and, to the extent not prohibited by such Governmental Entity, gives the other party the opportunity to attend and participate.

(c) Except as otherwise contemplated in this Agreement, each party shall use all commercially reasonable efforts to not take any action, or enter into any transaction, which would cause any of its representations or warranties contained in this Agreement to be untrue or result in a breach of any covenant made by it in this Agreement.

(d) To the extent necessary in order to accomplish the objectives described in clause (ii) of Section 5.7(a), Parent and the Company shall use their respective commercially reasonable efforts to jointly negotiate, commit to and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of, or prohibition or limitation on the ownership or operation by Parent, the Company or any of their respective Subsidiaries of any portion of the business, properties or assets of Parent, the Company or any of their respective Subsidiaries; provided; however, that neither Parent nor the Company, nor any of their respective Subsidiaries, shall offer, take, commit to or accept any action, restrictions or limitations of or on Parent, the Company or any of their respective Subsidiaries without the prior written consent of the other party if such action, restriction or limitation, individually or in the aggregate would, or would reasonably be expected to, result in a Substantial Detriment.

Section 5.8 Public Announcements. Parent and the Company will not issue any press release with respect to the transactions contemplated by this Agreement or otherwise issue any written public statements with respect to such transactions without prior consultation

with the other party, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or the rules of Nasdaq.

Section 5.9 State Takeover Laws. If any Takeover Laws shall become applicable to the transactions contemplated hereby, Parent and the Company and their respective Boards of Directors shall use their commercially reasonable efforts to grant such approvals and take such actions as are necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to minimize the effects of any such Takeover Laws on the transactions contemplated hereby.

Section 5.10 Indemnification; Directors and Officers Insurance. (a) Parent and Merger Sub agree that all rights to exculpation, indemnification and advancement of expenses now existing in favor of the current or former directors, officers or employees, as the case may be, of the Company or its Subsidiaries as provided in their respective certificates of incorporation or by-laws or other organizational documents or in any Contract to which the Company or any of its Subsidiaries is a party, shall survive the Merger and shall continue in full force and effect. For a period of no less than six (6) years from the Effective Time, Parent and the Surviving Corporation shall maintain in effect the exculpation, indemnification and advancement of expenses provisions of the Company's and any of its Subsidiary's certificate of incorporation and by-laws or similar organization documents in effect as of the date of this Agreement or in any indemnification agreements of the Company or its Subsidiaries with any of their respective directors, officers or employees in effect as of the date of this Agreement, and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who immediately before the Effective Time were current or former directors, officers or employees of the Company or any of its Subsidiaries; provided, however, that all rights to indemnification in respect of any Action pending or asserted or any claim made within such period shall continue until the final disposition of such Action. From and after the Effective Time, Parent shall assume, be jointly and severally liable for, and honor, guaranty and stand surety for, and shall cause the Surviving Corporation and its Subsidiaries to honor and perform, in accordance with their respective terms, each of the covenants contained in this Section 5.10.

(b) Each of Parent and the Surviving Corporation shall, to the fullest extent permitted under applicable Law, indemnify and hold harmless (and advance funds in respect of each of the foregoing and costs of defense to) each current and former director or officer of the Company or any of its Subsidiaries (each, together with such individual's heirs, executors or administrators, an "Indemnified Party"), in each case against any Losses (including advancing attorneys' fees and expenses in advance of the final disposition of any Action to each Indemnified Party to the fullest extent permitted by applicable Law; provided, however, that the Indemnified Party to whom expenses are advanced provides an undertaking, if and only to the extent required by applicable Law, to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to indemnification) in connection with any actual or threatened Action, whether civil, criminal, administrative or investigative, arising out of, relating to or in connection with the fact that such Indemnified Party is or was an officer, director or fiduciary of the Company or any of its Subsidiaries at or prior to the Effective Time. No Indemnified Party shall settle, compromise or consent to the entry of any judgment in any threatened or actual Action for which indemnification could be sought by an Indemnified Party hereunder unless

Parent consents in writing to such settlement, compromise or consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Parent shall cause the Surviving Corporation to either (i) cause to be obtained a "tail" insurance policy with respect to the Company's and its Subsidiaries' directors' and officers' liability insurance and fiduciary liability insurance as in effect as of the Effective Time (a "D&O Tail Policy"), which D&O Tail Policy (A) shall have a claims period of at least six (6) years from the Effective Time with respect to claims arising from acts or omissions occurring prior to the Effective Time with respect to the Indemnified Parties covered by the Company's and its Subsidiaries' directors' and officers' liability insurance and fiduciary liability insurance as of the Effective Time and (B) shall contain terms with respect to scope of coverage and amount no less favorable, in the aggregate, than those in the Company's and its Subsidiaries' existing directors' and officers' liability insurance and fiduciary liability insurance policies as of the Effective Time, or (ii) maintain the existing officers' and directors' liability insurance and fiduciary liability insurance policies maintained by the Company (provided that Parent may cause the Surviving Corporation to substitute therefor policies of at least the same scope of coverage and amount and containing terms and conditions that are not less favorable, in the aggregate, to the Indemnified Parties) for a period of six (6) years after the Effective Time so long as the annual premium therefor is not in excess of 300% of the last annual premium paid prior to the date hereof; provided, however, that if the existing officers' and directors' liability and fiduciary liability insurance policies expire, are terminated or cancelled during such six (6)-year period or require an annual premium in excess of 300% of the current premium paid by the Company for such insurance (the " Company's Current Premium"), then Parent shall cause the Surviving Corporation to obtain during each year of such six year period as much coverage as can be obtained for the remainder of such period for a premium not in excess of 300% (on an annualized basis) of the Company's Current Premium. In lieu of the foregoing, the Company may purchase, prior to, on or after the Effective Time, a six-year prepaid D&O Tail Policy in respect of acts or omissions occurring prior to the Effective Time covering each of the Indemnified Parties. Section 5.10(c) of the Company Disclosure Letter sets forth the Company's Current Premium.

(d) Parent shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Party in seeking in good faith to enforce the indemnity and other obligations provided in this Section 5.10 (subject to reimbursement if a court of competent jurisdiction subsequently determines pursuant to a non-appealable order that such Indemnified Party is not entitled to indemnification under this Section 5.10).

(e) The rights of each Indemnified Party hereunder shall be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the certificate of incorporation or by-laws or other organization documents of the Company or any of its Subsidiaries or the Surviving Corporation, any other indemnification arrangement, the DGCL or otherwise. The provisions of this Section 5.10 shall survive the consummation of the Merger and expressly are intended to benefit, and are enforceable by, each of the Indemnified Parties.

(f) In the event Parent, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation 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 Parent or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 5.10.

Section 5.11 Notification of Certain Matters. Parent shall use its commercially reasonable efforts to give prompt notice to the Company, and the Company shall use its commercially reasonable efforts to give prompt notice to Parent, of: (i) the occurrence, or non-occurrence, of any event the occurrence, or non-occurrence, of which it is aware and which would be reasonably likely to cause (x) any representation or warranty of the notifying party contained in this Agreement (or the Framework Agreement in the case of Parent) to be untrue or inaccurate in any material respect or (y) any covenant, condition or agreement of the notifying party contained in this Agreement (or the Framework Agreement in the case of Parent) not to be complied with or satisfied in all material respects, (ii) any failure of the notifying party to comply in a timely manner with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder (or under the Framework Agreement in the case of Parent) or (iii) any Circumstances which would be reasonably likely to, individually or in the aggregate, have a Company Material Adverse Effect or a Parent Material Adverse Effect, as the case may be, on the notifying party; provided, however, that the delivery of any notice pursuant to this Section 5.11 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

Section 5.12 Employee Benefit Plans and Agreements. Parent agrees that it will cause the Surviving Corporation from and after the Effective Time to assume and honor all Company Plans and Company Employee Agreements entered into by the Company prior to the date hereof and all Company Stock Plans. Parent further agrees that all employees of the Company who remain in the active employment of the Surviving Corporation (the " Continuing Employees") shall continue in their existing Company Plans following the Effective Time until such time as, in Parent's sole discretion, an orderly transition can be accomplished to other employee benefit plans and programs maintained by Parent or Surviving Corporation for employees; provided that, in any event, for a period of at least twelve (12) months from the Closing Date, the Continuing Employees shall receive employee benefits at least substantially equivalent in the aggregate to either (i) the employee benefits provided to similarly situated employees of Parent or (ii) the employee benefits provided by the Company immediately prior to the Effective Time; provided, that in either case equity-based compensation shall be granted pursuant to the Parent Stock Plans and in accordance with Parent's policies and procedures. Such employee benefits shall be provided without any preexisting conditions limitations or exclusions to the extent no such limitations or exclusions applied as of the Closing to the Continuing Employees under the plans of the Company in which such employees participate immediately prior to the Closing Date and with credit for all annual deductibles and co-payments made under Company employee benefit plans for the covered expenses already incurred by the Continuing Employees for the year in which the Closing occurs. Parent and the Surviving Corporation shall provide the Continuing Employees with credit for all service with the Company under all applicable employee benefit plans, programs and policies, including for purposes of eligibility, waiting periods and vesting (but not benefit accruals other than for vacation and severance) to the same extent such service would have been recognized by the Company under comparable plans immediately prior to the Closing Date, except to the extent such treatment would result in duplicative benefits. Subject to the foregoing provisions of this

Section 5.12, nothing in this Agreement shall be interpreted as limiting the power of Parent or the Surviving Corporation to amend or terminate any specific Company Plan or Company Stock Plan or any other individual employee benefit plan, program, Contract or policy or as requiring Parent or the Surviving Corporation to offer to continue (other than as required by its terms) any Company Employee Agreement, except that Parent and the Surviving Corporation shall not terminate the 2010 Corporate Incentive Compensation Plan for Eligible Company Employees or the 2007 Incentive Compensation Plan for Specified Officers (together, the "Company Bonus Plans") prior to payment of bonuses earned thereunder for 2010; provided, however, that the parties hereto acknowledge and agree that, (x) the Company Bonus Plans will be modified to take into account costs and other consequences of the transactions contemplated by this Agreement and potential loss, if any, of an income tax deduction under 162(m) of the Code resulting from any such modification, and (y) the Company and Parent will cooperate in good faith to develop prior to the Closing Date appropriate revisions to performance goals and/or performance levels and/or measures under the Company Bonus Plans for 2010 that reflect a commercially reasonable approach in providing the incentive compensation awards intended under the Company Bonus Plans. Nothing in this Agreement shall be interpreted as an amendment or other modification of any Company Plan or any Parent Plan or any other employee benefit plan, program or arrangement or the establishment of any employee benefit plan, program or arrangement. Nothing herein shall be deemed to be a guarantee of employment for any Continuing Employee or any other employee of the Surviving Corporation or any of its Subsidiaries, or to restrict the right of the Surviving Corporation, Parent or any of their respective Subsidiaries to terminate or cause to be terminated the employment of any employee at any time for any or no reason with or without notice. Parent and the Company acknowledge and agree that all provisions contained in this Section 5.12 are included for the sole benefit of Parent, Merger Sub, the Company, the Surviving Corporation and their respective Subsidiaries, and that nothing in this Section 5.12, whether express or implied, shall create any third party beneficiary or other rights (A) 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 Parent, the Company or the Surviving Corporation or any of their respective Subsidiaries or (B) to continued employment with Parent, the Company, the Surviving Corporation, or any of their respective Subsidiaries or continued participation in any employee benefit plan, program or arrangement.

Section 5.13 Tax-Free Reorganization Treatment. During the period from the date of this Agreement until the earlier of the Effective Time or the Termination Date, unless the other party shall otherwise agree in writing, neither Parent nor the Company shall, and each of Parent and the Company shall cause their respective Subsidiaries not to, take or fail to take any action which action or failure would be contrary to the representations in the Parent Tax Certificate or the Company Tax Certificate, as the case may be, or to take any action or fail to take any action which would, to its knowledge, jeopardize the Intended Tax Treatment.

Section 5.14 Nasdaq. Parent shall use its commercially reasonable efforts to cause the shares of Parent Common Stock to be issued in the Merger to be approved for quotation on Nasdaq, subject to official notice of issuance, prior to the Effective Time. The Surviving Corporation shall use its commercially reasonable efforts to cause its shares of common stock to no longer be quoted on Nasdaq and to be de-registered under the Exchange Act as soon as practicable following the Effective Time.

Section 5.15 Certain Corporate Governance and Other Matters. (a) On or prior to the Effective Time, Parent shall take all action necessary to cause (i) the Parent Charter to be amended and restated in the form attached hereto as Exhibit D and (ii) the Parent Bylaws to be amended and restated in the form attached hereto as Exhibit E.

(b) Prior to the Effective Time, Parent shall take all actions as may be necessary to cause at the Effective Time (i) the number of directors constituting the Board of Directors of Parent as of the Effective Time to be nine (9) (if, at the Effective Time, Manchester has the right to nominate one (1) director of Parent pursuant to Section 3.1 of the Relationship Agreement) or ten (10) (if, at the Effective Time, Manchester has the right to nominate two (2) directors of Parent pursuant to Section 3.1 of the Relationship Agreement) and (ii) the Board of Directors of Parent as of the Effective Time to be composed as follows: (A) four (4) directors designated by Parent prior to the Effective Time (one of whom shall be the Chief Executive Officer of Parent immediately prior to the Effective Time and three (3) of whom shall meet the independence standards of Nasdaq with respect to Parent); (B) three (3) directors designated by the Company immediately prior to the Effective Time (one of whom shall be the President and Chief Executive Officer of the Company immediately prior to the Effective Time and two (2) of whom shall meet the independence standards of Nasdaq with respect to Parent); (C) such number of directors designated by Manchester in accordance with the Relationship Agreement; and (D) one (1) director who meets the independence standards of Nasdaq with respect to Parent designated in accordance with Exhibit F (the "Independent Director").

(c) Parent shall take all actions as may be necessary to cause at the Effective Time each of the Audit, Compensation, and Nominating and Governance Committees of the Board of Directors of Parent as of the Effective Time to be composed of a majority of Parent-designated directors (and, for the avoidance of doubt, a Manchester-designated director shall not constitute a Parent-designated director) and at least one (1) Company-designated director.

(d) Prior to the Effective Time, Parent shall take all corporate actions as may be necessary to cause, effective as of the Effective Time: (i) the President and Chief Executive Officer of the Company as of immediately prior the Effective Time to (A) serve as the Chairman of Parent for a period of three (3) years following the Effective Time (subject to being elected as a director by the stockholders of Parent on an annual basis), (B) operate as a member of the senior management team of the Combined Company during the term of the Chairman Agreement, and (C) have such duties and responsibilities as shall be determined by the Board of Directors of the Combined Company in accordance with the Bylaws of the Combined Company and the Chairman Agreement; and (ii) the Chief Executive Officer of Parent as of immediately prior to the Effective Time to (A) remain as the Chief Executive Officer of Parent; and (B) serve as a director of Parent for a period of three (3) years following the Effective Time (subject to being elected as a director of Parent by the stockholders of Parent on an annual basis). Parent shall use its commercially reasonable efforts to cause the President and Chief Executive Officer of the Company and the Chief Executive Officer of Parent as of immediately prior to the Effective Time to be elected as a director of Parent at each of the next three annual meetings of the stockholders of Parent occurring after the Effective Time.

(e) Prior to the Effective Time, Parent and the Company shall discuss in good faith and agree upon an appropriate rebranding strategy for the Combined Company.

Section 5.16 Section 16 Matters. The Board of Directors of the Company and the Board of Directors of Parent shall each, prior to the Effective Time, to the extent permitted by law, take all such actions as may be necessary or appropriate pursuant to Rule 16b-3(d) and Rule 16b-3(e) to exempt the acquisition of Parent Common Stock and the right to receive Parent Common Stock (including pursuant to substitute awards granted pursuant to Section 5.6) pursuant to the terms of this Agreement by officers and directors of the Company subject to the reporting requirements of Section 16(a) of the Exchange Act or by employees or directors of the Company who may become an officer or director of Parent subject to the reporting requirements of Section 16(a) of the Exchange Act. Parent and the Company shall provide to counsel to the other party copies of the resolutions to be adopted by the respective Boards of Directors to implement the foregoing.

Section 5.17 Transaction Litigation. Parent and the Company shall promptly advise each other orally and in writing of any Action commenced after the date of this Agreement against Parent or the Company, as the case may be, or any of their respective directors by any stockholder, relating to this Agreement, the Framework Agreement, the Merger, the Coniston Transaction or any of the other transactions contemplated this Agreement or the Framework Agreement, and shall keep each other reasonably informed regarding any such Action. The Company shall give Parent the opportunity to participate in the defense or settlement of any shareholder litigation against the Company and/or its directors relating to the Merger and the other transactions contemplated by this Agreement, and no such settlement shall be agreed to (i) without the prior consultation with Parent and (ii) in the event such settlement would reasonably be expected to have a Company Material Adverse Effect, without the prior written consent of Parent. Parent shall give the Company the opportunity to participate in the defense or settlement of any shareholder litigation against Parent and/or its directors relating to this Agreement, the Framework Agreement, the Merger, the Coniston Transaction or any of the other transactions contemplated by this Agreement, and no such settlement shall be agreed to (i) without prior consultation with the Company and (ii) in the event such settlement would reasonably be expected to have a Parent Material Adverse Effect, without prior written consent of the Company. Without limiting in any way the parties' obligations under this Section 5.17, each of Parent and the Company shall cooperate, shall cause its respective Subsidiaries, as applicable, to cooperate, and shall use its commercially reasonable efforts to cause its directors, officers, employees and Representatives to cooperate in the defense of such litigation.

Section 5.18 Coniston Transaction. (a) Parent shall deliver the Launch Demand in accordance with, and subject to the terms of, Section 2.2(e) of the Framework Agreement as promptly as practicable after Parent is entitled to do so. Parent shall not permit any amendment or modification to be made to, or any waiver of, any provision or remedy under any of the Transaction Documents, without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), other than any waiver provided to avoid termination of this Agreement by the Company pursuant to Section 7.1(k)(iii). Parent shall keep the Company informed in all material respects on a prompt basis of the status of the Coniston Transaction, including by delivering to the Company copies of any written notices Parent receives from Manchester pursuant to the Framework Agreement and the transactions contemplated thereby promptly after Parent receives such written notices. Prior to (x) exercising any right of termination under the Framework Agreement or (y) entering into any agreement with Manchester to terminate the Framework Agreement, Parent shall provide the Company with

written notice thereof, including a reasonably detailed description of the reason for such termination, and shall make available to the Company, for a period of five (5) Business Days prior to any such termination, the executive officers of Parent to discuss the reason for such termination. Parent shall not terminate the Framework Agreement pursuant to Section 8.1(a)(vi) of the Framework Agreement without the prior written consent of the Company. Parent shall provide the Company with the opportunity to review and comment on the Information Statement to be filed pursuant to Section 14(c) of the Exchange Act with respect to the approval of certain transactions contemplated by the Framework Agreement by the stockholders of Parent (the " Information Statement") prior to filing the Information Statement with the SEC. The parties understand and agree that the Information Statement may be a part of the Registration Statement and the Joint Proxy Statement. Without limiting the foregoing, Parent shall notify the Company promptly upon the receipt of any comments from Governmental Entity and of any request by any Governmental Entity for amendments or supplements to the form of Circular or the Information Statement. Parent shall supply the Company with copies of all correspondence Parent receives between Manchester or any of its Representatives, on the one hand, and any Governmental Entity, on the other hand, related to Parent, any of the Transaction Documents or the transactions contemplated thereby or that discloses information that would reasonably be expected to materially affect the timing or the ability to consummate such transactions. Prior to responding to any such comments or requests or the filing or transmission of the form of Circular or the Information Statement, Parent shall use its commercially reasonable efforts to provide the Company with a reasonable opportunity to review and comment on any drafts of the Circular and shall provide the Company with a reasonable opportunity to review and comment on any drafts of the Information Statement, as the case may be, and all related correspondence Parent receives between Manchester or any of its Representatives, on the one hand, and any Governmental Entity, on the other hand, in each case related to Parent, any of the Transaction Documents or the transactions contemplated thereby or that discloses information that would reasonably be expected to materially affect the timing or the ability to consummate such transactions, and shall give reasonable consideration to all comments proposed by the Company with respect to such sections.

(b) During the period from the date of the Framework Agreement to the earlier of (i) the date of the Coniston Closing and (ii) the date on which the Framework Agreement is terminated, (A) Parent shall pay, or cause to be paid, the commitment fees specified in the Debt Financing Commitments as and when due and shall use commercially reasonable efforts to comply with its obligations and enforce its rights under the Debt Financing Commitments in a timely manner including if necessary taking legal action in connection therewith to the extent commercially reasonable, (B) without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), Parent shall not agree to any material amendment or modification to the Debt Financing Commitments, or any waiver of any provision or remedy thereunder, if such amendment, modification, waiver or remedy adds new (or adversely modifies existing) conditions to the consummation of the financings contemplated by the Debt Financing Commitments or reduces the aggregate amount of such financing in any material respect (without a corresponding increase in another portion of such financing); provided that Parent may amend or modify the Debt Financing Commitments (1) to add lenders, lead arrangers, book runners, syndication agents or similar entities that had not executed the Debt Financing Commitments as of the date hereof or (2) otherwise so long as the terms would not, taken as a whole, adversely impact the ability of Parent to consummate the transactions

contemplated by the Framework Agreement, (C) if any portion of the financing under the Debt Financing Commitments becomes unavailable on the terms and conditions contemplated in the Debt Financing Commitments, Parent shall use its commercially reasonable efforts to arrange for the unavailable portion of such financing to be provided from alternative sources as promptly as practicable in an amount sufficient to consummate the Coniston Transactions and the Contingent Repurchase (the "Alternative Financing"); provided that Parent shall not be required to enter into any financing arrangements on terms that, taken as a whole, are less favorable to Parent in any material respect than those contemplated by the Debt Financing Commitments and (D) Parent shall keep the Company reasonably and promptly informed with respect to all material activity concerning the status of the financing contemplated by the Debt Financing Commitments and shall give prompt notice to the Company of any material adverse change with respect to such financing of which Parent becomes aware. Without limiting the foregoing, Parent shall notify the Company promptly, and in any event within two (2) Business Days, if at any time (x) the Debt Financing Commitments shall expire or be terminated for any reason, (y) the Lenders notify Parent that they no longer intend to provide part or all of the financing contemplated by the Debt Financing Commitments to Parent on the terms set forth therein or (z) for any reason Parent no longer believes in good faith that it will be able to obtain all or any portion of the financing contemplated by the Debt Financing Commitments on the terms described therein. Except for the transactions contemplated by this Agreement and the Transaction Documents, Parent shall not, and shall not permit any of its Affiliates to, without the prior written consent of the Company (which consent shall not be unreasonably withheld), enter into any transaction, including any merger, acquisition, Joint Venture, disposition, lease, Contract or debt or equity financing, which transaction at the time of such transaction is reasonably expected to materially impair, delay or prevent consummation of the financing contemplated by the Debt Financing Commitments.

(c) In the event of clause (y) of Section 5.18(b), until the Effective Time or the earlier termination of this Agreement in accordance with Section 7.1, (i) Parent shall notify the Company promptly and (ii) Parent and Merger Sub shall use their respective commercially reasonable efforts to obtain any such portion from alternative sources as promptly as practicable following the occurrence of such event, on terms that (A) are no less favorable in any material respect to Parent and Merger Sub taken as a whole than those contemplated by the Debt Financing Commitments, (B) do not impose, in any material respect, or adversely change, any conditions other than those contemplated by the Debt Financing Commitments, and (C) would not reasonably be expected to prevent, materially delay or materially impair the ability of Parent or Merger Sub to consummate the Coniston Transaction or the transactions contemplated by this Agreement on or before the Outside Date. Parent and Merger Sub shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions and things necessary, proper or advisable to arrange promptly and consummate the Debt Financing on the terms and conditions described in the Debt Financing Commitments or any Alternative Financing commitments, as promptly as practicable but in any event on or before the Outside Date, including using commercially reasonable efforts to (i) negotiate definitive agreements with respect to the Debt Financing (the " Debt Financing Agreements") (A) on the terms and conditions contained in the Debt Financing Commitments or any Alternative Financing commitments or (B) on other terms and conditions that (1) are no less favorable in any material respect to Parent and Merger Sub taken as a whole than those contemplated by the Debt Financing Commitments, (2) do not impose any new or additional conditions or adversely

change any existing conditions to the receipt of the Debt Financing as set forth in the Debt Financing Commitments and (3) would not reasonably be expected to prevent, materially delay or materially impair the ability of Parent or Merger Sub to consummate the Coniston Transaction or the transactions contemplated by this Agreement on or before the Outside Date and (ii) satisfy on a timely basis all conditions applicable to Parent and Merger Sub in Debt Financing Agreements that are within their control.

(d) Parent and Merger Sub shall, and shall use their commercially reasonable efforts to cause their Representatives to, comply in all material respects with the terms of the Debt Financing Commitments, any Alternative Financing commitment, the Debt Financing Agreements and any related fee and engagement letters. Parent shall (i) furnish to the Company true, complete, correct and executed copies of the Debt Financing Agreements (other than the fee letter, which shall be provided in redacted form) promptly upon their execution and (ii) otherwise keep the Company reasonably informed of the status of Parent's efforts to arrange the Debt Financing or any alternative financing, as applicable.

(e) The Company shall provide to Parent, and shall cause its Subsidiaries to, and shall use its commercially reasonable efforts to cause the respective officers, employees, representatives and advisors, including legal and accounting, of the Company and its Subsidiaries to, provide to Parent all cooperation reasonably requested by Parent that is necessary, proper or advisable in connection with the Secondary Offering, the Debt Financing or any Alternative Financing, including using commercially reasonable efforts to (i) cause appropriate executive officers and employees of the Company (A) to provide reasonable participation in a reasonable number of meetings, presentations, road shows and due diligence sessions with rating agencies and prospective investors, (B) to provide reasonable and customary management and legal representations to auditors and (C) to provide reasonable and timely assistance with the preparation of business projections and similar materials, (ii) otherwise reasonably cooperate with the marketing efforts of the underwriters for the Secondary Offering or any informational undertakings with respect to the Debt Financing or any Alternative Financing, (iii) furnish Parent promptly with all reasonable and customary financial information regarding the Company and its Subsidiaries as shall exist (or if not existing, using commercially reasonable efforts to prepare such reasonable and customary financial information) and as may be reasonably requested by Parent, (iv) obtain customary comfort letters from the auditors of the Company and consent from such auditors for use of any of their audit reports (including by including such reports in any offering or information documents for the Secondary Offering) and SAS 100 reviews, and (v) obtain customary legal opinions or other certificates or documents as may reasonably be requested by Parent, in each case as promptly as reasonably practicable and to the greatest extent practicable to permit the Secondary Offering to be launched. If this Agreement is terminated prior to the Effective Time, Parent shall (x) upon request by the Company, promptly reimburse the Company for all reasonable out-of-pocket costs incurred by the Company and its Subsidiaries in connection with the cooperation provided pursuant to this Section 5.18(e); provided that the Company shall use its commercially reasonable efforts to furnish Parent with notice prior to incurring costs in excess of $150,000 in the aggregate and (y) indemnify, defend and hold harmless the Company and its Subsidiaries and their respective directors, officers, employees and Representatives from and against any and all Losses suffered or incurred by them in connection with Third Party claims arising out of such cooperation,

except with respect to information provided by the Company or contained in the Company SEC Documents.

(f) Nothing contained in this Section 5.18 or otherwise shall require the Company to be an issuer or other obligor with respect to the Debt Financing or any Alternative Financing prior to the Effective Time. Nothing contained in this Section 5.18 shall require the Company to pay any Transaction Expenses related to the Debt Financing, any Alternative Financing or the Secondary Offering.

Section 5.19 Control of Operations. Without in any way limiting any party's rights or obligations under this Agreement, the parties understand and agree that (a) nothing contained in this Agreement shall give Parent or the Company, directly or indirectly, the right to control or direct the other party's operations prior to the Effective Time and (b) prior to the Effective Time, each of the Company and Parent shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations.

Section 5.20 Debt Retirement. At or prior to the Closing, the Company shall repay and discharge, or cause to be repaid and discharged, all indebtedness outstanding under, and terminate, the Company Credit Agreement.

ARTICLE VI

CONDITIONS PRECEDENT TO THE MERGER

Section 6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment or waiver (other than the conditions set forth in Section 6.1(a)(ii) and Section 6.1(f) which may not be waived) by Parent and the Company at or prior to the Effective Time of the following conditions:

(a) Stockholder Approval. (i) The Company Stockholder Approval shall have been obtained in accordance with applicable Law and the Company Charter and the Company Bylaws and (ii) the Parent Stockholder Approval shall have been obtained in accordance with applicable rules of Nasdaq, applicable Law and the Parent Charter and the Parent Bylaws.

(b) Quotation of Stock. The Parent Common Stock issuable in the Merger shall have been authorized for quotation on Nasdaq, subject to official notice of issuance.

(c) Certain Approvals. (i) The waiting period (and any extension thereof) applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated.

(ii) All other authorizations, consents, orders, declarations or approvals of or filings with, or terminations or expirations of waiting periods imposed by, any Governmental Entity, which the failure to obtain, make or occur would have the effect of making the Merger or any of the transactions contemplated hereby illegal or would, individually or in the aggregate, have a Parent Material Adverse Effect (assuming the

Merger had taken place), shall have been obtained, shall have been made or shall have occurred.

(d) Registration Statement. The Registration Statement shall have become effective in accordance with the provisions of the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC, and no proceedings for that purpose shall have been initiated or, to the Knowledge of Parent or the Company, threatened by the SEC.

(e) No Order. No court or other Governmental Entity having jurisdiction over the Company or Parent, or any of their respective Subsidiaries, shall have enacted, issued, promulgated, enforced or entered any Law or Order which is then in effect prohibiting or having the effect of making illegal the consummation of the Merger and no Governmental Entity shall have instituted any proceeding that is pending seeking such an Order.

(f) Coniston Transaction. The Coniston Closing shall have occurred.

Section 6.2 Conditions to Obligation of the Company to Effect the Merger. The obligation of the Company to effect the Merger shall be subject to the fulfillment or waiver by the Company at or prior to the Effective Time of the following additional conditions:

(a) Performance of Obligations; Representations and Warranties. (i) Each of Parent and Merger Sub shall have performed in all material respects each of its agreements contained in this Agreement required to be performed on or prior to the Closing Date; (ii) the representations and warranties of Parent and Merger Sub contained in Section 2.8(a)(v) shall be true and correct in all respects as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date; (iii) each of the representations and warranties of Parent and Merger Sub contained in Section 2.2(a) (Capital Structure), Section 2.3 (Authority), Section 2.6 (Registration Statement and Joint Proxy Statement) and Section 2.18 (State Takeover Statutes) shall be true and correct in all material respects as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date (other than, in each case, representations and warranties which address matters only as of a certain date which shall be true and correct in all material respects as of such certain date); and (iv) each of the representations and warranties of Parent and Merger Sub contained in this Agreement (other than those contained in the preceding clauses (ii) and (iii)), when read without any exception or qualification as to materiality or Parent Material Adverse Effect, shall be true and correct as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date (other than, in each case, representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date), except where the failure to be so true and correct would not, individually or in the aggregate with respect to all such failures, have a Parent Material Adverse Effect or reasonably be likely to materially adversely affect the ability of Parent and Merger Sub to effect the Merger in accordance with this Agreement.

(b) Tax Opinion. The Company shall have received an opinion of King & Spalding LLP, in form and substance reasonably satisfactory to the Company, dated the Effective Time, substantially to the effect that on the basis of facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing as of

the Effective Time, for federal income tax purposes: (i) the Merger will constitute a "reorganization" within the meaning of Section 368(a) of the Code, and (ii) the Company and Parent will each be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, King & Spalding LLP may rely upon the representations contained herein and may receive and rely upon representations from Parent, the Company, and others, including representations in the Parent Tax Certificate and representations in the Company Tax Certificate.

(c) Parent Material Adverse Effect. Except as set forth in Section 6.2(c) of the Parent Disclosure Letter or in the Parent SEC Disclosure, since the date of this Agreement, there shall not have been any Circumstances that, individually or in the aggregate, have had or would reasonably be expected to have a Parent Material Adverse Effect.

(d) Officer's Certificate. The Company shall have received a certificate signed on behalf of Parent by its Chief Executive Officer and its Chief Financial Officer as to the satisfaction of the conditions set forth in Sections 6.2(a) and 6.2(c).

Section 6.3 Conditions to Obligations of Parent and Sub to Effect the Merger. The obligations of Parent and Merger Sub to effect the Merger shall be subject to the fulfillment or waiver by Parent at or prior to the Effective Time of the following additional conditions:

(a) Performance of Obligations; Representations and Warranties. (i) The Company shall have performed in all material respects each of its agreements contained in this Agreement required to be performed on or prior to the Closing Date; (ii) the representations and warranties of the Company contained in Section 3.8(a)(v) shall be true and correct in all respects as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date; (iii) each of the representations and warranties of the Company contained in Section 3.2(a) (Capital Structure), Section 3.3 (Authority), Section 3.6 (Registration Statement and Joint Proxy Statement) and Section 3.18 (State Takeover Statutes) shall be true and correct in all material respects as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date (other than, in each case, representations and warranties which address matters only as of a certain date which shall be true and correct in all material respects as of such certain date); and (iv) each of the representations and warranties of the Company contained in this Agreement (other than those contained in the preceding clauses (ii) and (iii)), when read without any exception or qualification as to materiality or Company Material Adverse Effect, shall be true and correct as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date (other than, in each case, representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date), except where the failure to be so true and correct would not, individually or in the aggregate with respect to all such failures, have a Company Material Adverse Effect or reasonably be likely to materially adversely affect the ability of the Company to effect the Merger in accordance with this Agreement.

(b) Tax Opinion. Parent shall have received an opinion of Sidley Austin LLP, in form and substance reasonably satisfactory to Parent, dated the Effective Time, substantially to the effect that on the basis of facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing as of the Effective Time, for federal income

tax purposes: (i) the Merger will constitute a "reorganization" within the meaning of Section 368(a) of the Code, and (ii) the Company and Parent will each be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, Sidley Austin LLP may rely upon representations contained herein and may receive and rely upon representations from Parent, the Company and others, including representations in the Parent Tax Certificate and representations in the Company Tax Certificate.

(c) Company Material Adverse Effect. Except as set forth in Section 6.3(c) of the Company Disclosure Letter or in the Company SEC Disclosure, since the date of this Agreement, there shall not have been any Circumstances that, individually or in the aggregate, have had or would reasonably be expected to have a Company Material Adverse Effect.

(d) Officer's Certificate. Parent shall have received a certificate signed on behalf of the Company by its Chief Executive Officer and its Chief Financial Officer as to the satisfaction of the conditions set forth in Sections 6.3(a) and 6.3(c).

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

Section 7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after any approval of the matters presented in connection with the Merger by the stockholders of the Company or the stockholders of Parent:

(a) by mutual written consent of Parent and the Company;

(b) by Parent if there has been a breach of any representation, warranty, covenant or other agreement made by the Company in this Agreement, or any such representation and warranty shall have become untrue or inaccurate after the date of this Agreement, in each case which breach, untruth or inaccuracy (i) would result in Section 6.3(a) not being satisfied (a "Terminating Company Breach") and (ii) shall not have been cured within thirty (30) days after written notice from Parent of such Terminating Company Breach is received by the Company (such notice to describe such Terminating Company Breach in reasonable detail);

(c) by the Company if there has been a breach of any representation, warranty, covenant or other agreement made by Parent or Merger Sub in this Agreement, or any such representation and warranty shall have become untrue or inaccurate after the date of this Agreement, in each case which breach, untruth or inaccuracy (i) would result in Section 6.2(a) not being satisfied (a "Terminating Parent Breach") and (ii) shall not have been cured within thirty (30) days after written notice from the Company of such Terminating Parent Breach is received by Parent (such notice to describe such Terminating Parent Breach in reasonable detail);

(d) by either Parent or the Company if: (i) the Merger has not been effected on or prior to the close of business on December 16, 2010 (the " Outside Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(d)(i) shall not be available to any party whose failure to fulfill any of its obligations contained in this Agreement has been the cause of, or resulted in, the failure of the Merger to have occurred on or prior to the Outside Date; or (ii) any court or other Governmental Entity having jurisdiction over a party hereto shall

have issued an Order or taken any other action permanently enjoining, restraining or otherwise prohibiting or having the effect of making illegal the consummation of the Merger and such Order or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 7.1(d)(ii) shall not be available to any party (A) whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, any such Order or other action to have been enacted, issued, promulgated, enforced or entered or (B) that did not use commercially reasonable efforts to have such Order or other action vacated prior to its becoming final and non-appealable;

(e) by either Parent or the Company if the Company Stockholder Approval is not obtained at the Company Stockholder Meeting or at any adjournment or postponement thereof; provided, however, that the Company may not terminate this Agreement pursuant to this Section 7.1(e) if the Company has not complied with its obligations under Sections 4.2, 5.1 and 5.2 or has otherwise breached in any material respect any of its obligations under this Agreement in any manner that could reasonably have caused the failure to obtain the Company Stockholder Approval at the Company Stockholder Meeting or at any adjournment or postponement thereof;

(f) by Parent or the Company if the Parent Stockholder Approval is not obtained at the Parent Stockholder Meeting or at any adjournment or postponement thereof; provided, however, that Parent may not terminate this Agreement pursuant to this Section 7.1(f) if Parent has not complied with its obligations under Sections 4.3, 5.1 and 5.2 or has otherwise breached in any material respect any of its obligations under this Agreement in any manner that could reasonably have caused the failure to obtain the Parent Stockholder Approval at the Parent Stockholder Meeting or at any adjournment or postponement thereof;

(g) by Parent if: (i) the Board of Directors of the Company or any committee thereof shall have effected a Company Adverse Recommendation Change; (ii) the Board of Directors of the Company or any committee thereof shall have taken any position contemplated by Rule 14e-2(a) of the Exchange Act with respect to any Company Takeover Proposal other than recommending rejection of such Company Takeover Proposal; (iii) the Board of Directors of the Company or any committee thereof shall have failed to include the Company Recommendation in the Joint Proxy Statement distributed to stockholders; or (iv) the Board of Directors of the Company or any committee thereof shall have refused to affirm publicly its recommendation of this Agreement and the Merger following any written request by Parent to provide such reaffirmation following a Company Takeover Proposal (which request may only be made once with respect to such Company Takeover Proposal absent further material changes in such Company Takeover Proposal) prior to the earlier of (x) ten (10) days following such request and (y) five (5) Business Days prior to the Company Stockholder Meeting, unless, in the case of this clause (y), it would be inconsistent with the fiduciary duties of the Board of Directors of the Company to comply with such request within such time period, in which case the Company shall comply with such request as promptly as practicable consistent with the fiduciary duties of the Board of Directors of the Company;

(h) by the Company if: (i) the Board of Directors of Parent or any committee thereof shall have effected a Parent Adverse Recommendation Change; (ii) the Board of Directors of Parent or any committee thereof shall have taken any position contemplated by Rule 14e-2(a) of the Exchange Act with respect to any Parent Takeover Proposal other than

recommending rejection of such Parent Takeover Proposal; (iii) the Board of Directors of Parent or any committee thereof shall have failed to include the Parent Recommendation in the Joint Proxy Statement distributed to stockholders; (iv) the Board of Directors of Parent or any committee thereof shall have refused to affirm publicly its recommendation of the Share Issuance following any written request by the Company to provide such reaffirmation following a Parent Takeover Proposal (which request may only be made once with respect to such Parent Takeover Proposal absent further material changes in such Parent Takeover Proposal) prior to the earlier of (x) ten (10) days following such request and (y) five (5) Business Days prior to the Parent Stockholder Meeting, unless, in the case of this clause (y), it would be inconsistent with the fiduciary duties of the Board of Directors of Parent to comply with such request within such time period, in which case Parent shall comply with such request as promptly as practicable consistent with the fiduciary duties of the Board of Directors of Parent; or (v) the Board of Directors of Manchester or any committee thereof shall have refused to affirm publicly its recommendation of the Coniston Transaction or the Contingent Repurchase following any written request by the Company to provide such reaffirmation following a Parent Takeover Proposal (which request may only be made once with respect to such Parent Takeover Proposal absent further material changes in such Parent Takeover Proposal) prior to the earlier of (x) ten (10) days following such request and (y) five (5) Business Days prior to the date of the meeting of Manchester's shareholders to consider the Coniston Transaction and the Contingent Repurchase, unless, in the case of this clause (y), it would be inconsistent with the fiduciary duties of the Board of Directors of Manchester to comply with such request within such time period, in which case Manchester shall comply with such request as promptly as practicable consistent with the fiduciary duties of the Board of Directors of Manchester;

(i) by the Company if since the date of this Agreement there shall have been a Parent Material Adverse Effect (except to the extent disclosed in Section 6.2(c) of the Parent Disclosure Letter or the Parent SEC Disclosure) and such Parent Material Adverse Effect is not curable or, if curable, is not cured within thirty (30) days after written notice thereof is given by the Company to Parent;

(j) by Parent if since the date of this Agreement there shall have been a Company Material Adverse Effect (except to the extent disclosed in Section 6.3(c) of the Company Disclosure Letter or the Company SEC Disclosure) and such Company Material Adverse Effect is not curable or, if curable, is not cured within thirty (30) days after written notice thereof is given by Parent to the Company; or

(k) (i) by Parent or the Company if the Framework Agreement shall have been terminated in accordance with its terms; (ii) by the Company if (A) the Board of Directors of Manchester (or a duly appointed committee thereof) (x) does not recommend that Manchester's shareholders approve the Coniston Transaction and the Contingent Repurchase or statements of such recommendation are not included in the Circular or (y) shall have effected a Shareholder Adverse Recommendation Change (as defined in the Voting Agreement) or (B) the Manchester Shareholder Approval shall not have been obtained at the Manchester Shareholder Meeting (as defined in the Framework Agreement), or any adjournment or postponement thereof at which the final vote thereon was taken; or (iii) by the Company with ten (10) days prior written notice to Parent at any time after the expiration of fifty (50) days after the date on which Manchester or Parent shall have the right under the Framework Agreement to provide written notice to the other

stating its intention to terminate the Framework Agreement pursuant to Section 8.1(a)(iii) or Section 8.1(a)(iv), as applicable, of the Framework Agreement unless prior to the expiration of such ten (10) day period the basis for such notice of termination has been cured or irrevocably waived in writing.

The right of any party hereto to terminate this Agreement pursuant to this Section 7.1 shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party hereto, any Person controlling any such party or any of their respective officers or directors, whether prior to or after the execution of this Agreement.

Section 7.2 Effect of Termination. In the event of termination of this Agreement by either Parent or the Company, as provided in Section 7.1, this Agreement shall forthwith become void, and there shall be no liability hereunder on the part of the Company, Parent, Merger Sub or their respective officers or directors (except for the last sentence of Section 5.3, the entirety of Section 5.5, the last sentence of Section 5.18(e) and the entirety of Article VIII, which shall survive the termination); provided, however, that nothing contained in this Section 7.2 shall relieve any party hereto from any liability for any willful breach of a representation or warranty contained in this Agreement or the willful breach of any covenant contained in this Agreement.

Section 7.3 Amendment. This Agreement may be amended by the parties hereto, by or pursuant to action taken by their respective Boards of Directors, subject to Section 8.11, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of the Company, but, after any such approval, no amendment shall be made which by Law requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.4 Waiver. At any time prior to the Effective Time, the parties hereto may, subject to Section 8.11, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and/or (iii) waive compliance with any of the covenants, agreements or conditions contained herein which may legally be waived (other than the conditions set forth in Section 6.1(a)(ii) and Section 6.1(f) which may not be waived). Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Non-Survival of Representations and Warranties. The representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall terminate at the Effective Time.

Section 8.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, one day after being delivered to

a nationally recognized overnight courier or on the Business Day received (or the next Business Day if received after 5 p.m. local time or on a weekend or day on which banks are closed) when sent via facsimile (with a confirmatory copy sent by overnight courier) 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 Merger Sub, to

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Facsimile No.: (312) 506-1208

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Frederick C. Lowinger
Gary D. Gerstman
Facsimile No.: (312) 853-7036

(b) if to the Company, to

Eclipsys Corporation
Three Ravinia Drive
Atlanta, GA 30348
Attention: General Counsel
Chief Financial Officer
Facsimile No.: (404) 847-5777

with a copy to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309
Attention: John D. Capers, Jr.
C. William Baxley
Facsimile No.: (404) 572-5133

Section 8.3 Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents, table of defined terms 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. 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 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.

All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 8.4 Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied or e-mailed signature pages), any one of which need not contain the signatures of more than one party, but 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.

Section 8.5 Entire Agreement; No Third-Party Beneficiaries . This Agreement and the Confidentiality Agreement 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. This Agreement, except for the provisions of Section 5.10 (which upon the Effective Time are intended to benefit the parties indemnified thereunder), is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 8.7 Specific Performance; Submission To Jurisdiction; Venue. The parties agree that irreparable damage would occur if 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 each of the parties shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state and federal courts located within the State of Delaware). The parties further agree that no party to this Agreement shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.7 and each party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such

bond or similar instrument. In addition, each of the parties irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state and federal courts located within the State of Delaware). Each of the parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 8.7, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts. Parent and the Company hereby consent to service being made through the notice procedures set forth in Section 8.2 and agree that service of any process, summons, notice or document by registered mail (return receipt requested and first-class postage prepaid) to the respective addresses set forth in Section 8.2 shall be effective service of process for any suit or proceeding in connection with this Agreement or the transactions contemplated by this Agreement. Notwithstanding the foregoing, each of the parties agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Lenders in any way relating to this Agreement or any of the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Debt Financing Commitments or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

Section 8.8 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.8.

Section 8.9 Assignment. Subject to Section 1.1, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties.

Section 8.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

Section 8.11 Actions and Disputes. Notwithstanding any other provision of this Agreement, at any time after the date hereof and prior to the Coniston Closing, in the event that there is any (a) action or determination to be made by Parent hereunder, (b) Action between Parent or Merger Sub, on the one hand, and the Company, on the other hand, or (c) disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Agreement) by Parent or Merger Sub against the Company, or by the Company against Parent or Merger Sub, and in each of the cases of the foregoing clauses (a), (b) and (c), the approval of the Board of Directors of Parent or any committee thereof would be required, all actions or determinations of Parent relating to any such Action or demand (including all determinations by Parent whether to institute, compromise or settle any such Action or demand and all determinations by Parent relating to the prosecution or defense thereof), shall be made and approved by the Audit Committee of the Board of Directors of Parent.

ARTICLE IX

DEFINITIONS

Section 9.1 Definitions. (a) In this Agreement, the following terms have the meanings specified or referred to in this Section 9.1 and shall be equally applicable to both the singular and plural forms.

"Acceptance Notice" means a written notice delivered to the Paying Party by the Receiving Party during the Termination Fee Period accepting payment of the Termination Fee and which shall be deemed irrevocable upon delivery by the Receiving Party.

"Action" means any claim, action, suit, proceeding, arbitration, mediation or investigation.

"Acquisition Candidate Proposal" means any transaction or series of related transactions other than the Merger or as contemplated by the Framework Agreement involving: (i) any acquisition or purchase from Parent, Manchester or both of Parent and Manchester by any Third Party of more than 20% but less than 35% of the total outstanding voting securities of Parent or any of its Subsidiaries; or (ii) any tender offer or exchange offer that if consummated would result in any Third Party beneficially owning more than 20% but less than 35% of the total outstanding voting securities of Parent or any of its Subsidiaries.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

"Business Day" means any day other than a Saturday, Sunday or a day on which the banks in New York are authorized by Law or executive order to be closed.

"Chairman Agreement" means the Employment Agreement, dated as of the date hereof, by and between Parent and Philip M. Pead.

"Circular" has the meaning given to such term in the Framework Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Combined Company" means Parent, Parent's Subsidiaries, the Company and the Company's Subsidiaries, taken as a whole, combined in the manner intended by the parties pursuant to this Agreement.

"Company Acquisition Transaction" means any transaction or series of related transactions other than the Merger involving: (i) any acquisition or purchase from the Company by any Third Party of more than 20% of the total outstanding voting securities of the Company or any of its Subsidiaries; (ii) any tender offer or exchange offer that if consummated would result in any Third Party beneficially owning more than 20% of the total outstanding voting securities of the Company or any of its Subsidiaries; (iii) any merger, consolidation, business combination, recapitalization or similar transaction involving the Company pursuant to which the stockholders of the Company immediately preceding such transaction hold less than 80% of the equity interests in the surviving or resulting entity of such transaction; (iv) any direct or indirect acquisition of any business or businesses or of assets (including equity interests in any Subsidiary) that constitute or account for 20% or more of the consolidated net revenues, net income or assets (based on the fair market value thereof) of the Company and its Subsidiaries, taken as a whole; or (v) any liquidation or dissolution of the Company or any of its Subsidiaries.

"Company Credit Agreement" means the Credit Agreement, dated August 26, 2008, by and among the Company, certain lenders and Wachovia Bank, National Association, as Administrative Agent, as it may be amended from time to time (subject to Section 4.1(a)).

"Company Employee Agreement" means each management, employment, severance, change of control, retention, or material consulting Contract between the Company, or

any ERISA Affiliate, and any current employee, director, officer or consultant of the Company or any ERISA Affiliate other than standard offer letters used in the Company's ordinary course of business that do not provide for severance or other payments after termination of employment, acceleration of any equity award or for benefits other than those provided under the Company Plans.

"Company Intervening Event" means an event or circumstance material to the Company and its Subsidiaries, taken as a whole (other than an increase in the market price of the Company Common Stock, or any event or circumstance resulting from a breach of this Agreement by the Company or its Subsidiaries), occurring or arising after the date hereof that was neither known to the Board of Directors of the Company at such time nor reasonably foreseeable as of the date hereof, which event or circumstance becomes known to the Board of Directors of the Company prior to the Company obtaining the Company Stockholder Approval; provided, however, that (i) in no event shall the receipt, existence or terms of a Company Takeover Proposal, or any inquiry or matter relating thereto or consequence thereof constitute a Company Intervening Event, (ii) in no event shall any action taken by either party pursuant to and in compliance with the terms of this Agreement constitute a Company Intervening Event, and (iii) in no event shall any event, occurrence, fact, condition, effect, change or development that has an adverse effect on the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of Parent or any of its Subsidiaries, or the market price of Parent Common Stock (in and of itself), constitute a Company Intervening Event, unless such event, occurrence, fact, condition, effect, change or development has had a Parent Material Adverse Effect.

"Company Material Adverse Effect" means any event, occurrence, fact, condition, effect, change or development (any one or more of which is referred to in this definition as a "Circumstance" and collectively as "Circumstances") that, individually or when taken together with all other Circumstances, is, or is reasonably expected to be materially adverse to the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following shall constitute, and no event, effect, change or development to the extent resulting from any of the following, shall constitute, or be taken into account in determining whether there has been, a " Company Material Adverse Effect": (i) any Circumstances affecting the national or world economy or financial, banking, credit, securities or commodities markets, taken as a whole, except to the extent the Company is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Company operates; (ii) any Circumstances generally affecting the industries in which the Company or its Subsidiaries operate, except to the extent the Company is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Company operates; (iii) any Circumstances resulting from or arising out of the announcement of this Agreement, the Framework Agreement or the transactions contemplated hereby or thereby (including any shareholder or derivative litigation arising from or relating to this Agreement, the Framework Agreement or the transactions contemplated hereby or thereby) or the performance of this Agreement or the Framework Agreement; (iv) any Circumstances relating to the loss in whole or in part of any business relationship with any customer or client of the Company or any of its Subsidiaries set forth in Section 9.1 of the Company Disclosure Letter, other than as a result of the valid termination by a customer or client of any written Contract due to the breach

by the Company or any of its Subsidiaries of its obligations under any written Contract to license material Company Owned Intellectual Property Rights or perform material services related to such licenses required to be licensed or performed, respectively, under such written Contract; (v) any failure by the Company to meet any analysts' revenue or earnings projections or Company guidance, in and of themselves, or any failure by the Company to meet any of the Company's internal or published revenue or earnings projections or forecasts, in and of themselves, or any decline in the trading price or trading volume of the Company Common Stock, in and of themselves (it being understood that any Circumstance giving rise to any such failure or decline, other than a Circumstance set forth in clauses (i) through (iv) above or clauses (vi) through (ix) below, may be deemed to constitute, and may be taken into account in determining whether there has been, or is reasonably expected to be, a Company Material Adverse Effect); (vi) any effect resulting from changes in Laws or accounting principles, in each case, after the date of this Agreement; (vii) any effect resulting from any outbreak or escalation of hostilities, the declaration of a national emergency or war, or the occurrence of any act of terrorism; (viii) any Circumstance arising or resulting from any material breach of this Agreement by Parent or its Affiliates; or (ix) any increase in the cost of or decrease in the availability of financing to Parent or Merger Sub with respect to the Coniston Transaction.

"Company Non-Voting Common Stock" means the shares of non-voting stock of the Company, par value $0.01 per share.

"Company Plan" means a "pension plan" (as defined in Section 3(2) of ERISA), a "welfare plan" (as defined in Section 3(1) of ERISA) or any bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, holiday pay, vacation, severance, death benefit, sick leave, material fringe benefit, insurance or other compensation or benefit plan, arrangement, program, policy or understanding, in each case established or maintained by the Company, any of its Subsidiaries or any of their respective ERISA Affiliates or as to which the Company, any of its Subsidiaries or any of their respective ERISA Affiliates has contributed or otherwise may have any liability.

"Company Preferred Stock" means the shares of preferred stock of the Company, par value $0.01 per share.

"Company Stock Option" means an option to purchase shares of the Company Common Stock, other than pursuant to the Company Stock Purchase Plan.

"Company Stock Plan" means (i) the Amended and Restated 1999 Stock Incentive Plan of the Company, (ii) the Amended and Restated 2000 Stock Incentive Plan of the Company, (iii) the 2005 Stock Incentive Plan of the Company, (iv) the Amended and Restated 2005 Inducement Grant Stock Incentive Plan of the Company, (v) the 2008 Omnibus Incentive Plan of the Company and (vi) the Inducement Grant Omnibus Incentive Plan.

"Company Stock Purchase Plan" means the 2005 Employee Stock Purchase Plan of the Company.

"Company Takeover Proposal" means any inquiry, offer or proposal by a Third Party relating to any Company Acquisition Transaction.

"Company Tax Certificate" means the certificate in the form attached hereto as Exhibit H to be delivered by the Company pursuant to Sections 6.2(b) and 6.3(b).

"Coniston Closing" has the meaning given to such term in the Framework Agreement.

"Contingent Repurchase" has the meaning given to such term in the Framework Agreement.

"Contingent Repurchase Closing" has the meaning given to such term in the Framework Agreement.

"Contract" means any contract, agreement, instrument, guarantee, indenture, note, bond, mortgage, permit, franchise, concession, commitment, lease, license, arrangement, obligation or understanding, whether written or oral.

"Effective Time" means the date and time at which the Certificate of Merger is accepted for recording or such later time established by the Certificate of Merger.

"Encumbrance" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, collateral assignment, adverse claim, restriction or other encumbrance of any kind in respect of such asset (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is under common control or would be considered a single employer with such Person pursuant to Section 414(b), (c), (m) or (o) of the Code and the rules and regulations promulgated under those sections or pursuant to Section 4001(b) of ERISA and the rules and regulations promulgated thereunder.

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

"Joint Venture" means, with respect to a party, any corporation, limited liability company, partnership, joint venture, trust or other entity which is not a Subsidiary of such party and in which (i) such party, directly or indirectly, owns or controls any shares of any class of the outstanding voting securities or other equity interests (other than the ownership of securities primarily for investment purposes as part of routine cash management or investments of 1% or less in publicly traded companies) or (ii) such party or a Subsidiary of such party is a general partner.

"Knowledge of the Company" means the actual knowledge of the individuals identified in Schedule A of the Company Disclosure Letter.

"Knowledge of Parent" means the actual knowledge of the individuals identified in Schedule A of the Parent Disclosure Letter.

"Launch Demand" has the meaning given to such term in the Framework Agreement.

"Law" means any applicable foreign, federal, state, local or municipal laws, statutes, ordinances, regulations and rules of any Governmental Entity, including all Orders.

"Liabilities" means debts, liabilities, commitments and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, asserted or unasserted.

"Losses" means all losses, liabilities, damages, obligations, fines, penalties, judgments, equitable relief granted, settlements, awards, offsets and reasonable expenses incurred in connection with defending any third-party indemnification claim, action, suit or proceeding to the extent arising out of any matter indemnified against herein, including court filing fees, court costs, arbitrations fees or costs, witness fees and reasonable fees and disbursements of counsel, expert witnesses, accountants and other professionals; provided, however, that in the case of clause (y) of Section 5.18(e), "Losses" shall not include any internal administrative or overhead costs and expenses.

"Order" means any judgment, order, award, preliminary or permanent injunction or decree of any Governmental Entity.

"Parent Acquisition Transaction" means any transaction or series of related transactions other than the Merger or as contemplated by the Framework Agreement involving: (i) any acquisition or purchase from Parent, Manchester or both of Parent and Manchester by any Third Party of 35% or more of the total outstanding voting securities of Parent or any of its Subsidiaries; (ii) any tender offer or exchange offer that if consummated would result in any Third Party beneficially owning 35% or more of the total outstanding voting securities of Parent or any of its Subsidiaries; (iii) any merger, consolidation, business combination, recapitalization or similar transaction involving Parent pursuant to which the stockholders of Parent immediately preceding such transaction hold less than 80% of the equity interests in the surviving or resulting entity of such transaction; (iv) any direct or indirect acquisition of any business or businesses or of assets (including equity interests in any Subsidiary) that constitute or account for 20% or more of the consolidated net revenues, net income or assets (based on the fair market value thereof) of Parent and its Subsidiaries, taken as a whole; or (v) any liquidation or dissolution of Parent or any of its Subsidiaries.

"Parent Employee Agreement" means each management, employment, severance, change of control, retention, or material consulting Contract between Parent, or any ERISA Affiliate, and any current employee, director, officer or consultant of Parent or any ERISA Affiliate other than standard offer letters used in Parent's ordinary course of business that do not provide for severance or other payments after termination of employment, acceleration of any equity award or for benefits other than those provided under the Parent Plans.

"Parent Intervening Event" means an event or circumstance material to Parent and its Subsidiaries, taken as a whole (other than an increase in the market price of the Parent Common Stock, or any event or circumstance resulting from a breach of this Agreement by

Parent or its Subsidiaries), occurring or arising after the date hereof that was neither known to the Board of Directors of Parent at such time nor reasonably foreseeable as of the date hereof, which event or circumstance becomes known to the Board of Directors of Parent prior to Parent obtaining the Parent Stockholder Approval; provided, however, that (i) in no event shall the receipt, existence or terms of a Parent Takeover Proposal, or any inquiry or matter relating thereto or consequence thereof constitute a Parent Intervening Event, (ii) in no event shall any action taken by either party pursuant to and in compliance with the terms of this Agreement constitute a Parent Intervening Event, and (iii) in no event shall any event, occurrence, fact, condition, effect, change or development that has an adverse effect on the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of the Company or any of its Subsidiaries, or the market price of Company Common Stock (in and of itself), constitute a Parent Intervening Event, unless such event, occurrence, fact, condition, effect, change or development has had a Company Material Adverse Effect.

"Parent Material Adverse Effect" means any Circumstance that, individually or when taken together with all other Circumstances, is, or is reasonably expected to be, materially adverse to the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of Parent and its Subsidiaries, taken as a whole; provided, however, that none of the following shall constitute, and no event, effect, change or development to the extent resulting from any of the following, shall constitute, or be taken into account in determining whether there has been, a " Parent Material Adverse Effect": (i) any Circumstances affecting the national or world economy or financial, banking, credit, securities or commodities markets, taken as a whole, except to the extent Parent is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which Parent operates; (ii) any Circumstances generally affecting the industries in which Parent or its Subsidiaries operate, except to the extent Parent is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which Parent operates; (iii) any Circumstances resulting from or arising out of the announcement of this Agreement, the Framework Agreement or the transactions contemplated hereby or thereby (including any shareholder or derivative litigation arising from or relating to this Agreement, the Framework Agreement or the transactions contemplated hereby or thereby) or the performance of this Agreement or the Framework Agreement; (iv) any Circumstances relating to the loss in whole or in part of any business relationship with any customer or client of Parent or any of its Subsidiaries set forth in Section 9.1 of the Parent Disclosure Letter, other than as a result of the valid termination by a customer or client of any written Contract due to the breach by Parent or any of its Subsidiaries of its obligations under any written Contract to license material Parent Owned Intellectual Property Rights or perform material services related to such licenses required to be licensed or performed, respectively, under such written Contract; (v) any failure by Parent to meet any analysts' revenue or earnings projections or Parent guidance, in and of themselves, or any failure by Parent to meet any of Parent's internal or published revenue or earnings projections or forecasts, in and of themselves, or any decline in the trading price or trading volume of the Parent Common Stock, in and of themselves (it being understood that any Circumstance giving rise to any such failure or decline, other than a Circumstance set forth in clauses (i) through (iv) above or clauses (vi) through (ix) below, may be deemed to constitute, and may be taken into account in determining whether there has been, or is reasonably expected to be, a Parent Material Adverse Effect); (vi) any effect resulting from changes in Laws or accounting principles, in each case, after the date of this Agreement; (vii) any effect resulting from any outbreak or escalation

of hostilities, the declaration of a national emergency or war, or the occurrence of any act of terrorism; (viii) any Circumstance arising or resulting from any material breach of this Agreement by the Company or its Affiliates; or (ix) any increase in the cost of or decrease in the availability of financing to Parent or Merger Sub with respect to the Coniston Transaction.

"Parent Plan" means a "pension plan" (as defined in Section 3(2) of ERISA), a "welfare plan" (as defined in Section 3(1) of ERISA) or any bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, holiday pay, vacation, severance, death benefit, sick leave, material fringe benefit, insurance or other compensation or benefit plan, arrangement, program, policy or understanding, in each case established or maintained by Parent or any of its ERISA Affiliates or as to which Parent or any of its ERISA Affiliates has contributed or otherwise may have any liability.

"Parent Preferred Stock" means the preferred stock of Parent, par value $0.01 per share.

"Parent Stock Option" means an option to purchase shares of Parent Common Stock.

"Parent Stock Plan" means the Allscripts Healthcare Solutions, Inc. 1993 Stock Incentive Plan and the Allscripts Healthcare Solutions, Inc. 2001 Non-Statutory Stock Option Plan.

"Parent Stock Purchase Plan" means the Allscripts-Misys Healthcare Solutions, Inc. Employee Stock Purchase Plan.

"Parent Stock Unit" means a restricted or deferred stock unit awarded by Parent under a Parent Stock Plan.

"Parent Takeover Proposal" means any inquiry, offer or proposal by a Third Party relating to any Parent Acquisition Transaction.

"Parent Tax Certificate" means the certificate in the form attached hereto as Exhibit G to be delivered by the Company pursuant to Sections 6.2(b) and 6.3(b).

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, estate, Governmental Entity (as hereinafter defined), trust or unincorporated organization.

"Relationship Agreement" means the Relationship Agreement between Manchester and the Company dated as of March 17, 2008, as amended by the First Amendment to the Relationship Agreement, dated as of August 14, 2008, and the Second Amendment to the Relationship Agreement, dated as of January 5, 2009, as such agreement may be amended from time to time.

"Secondary Offering" has the meaning given to such term in the Framework Agreement.

"Stock Unit" means a restricted, deferred or performance stock unit awarded by the Company under a Company Stock Plan.

"Stock Unit Terms" means the terms and conditions applicable to Stock Units under the applicable Company Stock Plan.

"Subsidiary" means any corporation, partnership, limited liability company, joint venture, trust, association or other entity of which Parent or the Company, as the case may be (either alone or through or together with any other Subsidiary), owns, directly or indirectly, (i) 50% or more of the stock or other equity interests the holders of which are generally entitled to elect at least a majority of the Board of Directors or other governing body of such corporation, partnership, limited liability company, joint venture, trust, association or other entity or (ii) if there are no such voting interests, 50% or more of the equity interests in such corporation, partnership, limited liability company, joint venture, trust, association or other entity.

"Substantial Detriment" means any effect on any division, Subsidiary, interest, business, product line, asset, property or results of operations of Parent, the Company and/or the Combined Company if such effect (after giving effect to the loss of any reasonably expected synergies or other benefits of the Merger and other transactions contemplated hereby and to the receipt of any reasonably expected proceeds of any divestiture or sale of assets) on Parent and its Subsidiaries, taken as a whole (including, for purposes of this determination, any effect of any division, Subsidiaries, interest, business, product line, asset, property or result of operations of the Company and/or the Combined Company as if it were applied to a comparable amount of interest, business, properties, financial condition or results of operations of Parent) would or would reasonably be expected to result in a material adverse effect on the business, properties, financial condition or results of operations of Parent and its Subsidiaries, taken as a whole.

"Superior Proposal" means, with respect to Parent or the Company, as the case may be, an unsolicited, bona fide written Parent Takeover Proposal or Company Takeover Proposal, as applicable, to acquire at least (a) 50% of the outstanding voting securities of Parent or the Company, as applicable, or (b) 50% of the assets of Parent and its Subsidiaries, taken as a whole, or the Company and its Subsidiaries, taken as a whole, as applicable, in each case on terms that, in the reasonable good faith judgment of the Board of Directors of Parent or the Board of Directors of the Company, as applicable, after consultation with its outside financial advisors and its outside legal counsel, is more favorable to the stockholders of Parent or the stockholders of the Company, as applicable, than the Merger and the other transactions contemplated by this Agreement, taking into account any proposal by Parent or the Company, as applicable, to amend or modify the terms of this Agreement which are committed to in writing, after taking into account such factors, including terms, conditions, timing, likelihood of consummation, legal, financial, regulatory and other aspects of such proposal, and the Person making such proposal, deemed relevant by the Board of Directors of Parent or the Board of Directors of the Company, as applicable.

"Taxes" means any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or added minimum, ad valorem, value-added, transfer or excise tax, or other tax, custom, duty,

governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty imposed by any Governmental Entity.

"Tax Return" means any return, report or similar statement (including the attached schedules) required to be filed, or actually filed, with respect to any Tax, including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

"Termination Fee" means $17,675,000; provided, however, that, if the Termination Date occurs after the date of the Coniston Closing, then, unless this Agreement is terminated pursuant to Section 7.1(e) or Section 7.1(f), the Termination Fee shall mean $40,000,000; provided, further, that the amount of any Transaction Expenses, if any, previously paid pursuant to Section 5.5(b) or Section 5.5(c), as the case may be, shall be deducted from the amount of the Termination Fee by the party required to pay the Termination Fee.

"Third Party" means any Person or group (as defined under Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder) other than, in the case of the Company, Parent and its Affiliates, and, in the case of Parent, the Company and is Affiliates.

"Transaction Documents" has the meaning given to such term in the Framework Agreement.

"Transaction Expenses" means all documented fees and expenses incurred or paid by or on behalf of Parent or any Subsidiary of Parent or the Company or any Subsidiary of the Company, as the case may be, in connection with the Merger or the other transactions contemplated by this Agreement or related to the authorization, preparation, negotiation, execution and performance of this Agreement, in each case including all fees and expenses of counsel, investment banking firms, financing sources, accountants, experts and consultants; provided, however, that, in the case of Parent, the term "Transaction Expenses" shall not include any fees or expenses incurred or paid by Parent or any Subsidiary of Parent to the extent related to the Framework Agreement or any of the agreements (other than this Agreement) or transactions (other than the Merger) contemplated by the Framework Agreement (including the Coniston Transaction); and provided, further, the amount required under Section 5.5 to be reimbursed in respect of Transaction Expenses by Parent or the Company shall not exceed, in either case, $5,000,000 in the aggregate.

"Unvested Company Share" means each outstanding share of Company Common Stock issued under a Company Stock Plan or otherwise which is subject to any Unvested Share Restrictions.

"Unvested Parent Share" means each outstanding share of Parent Common Stock issued under a Parent Stock Plan or otherwise which is subject to any Unvested Share Restrictions.

"Unvested Share Restrictions" means all repurchase, cancellation, forfeiture, vesting and other conditions or restrictions applicable to an Unvested Company Share or an Unvested Parent Share.

(b) Each of the following terms is defined in the section set forth opposite such term:

Defined Term	Section
Agreement	Introduction
Alternative Financing	5.18(b)
Blue Sky Laws	2.4
Certificate of Merger	1.2
Certificates	1.5(c)
Closing	1.15(a)
Closing Date	1.15(a)
Company	Introduction
Company 2010 Plan	4.1(a)(ix)
Company Adverse Recommendation Change	5.2(e)
Company Bonus Plans	5.12(e)
Company Business Personnel	3.15
Company Bylaws	1.15(d)(ii)
Company Charter	1.15(d)(ii)
Company Common Stock	Recitals
Company Contract	3.12
Company Disclosure Letter	Article III
Company Foreign Benefit Plan	3.13(e)
Company Owned Intellectual Property Rights	3.16(d)
Company Permits	3.9
Company Recommendation	3.3
Company SEC Disclosure	Article III
Company SEC Documents	3.5(a)
Company Stockholder Approval	3.19
Company Stockholder Meeting	5.2(a)
Company Top 100 Customer	3.12(a)
Company Voting Undertakings	Recitals
Company's Current Premium	5.10(d)
Confidentiality Agreement	5.3
Coniston Transaction	Recitals
Constituent Corporations	Introduction
Continuing Employees	5.12
D&O Tail Policy	5.10(c)
Debt Financing	2.23(b)
Debt Financing Agreements	5.18(c)
Debt Financing Commitments	2.23(b)
Debt Financing Conditions	5.18(c)
DGCL	1.1
Environmental Laws	2.14
ERISA	2.13(a)
Exchange Act	2.4
Exchange Agent	1.6(a)

Defined Term	Section
Exchange Fund	1.6(a)
Exchange Ratio	1.5(c)
Framework Agreement	Recitals
GAAP	2.5(a)
Governmental Entity	2.4
HSR Act	2.4
Indemnified Party	5.10(b)
Independent Director	5.15(b)
Information Statement	5.18(a)
Intellectual Property Rights	2.16(a)
Intended Tax Treatment	Recitals
IRS	2.10
Joint Proxy Statement	2.6
Key Company Customers	3.8(b)
Key Parent Customers	2.8(b)
Lenders	2.23(b)
Manchester	Recitals
Merger	Recitals
Merger Sub	Introduction
Nasdaq	1.8
Outside Date	7.1(d)
Parent	Introduction
Parent Adverse Recommendation Change	5.2(b)
Parent Business Personnel	2.15
Parent Bylaws	2.3
Parent Charter	2.3
Parent Common Stock	Recitals
Parent Contracts	2.12(a)
Parent Disclosure Letter	Article II
Parent Foreign Benefit Plan	2.13(e)
Parent Owned Intellectual Property Rights	2.16(d)
Parent Permits	2.9
Parent Recommendation	2.3
Parent SEC Disclosure	Article II
Parent SEC Documents	2.5(a)
Parent Stockholder Approval	2.19
Parent Stockholder Meeting	5.2(a)
Parent Top 100 Customer	2.12(a)
Parent Voting Undertakings	Recitals
Paying Party	5.5(g)
Per Share Merger Consideration	1.5(c)
Receiving Party	5.5(g)
Registration Statement	2.3
Representatives	4.2(a)
Sarbanes-Oxley Act	2.5(b)
SEC	2.2(b)

Defined Term	Section
Securities Act	2.3
Share Issuance	2.3
State Takeover Approvals	2.4
Stockholder Meetings	5.2(a)
Substitute Option	5.6(a)
Surviving Corporation	1.1
Takeover Laws	2.18
Terminating Company Breach	7.1(b)
Terminating Parent Breach	7.1(c)
Termination Date	4.1
Termination Fee Period	5.5(g)
Transmittal Letter	1.6(b)
Voting Agreement	Recitals
Worker Safety Laws	2.14

* * * * *

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

ALLSCRIPTS-MISYS HEALTHCARE
SOLUTIONS, INC.

By: _____
Name:
Its:

ARSENAL MERGER CORP.

By: _____
Name:
Its:

ECLIPSYS CORPORATION

By: _____
Name:
Its:

EXHIBIT A

Form of Voting Agreement

EXHIBIT B

Form of Parent Voting Undertaking

EXHIBIT C

Form of Company Voting Undertaking

EXHIBIT D

Form of Amended and Restated Certificate of Incorporation of Parent

EXHIBIT E

Form of Amended and Restated Bylaws of Parent

EXHIBIT F

Certain Corporate Governance and Other Matters

Selection of Independent Director

Parent's Nominating and Governance Committee, as constituted by the Board of Directors of Parent immediately after the Coniston Closing (the " Post-Coniston Parent Nominating Committee ") and currently contemplated to be M.L. Gamache, Michael Kluger and, if Manchester is entitled to have a member on the Nominating and Governance Committee of Parent in accordance with the Relationship Agreement, currently contemplated to be John King, shall consult with the individuals that the Company nominates pursuant to Section 5.15(b) of this Agreement to serve as independent members of the Board of Directors of Parent as of the Effective Time (the "Company Independent Directors") and currently contemplated to be Eugene V. Fife and Edward A. Kangas, regarding the nomination process for the Independent Director. The CEOs of Parent and the Company shall be included in these discussions. This nomination process shall begin after the date of this Agreement and shall include candidates proposed from time to time by Parent, the Company and Manchester (the " Recommended Candidates"), with the Post-Coniston Parent Nominating Committee and the Company Independent Directors mutually agreeing on the timetable for the nomination process. Each of the Post-Coniston Parent Nominating Committee, the Company Independent Directors and the CEOs of Parent and the Company shall have an opportunity to meet with and interview the Recommended Candidates. Prior to the Effective Time, the Post-Coniston Parent Nominating Committee shall propose to the Company Independent Directors a nominee for the Independent Director who shall be selected from the Recommended Candidates (such proposed nominee, the "Initial Nominee"). The Company Independent Directors shall be entitled to reject the Initial Nominee for the Independent Director proposed by the Post-Coniston Parent Nominating Committee for any reason. If the Company Independent Directors reject the Initial Nominee, then the Post-Coniston Parent Nominating Committee shall propose to the Company Independent Directors two (2) new nominees for the Independent Director (the "Final Nominees"), each of whom shall be selected from the Recommended Candidates and shall not be the Initial Nominee, and shall consult with the Company Independent Directors in making this determination. The Company Independent Directors shall then select the nominee for the Independent Director from the Final Nominees (such nominee or, if the Company Independent Directors accept the Initial Nominee, such Initial Nominee, the " Nominated Independent Director"). The Post-Coniston Parent Nominating Committee and the Company Independent Directors shall use their respective commercially reasonable efforts to cause the Nominated Independent Director to be selected in accordance with this Exhibit F. Parent shall take all actions as may be necessary to cause, at the Effective Time, the Nominated Independent Director to be appointed as a member of the Board of Directors of Parent.

EXHIBIT G

Parent Tax Certificate

EXHIBIT H

Company Tax Certificate

Schedule A

List of Signatories to Parent Voting Undertakings

1. Glen E. Tulman
2. Michael Lawrie
3. Sir Dominic Cadbury
4. Marcel L. Gamache
5. Philip D. Green
6. John G. King
7. Michael J. Kluger

Schedule B

List of Signatories to Company Voting Undertakings

1. Philip M. Pead
2. Eugene V. Fife
3. Edward A. Kangas

Exhibit 5

Form of Amendment to Arsenal By-laws

BY-LAWS
OF
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
(the "By-Laws")

As amended and restated on [_____], 2010

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of Allscripts Healthcare Solutions, Inc. (the "Corporation") shall be in Wilmington, New Castle County, Delaware.

Section 2. Principal Office. The Corporation shall have its principal office at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois, and it may also have offices at such other places as the board of directors of the Corporation (the "Board of Directors") may from time to time determine.

ARTICLE II

STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders for the election of the members of the Board of Directors (the "Directors" and each a "Director") and for the transaction of such other business as may properly come before the meeting shall be held each year at such place and on such date and at such time as may be fixed from time to time by resolution approved by a majority of the Board of Directors.

(a) At an annual meeting of stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting, or any supplement thereto, given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (3) otherwise properly brought before the meeting by a stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 1 and on the record date for the determination of stockholders entitled to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 1 of Article II.

(b) In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in writing to the secretary of the

Corporation not less than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding annual meeting nor more than one hundred and fifty (150) days prior to the anniversary date of the immediately preceding annual meeting.

(c) To be in proper written form, a stockholder's notice to the secretary of the Corporation must set forth as to each matter such stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such stockholder and any Stockholder Associated Person (as defined below) if any, on whose behalf the proposal is made, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder or such Stockholder Associated Person, (iv) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such stockholder or Stockholder Associated Person with respect to any share of stock of the Corporation (which information shall be updated by such stockholder and Stockholder Associated Person, if any, as of the record date for voting at the meeting not later than ten days after the record date for voting at the meeting), (v) a description of all arrangements or understandings between such stockholder or such Stockholder Associated Person and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder or such Stockholder Associated Person in such business and (vi) a representation that such stockholder or such Stockholder Associated Person intends to appear in person or by proxy at the annual meeting to bring such business before the meeting. "Stockholder Associated Person" shall mean, with respect to any stockholder: (i) any person controlling, directly or indirectly, or acting in concert with, such stockholder; (ii) any beneficial owner of shares of stock of the corporation owned of record or beneficially by such stockholder; and (iii) any person controlling, controlled by or under common control with such Stockholder Associated Person that is acting in concert with such Stockholder Associated Person.

(d) Irrespective of anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 1 of Article II. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1 of Article II, and if it is so determined, shall so declare to the meeting

and any such business not properly brought before the meeting shall not be transacted.

Section 2. Special Meetings. Special meetings of the stockholders may be called only by the Chairman of the Board of Directors (the "Chairman") or the Board of Directors pursuant to a resolution approved by a majority of the Board of Directors. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting in accordance with the provisions of Section 5 of Article II of these By-Laws.

Section 3. Stockholder Action; How Taken. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders and may not be effected by any consent in writing by the stockholders.

Section 4. Place of Meeting; Participation in Meetings by Remote Communication .

(a) The Board of Directors may designate any place, either within or without Delaware, as the place of meeting for any annual or special meeting. In the absence of any such designation, the place of meeting shall be the principal office of the Corporation designated in Section 2 of Article I of these By-Laws.

(b) The Board of Directors, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the General Corporation Law of the State of Delaware and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

Section 5. Notice of Meetings. Notice stating the place, if any, day and hour of the meeting, the means of remote communication, if any, by which proxyholders and stockholders may be deemed to be present and vote at such meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, or in the case of a merger or consolidation, if required by applicable law, not less than twenty (20) nor more than sixty (60) days before the date of the meeting, by or at the direction of a majority of the Board of Directors, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States

mails in a sealed envelope addressed to the stockholder at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 6. Record Date. For the purpose of determining (a) stockholders entitled to notice of or to vote at any meeting of stockholders, or (b) stockholders entitled to receive payment of any dividend or (c) stockholders for any other purpose, the Board of Directors may fix in advance a date as the record date for any such determination of stockholders, such date, in the case of clauses (a) and (c): (i) to be not more than sixty (60) days and not less than ten (10) days; or (ii) in the case of a merger or consolidation not less than twenty (20) days, prior to the date on which the particular action requiring such determination of stockholders is to be taken.

Section 7. Quorum. The holders of not less than one-third in voting power of the stock issued and outstanding and entitled to vote thereat, present in person, by remote communication or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, by the Certificate of Incorporation of the Corporation (as amended from time to time, the "Certificate of Incorporation") or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

When a quorum is present at any meeting, the affirmative vote of the holders of a majority in voting power present in person, by remote communication or represented by proxy and entitled to vote on the subject matter shall be required to approve any question brought before such meeting, unless the question is one upon which by express provision of the General Corporation Law of the State of Delaware or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. Procedure. The order of business and all other matters of procedure at every meeting of stockholders shall be determined by the chairman of the meeting. The Board of Directors shall appoint one or more inspectors of election to serve at every meeting of stockholders at which Directors are to be elected.

ARTICLE III

DIRECTORS

Section 1. Number, Election and Terms. The number of Directors shall be fixed from time to time as provided in Article SEVENTH, Section 1 of the Certificate of

Incorporation. At each annual meeting of stockholders of the Corporation, Directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

As used in these By-Laws, the term the "majority of the entire Board of Directors" means the majority of the total number of Directors which the Corporation would have if there were no vacancies, and the term "majority of the Board of Directors" means the majority of the Directors present and voting.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations for the election of Directors may be made by the Nominating and Governance Committee, subject to the provisions of Article SEVENTH, Section 6 of the Certificate of Incorporation, or by any stockholder entitled to vote in the election of Directors generally.

Any stockholder entitled to vote in the election of Directors generally may nominate one or more persons for election as Directors at a meeting only if (i) such stockholder is a stockholder of record on the date of the giving of the notice provided for in this Section 1 of Article III and on the record date for the determination of stockholders entitled to vote at such annual meeting and (ii) such stockholder complies with the notice procedures set forth in this Section 1 of Article III. In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the secretary of the Corporation.

To be timely, written notice of such stockholder's intent to make such nomination or nominations must be given, either by personal delivery or by United States mail, postage prepaid, to the secretary of the Corporation not later than (a) with respect to an election to be held at an annual meeting of stockholders, one hundred twenty (120) days nor earlier than one hundred fifty (150) days prior to the anniversary date of the immediately preceding annual meeting, and (b) with respect to an election to be held at a special meeting of stockholders called for the purpose of electing Directors, the close of business on the tenth (10th) day following the date on which notice of such meeting is first given to stockholders.

To be in proper written form, a stockholder's notice to the secretary of the Corporation must set forth (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (iv) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the proxy rules of the Securities and Exchange Commission; and (b) as to the stockholder giving the notice (i) the name and record address of such stockholder and any

Stockholder Associated Person on whose behalf the nomination is made, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder or such Stockholder Associated Person, (iii) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such stockholder or Stockholder Associated Person with respect to any share of stock of the Corporation (which information shall be updated by such stockholder and Stockholder Associated Person, if any, as of the record date of the meeting not later than 10 days after the record date for the meeting), (iv) a description of all arrangements or understandings between such stockholder or such Stockholder Associated Person and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder, (v) a representation that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the annual meeting to nominate the persons named in its notice and (vi) any other information relating to such stockholder or such Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the proxy rules of the Securities and Exchange Commission. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a Director if elected. No person shall be eligible for election as a Director unless nominated in accordance with the procedures set forth in this Section 1 of Article III. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a Director. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

Section 2. Newly Created Directorships and Vacancies. Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article IV hereof relating to the rights of the holders of Preferred Stock and except as set forth in Article SEVENTH, Section 6 of the Certificate of Incorporation, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause shall be filled by the affirmative vote of a majority of the remaining Directors then in office, though less than a quorum, or by a sole remaining Director. Any Director appointed in accordance with the preceding sentence or Article SEVENTH, Section 6 of the Certificate of Incorporation shall hold office for a term expiring at the annual meeting of the stockholders following such Director's appointment.

Section 3. Removal. Subject to the provisions in these By-Laws (and Article SEVENTH, Section 6 of the Certificate of Incorporation) and the rights of any class or

series of stock having a preference over the common stock as to dividends or upon liquidation to elect Directors under specified circumstances, any Director may be removed from office with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy; provided that for a period of three (3) years from the date on which the transactions contemplated by the Agreement and Plan of Merger (as may be amended from time to time, the "Eclipsys Merger Agreement") among the Corporation, Arsenal Merger Corp. and Eclipsys Corporation, dated as of June 9, 2010 are consummated (the "Eclipsys Closing"), the Chairman may be removed as the Chairman with or without cause only upon the approval of the Board of Directors by the affirmative vote of no less than a two-thirds majority of the entire Board of Directors (a "Supermajority Vote").

Section 4. Chairman. Prior to the Eclipsys Closing, the Chairman shall be designated in accordance with Section 4 of the Amended and Restated Relationship Agreement, dated as of _____, 2010, between the Corporation and Misys plc. Upon the Eclipsys Closing, the Chief Executive Officer and President of Eclipsys Corporation immediately prior to the Eclipsys Closing (the "Eclipsys CEO") shall serve as a member of the Board of Directors and as the Chairman, but in no event shall the Chairman be the chief executive officer of the Corporation (the "CEO"). Subject to his annual election to the Board of Directors, the Eclipsys CEO shall serve as Chairman for a term of three (3) years from the date of the Eclipsys Closing in accordance with the terms of the Eclipsys Merger Agreement, the Employment Agreement, dated as of June 9, 2010, between the Corporation and the Eclipsys CEO (the "Employment Agreement"), and these By-Laws, or until the earlier of his death, resignation or removal. The Chairman shall preside at all meetings of the stockholders of the Corporation and the Board of Directors and in general shall perform all other duties incident to the office of Chairman. The Chairman shall also be a full-time employee of the Corporation and shall have such other duties and responsibilities as set forth in the Employment Agreement or as shall be assigned to the Chairman by the Board of Directors. The Chairman shall have access to such resources of the Corporation to carry out such duties and responsibilities as shall be assigned to him by the Board of Directors by a Supermajority Vote. The Chairman shall work at the direction of the Board of Directors consistent with these provisions and shall report to the Board of Directors.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors may from time to time determine.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman or the CEO or by an officer of the Corporation upon the request of the majority of the entire Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without Delaware, as the place for holding any special meeting of the Board of Directors called by them.

Section 7. Action by Telephonic Communications. Members of the Board of Directors shall be entitled to participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 8. Notice; Time of Meeting. Notice of every regular and every special meeting of the Board of Directors shall be given at least seventy-two (72) hours before the meeting by telephone, by personal delivery, by commercial courier, by mail, by facsimile transmission or other means of electronic transmission. Notice shall be given to each Director at his usual place of business, or at such other address as shall have been furnished by him for the purpose. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

Section 9. Quorum. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, that if less than a majority of the entire Board of Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time until a quorum is obtained without further notice. The act of the majority of the Board of Directors at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Certificate of Incorporation or the By-Laws of the Corporation.

Section 10. Compensation. Directors who are also full time employees of the Corporation or an affiliate thereof shall not receive any compensation for their services as Directors but they may be reimbursed for reasonable expenses of attendance. By resolution approved by a majority of the Board of Directors, all other Directors may receive either an annual fee or a fee for each meeting attended, or both, and expenses of attendance, if any, at each regular or special meeting of the Board of Directors or of a committee of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall be a CEO, a president, a chief operating officer, a chief financial officer, an executive vice president (if elected by the Board of Directors), one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article IV.

Section 2. Election and Term of Office. The other officers of the Corporation shall be designated annually by resolution approved by the Board of Directors at the first

meeting of the Board of Directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by resolution approved by a majority of the entire Board of Directors may be removed and replaced by resolution approved by a majority of the entire Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, that for a period of three (3) years from the date of the Eclipsys Closing, the CEO at the time of the Eclipsys Closing may be removed as the CEO with or without cause only upon the approval of the Board of Directors by a Supermajority Vote.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by resolution approved by the Board of Directors for the unexpired portion of the term.

Section 5. Chief Executive Officer. The CEO of the Corporation shall be determined by the Board of Directors and shall report to the Board of Directors. Subject to his annual election to the Board of Directors, the CEO shall serve as a Director for a term of three (3) years from the date of the Eclipsys Closing in accordance with the terms of the Eclipsys Merger Agreement and these By-Laws, or until the earlier of his death, resignation or removal. The CEO shall provide overall direction and administration of the business of the Corporation, establish basic policies within which the various corporate activities are carried out, guide and develop long range planning and evaluate activities in terms of objectives. He may sign with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, if such additional signature is necessary under the terms of the instrument document being executed or under applicable law, stock certificates of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be required by law to be otherwise signed or executed, and he may execute proxies on behalf of the Corporation with respect to the voting of any shares of stock owned by the Corporation. The CEO shall have the power to:

(a) designate management committees of employees deemed essential in the operations of the Corporation, its divisions or subsidiaries, and appoint members thereof, subject to the approval of a majority of the Board of Directors;

(b) appoint certain employees of the Corporation as vice presidents of one or several divisions or operations of the Corporation, subject to the approval of a majority of the Board of Directors; provided, however, that any vice president so appointed shall not be an officer of the Corporation for any other purpose; and

(c) appoint such other agents and employees as in his judgment may be necessary or proper for the transaction of the business of the Corporation and in general shall perform all duties incident to the office of chief executive.

Section 6. President. The president shall assist in establishing basic policies within which the various corporate activities are carried out, guiding and developing long range planning and evaluating activities in terms of objectives. He may sign with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, if such additional signature is necessary under the terms of the instrument document being executed or under applicable law, stock certificates of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be required by law to be otherwise signed or executed, and he may execute proxies on behalf of the Corporation with respect to the voting of any shares of stock owned by the Corporation. The president shall perform such other duties as may be prescribed by the CEO.

Section 7. Chief Operating Officer. The chief operating officer shall in general be in charge of all operations of the Corporation and shall direct and administer the activities of the Corporation in accordance with the policies, goals and objectives established by the Chairman, the CEO, the president and the Board of Directors. The chief operating officer shall perform such other duties as may be prescribed by the CEO.

Section 7. Chief Financial Officer. Except as otherwise determined by the Board of Directors, the chief financial officer shall be the chief financial officer of the Corporation. The chief financial officer shall have the power to:

(a) charge, supervise and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation;

(b) render to the Board of Directors, whenever requested, a statement of the financial condition of the Corporation and of all his transactions as chief financial officer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so;

(c) require from all officers or agents of the Corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation; and

(d) perform, in general, all duties incident to the office of chief financial officer and such other duties as may be specified in these By-Laws or as may be assigned to him from time to time by the Board of Directors or the Chairman or as may be prescribed by the CEO.

Section 8. Executive Vice President. The Board of Directors may elect one or several executive vice presidents. Each executive vice president shall report to either the CEO or the president as determined in the corporate organization plan established by the Board of Directors. The executive vice president shall direct and coordinate such major activities as shall be delegated to him by his superior officer in accordance with policies established and instructions issued by his superior officer or the CEO.

Section 9. Vice President. The Board of Directors may elect one or several vice presidents. Each vice president shall report to either the CEO, the president or the executive vice president as determined in the corporate organization plan established by the Board of Directors. Each vice president shall perform such duties as may be delegated to him by his superior officers and in accordance with the policies established and instructions issued by his superior officer or the CEO. The Board of Directors may designate any vice president as a senior vice president and a senior vice president shall be senior to all other vice presidents and junior to the executive vice president. In the event there is more than one senior vice president, then seniority shall be determined by and be the same as the annual order in which their names are presented to and acted on by the Board of Directors.

Section 10. The Treasurer. The treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Corporation; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the CEO, president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 11. The Assistant Treasurer. The assistant treasurer (or, if more than one, the assistant treasurers) shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 12. The Secretary. The secretary shall: (a) keep the minutes of the stockholders' and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws or as required by law; (d) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (e) sign with the Chairman, president, or a vice president, stock certificates

of the Corporation, the issue of which shall have been authorized by resolution approved by the majority of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the CEO, president or by the Board of Directors.

Section 13. The Assistant Secretary. The assistant secretary (or, if more than one, the assistant secretaries) shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

COMMITTEES

Section 1. The Committees. The Board of Directors may, pursuant to these By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in these By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors, and, subject to Article SEVENTH, Section 6 of the Certificate of Incorporation of the Corporation, a Misys Nominating Committee, an Eclipsys Nominating Committee and an Allscripts Nominating Committee.

ARTICLE VI

SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words “Corporate Seal, Delaware”.

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation or under the provisions of the laws of the State of Delaware, waiver thereof, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS

Subject to the provisions of the Certificate of Incorporation and the By-Laws, these By-Laws may be altered, amended or repealed with the affirmative vote of the majority of the entire Board of Directors; provided, that until the three-year anniversary of the date of the Eclipsys Closing, each of the first paragraph of Article III, Section 1, Article III, Section 4 and Article IV, Section 5 of these By-Laws and the proviso set forth in Article IV, Section 3 of these By-Laws, may be amended by the Board of Directors, or waivers therefrom granted by the Board of Directors, in the manner prescribed by statute, only upon the approval of the Board of Directors by a Supermajority Vote.

Exhibit 6

Voting Agreement

Incorporated by reference to Exhibit 99.13 attached to this Schedule 13D.

Exhibit 7

Form of Manchester Announcement of Coniston Transaction

9 June 2010
MISYS plc
Misys takes decisive steps to realise shareholder value

Sale of majority of controlling interest in Allscripts
Return of over $1 billion (£0.7 billion) to shareholders
Allscripts merger with Eclipsys

Misys plc (LSE: MSY), the global application software and services company, announces it has agreed to sell the majority of its 54.6% interest in its Allscripts subsidiary (NASDAQ: MDRX), and that Misys intends to return substantially all of the proceeds to Misys shareholders. The sale of shares by Misys will provide Allscripts the flexibility to proceed on its proposed merger with Eclipsys (NASDAQ: ECLP).

Transaction highlights

- Misys will realise significant value for shareholders through the sale, in a placing of shares and through buybacks by Allscripts. Based on illustrative placing and buyback assumptions, the sale of approximately 68 million of its Allscripts shares would raise over $1.3 billion (£0.9 billion) and would leave a remaining Misys holding of approximately 12 million Allscripts shares.
- Allscripts will merge with Eclipsys, creating what the Allscripts management believe will be the clear leader in healthcare information technology, with the most comprehensive solution offering for healthcare organisations of every size and setting. The merger will be accretive to earnings per share in Calendar 2011. Eclipsys shareholders will receive $1.3 billion in Allscripts shares, representing 1.2 Allscripts shares for each share of Eclipsys that they own. Misys expects to retain a maximum of 10% of Allscripts-Eclipsys shares, following the merger of the two companies.
- The proceeds from the sale of Allscripts shares, after transaction fees and debt paydown, will be returned to Misys shareholders in due course, intended to be through a Proposed Tender Offer for their shares.
- Significant enhancement to Misys earnings per share upon completion of Proposed Sale and Proposed Tender Offer.
- Greater visibility of the inherent value in Misys' Banking and Treasury & Capital Markets divisions.

Mike Lawrie, Chief Executive, Misys plc, comments

'The strategy and execution of the merger of Allscripts and Misys Healthcare has been extraordinarily successful. This has been reflected in the rise in the Allscripts-Misys share price since the completion of the merger in October 2008. The success of the merger has created an opportunity for Allscripts to continue its leadership role by merging Allscripts and Eclipsys to create a leader in end to end solutions for US hospitals & physicians. To enable Allscripts to exploit this opportunity, and to allow Misys shareholders to benefit from the rise in the Allscripts share price since the merger, we are reducing our holding in Allscripts.

Misys shareholders will receive an unprecedented return of capital from the company, over $1 billion, and will see immediate, significant earnings per share accretion.

Following separation, we will continue to focus on leadership in our financial services markets, through taking to market innovative software solutions, notably our BankFusion suite, and providing high quality implementation and customer services.

The sale creates a clear, compelling, pure play investment proposition in financial services, while we also retain a stake in the future success of the newly created Allscripts-Eclipsys.'

Glen Tullman, Chief Executive, Allscripts, comments

'The Allscripts-Misys Healthcare merger created a leader in ambulatory healthcare IT in the US, focused on the physician practice market. Now, the merger with Eclipsys will create a leader in healthcare IT connecting hospitals, physicians and post-acute organizations.

The merger represents a significant strategic opportunity for Allscripts and Eclipsys to combine their strengths, particularly in Electronic Health Records, resulting in a significantly expanded market presence.

By combining Allscripts' Electronic Health Record portfolio in the physician market paired with, our leadership in the post-acute care market, and Eclipsys' market-leading hospital enterprise solutions, we will create the one company uniquely positioned to help our clients benefit from $30 billion in government funding for Electronic Health Records.

The US healthcare system is rapidly moving towards collaboration between providers across all healthcare settings, with the objective of a single patient record connecting providers across entire communities. Allscripts and Eclipsys' leading positions in the physician practice market, post-acute settings and in hospitals will enable us to deliver a complete portfolio of clinical, financial, and information solutions, creating a seamless patient experience and improved care at lower cost.'

Throughout this announcement, an exchange rate of 1.44 $/£ is assumed .

Conference Call

A conference call will be held for UK analysts and investors at 10.00am BST (5.00am EDT) today. To access dial +44 (0) 20 7075 1520 and enter code 787292#. The presentation slides will be available by webcast on www.misys.com. A replay facility will be available from 2.00pm BST (9.00am EDT) at www.misys.com or by calling +44 (0) 203 364 5943 using code 269042#.

A presentation will be made by webcast for US analysts and investors at 8.00am EDT (1.00pm BST). Access is through www.allscripts.com. The audio facility will be available on +1 877 666 7021 and entering conference code 78781403#.

A commentary by Mike Lawrie, Chief Executive of Misys and Executive Chairman of Allscripts-Misys will be available from 07.00am BST on www.misys.com

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Advisors

Credit Suisse are acting as financial adviser to Misys. JPMorgan Cazenove will act as financial adviser to Misys on the tender offer.

About Misys

Misys plc (FTSE: MSY.L), provides integrated, comprehensive solutions that deliver significant results to organisations in the financial services and healthcare industries. We maximise value

for our customers by combining our deep knowledge of their business with our commitment to their success. In banking and treasury & capital markets, Misys is a market leader, with over 1,200 customers, including all of the world's top 50 banks. In healthcare, Misys owns a controlling stake in NASDAQ listed Allscripts, a clear leader in the provision of healthcare information technology, serving more than 160,000 physicians, 800 hospitals and nearly 8,000 post-acute and homecare organisations.

Misys employs 6,000 people who serve customers in more than 120 countries. We aspire to be the world's best application software and services company, delivering results for the most important industries in the world. To learn more, visit www.misys.com.

About Allscripts

Allscripts (NASDAQ: MDRX) uses innovation technology to bring health to healthcare. More than 160,000 physicians, 800 hospitals and nearly 8,000 post-acute and homecare organizations utilize Allscripts to improve the health of their patients and their bottom line. The company's award-winning solutions include electronic health records, electronic prescribing, revenue cycle management, practice management, document management, care management, emergency department information systems and homecare automation. Allscripts is the trade name of Allscripts-Misys Healthcare Solutions, Inc. To learn more, visit www.allscripts.com.

Transaction summary

1. The **Proposed Sale** consists of a disposal of between approximately 60 million and approximately 70 million of the 79.8 million Allscripts shares currently held by Misys, by the following three methods:

(i) The **Placing.** Market placing of between 36 million and approximately 40 million Allscripts shares held by Misys, with the actual price and offering size to be determined at the time of the placing.

(ii) The **Buyback.** Share buyback by Allscripts of 24.4 million Allscripts shares from Misys for an aggregate consideration of US$577 million, at a price per Allscripts share of US$23.62 which includes a US$117 million premium in recognition of Misys relinquishing control.

(iii) The **Additional Buyback.** Upon successful completion of the Allscripts-Eclipsys Merger, Misys will have an option to sell to Allscripts an additional 5.3 million of its Allscripts shares for a consideration of US$102 million.

Allscripts has committed credit facilities in place to finance the Buyback, and would finance the Additional Buyback through Allscripts-Eclipsys cash balances.

The Proposed Sale is conditional upon being able to achieve through the Placing a minimum price of US$16.50 per share, and upon approval by Misys shareholders. It is not conditional upon the Allscripts-Eclipsys merger.

2. **The Allscripts-Eclipsys Merger**. Allscripts has entered into a conditional agreement to acquire the entire issued and outstanding share capital of Eclipsys, a NASDAQ-listed healthcare IT systems provider, for a consideration of US$1.3 billion, to be satisfied wholly by new Allscripts shares issued to Eclipsys shareholders in the ratio of 1.2 Allscripts shares per Eclipsys share. This consideration represents a premium of 19% to the Eclipsys share price, based on the closing prices on 8 June 2010, for Allscripts of US$18.42 and for Eclipsys of US$18.51. The completion of the merger is conditional, among other things, on

(i) successful completion of the Placing and Buyback by Misys

(ii) necessary approvals from Allscripts' and Eclipsys' shareholders

(iii) relevant Securities and Exchange Commission and anti-trust approvals

In advance of the Proposed Sale completing, a break fee of approximately $18 million will be payable by Allscripts to Eclipsys if the merger does not proceed for certain specified reasons, including Misys shareholders voting against the Proposed Sale.

More details of the Allscripts-Eclipsys Merger have been provided in an announcement released today by Allscripts.

3. **Misys' remaining Allscripts shares.** The minimum number of Allscripts shares retained by Misys, which would result from the maximum number sold in the Placing, Allscripts' agreed Buyback, and the Additional Buyback option being exercised, would be 10.2 million (5% of Allscripts-Eclipsys shares). The maximum number of Allscripts shares retained by Misys, which would result from the minimum number sold in the Placing, Allscripts' agreed Buyback, and the Additional Buyback option not being exercised, would be approximately 19 million (10% of Allscripts—Eclipsys shares).

4. The **Proposed Tender Offer.** The Misys Board proposes to return to Misys shareholders, in due course, the net proceeds of the Proposed Sale, after transaction fees and debt paydown. It is the current intention to effect this via the Proposed Tender Offer.

Illustrative proceeds after placing fees and before legal, tax accounting and transaction fees, assuming an illustrative 38 million Allscripts shares are placed at a price of $18.42 per share, and with the Buyback and Additional Buyback taking place as outlined above, would be over $1.3 billion (£0.9 billion).

Actual Placing proceeds will be determined during the Placing, expected to take place in September or October 2010. From the proceeds, £75 million ($108 million) will be used to pay down Misys' debt, and the rest, over $1.2 billion (£0.8 billion) based on the illustrative assumptions outlined above, will be returned to shareholders.

The Proposed Tender Offer is intended to be launched after Misys receives, as it expects to, clearance from the US Internal Revenue Service that there will be no material tax liability resulting from a re-organisation of its US corporate structure to facilitate the Proposed Sale. If clearance is not obtained, approximately $170 million of the proceeds of the Proposed Sale, based on the proceeds illustration above, would be retained to meet the potential tax liability.

5. Misys will continue to own 100% of its Banking and Treasury & Capital Markets divisions and will continue to be listed on the London Stock Exchange.

Misys Shareholder approvals

The Proposed Sale and Proposed Tender Offer are each conditional, amongst other things, upon approval by Misys shareholders and the successful completion of the Placing.

Misys intends to post a circular to Misys' shareholders in August, giving full details of the Proposed Sale and outline terms for the Proposed Tender Offer, including notice of a General Meeting, currently expected to be held in September 2010. Full details of the Proposed Tender Offer will be sent to shareholders following the General Meeting. ValueAct Capital, a holder of 25.7% of Misys' issued shares, has committed irrevocably to vote in favour of the Proposed Sale and Proposed Tender Offer.

Subject to the conditions being met, the Proposed Sale is expected to complete in September or October 2010, and the Proposed Tender Offer is expected to be launched in November 2010.

Since Allscripts' acquisition of Eclipsys is conditional upon Allscripts no longer being a subsidiary of Misys, Misys' shareholders are not being asked to approve the Eclipsys acquisition.

Transaction rationales

The combination of Allscripts and Eclipsys represents a significant strategic opportunity in US healthcare IT. The merger will create an extended market position, particularly in Electronic Health Records, the adoption of which is being funded by unprecedented US government incentives. Eclipsys' solutions for hospitals will be added to Allscripts physician practice offerings, creating new sales opportunities and cross-selling opportunities within the existing installed base. Allscripts management believe that combined Allscripts-Eclipsys solutions will connect hospitals, physicians and post-acute organisations, creating a seamless patient experience and improved care at lower cost.'

To enable the stock for stock acquisition of Eclipsys, Misys has agreed to exit its control position in Allscripts, though retaining a material stake in the future success of Allscripts-Eclipsys.

The Proposed Sale also represents an exceptional opportunity to crystallise the value created since the merger of Misys Healthcare with Allscripts on 10 October 2008 (the **Merger**). Allscripts' share price has since increased 110% from US$8.77 per share to US$18.42 per share as at 8

June 2010, representing a significant outperformance of the NASDAQ Composite Index, which rose 32% over the same period. In addition, Misys' consideration for the Buyback includes a premium of US$117 million in recognition of Misys relinquishing control.

Through the Proposed Tender Offer, Misys' shareholders will receive substantially all of the net proceeds from the Proposed Sale in cash and therefore directly benefit from the rise in the value of Allscripts shares since the Merger. The Proposed Sale and Proposed Tender Offer together are, upon completion, expected to be significantly enhancing to Misys earnings per share.

After the Proposed Sale, Misys' Banking, Treasury and Capital Markets and Open Source businesses will continue to apply their previously stated strategies, specific to their respective marketplaces. Key financial metrics for Misys, after the Proposed Sale, are as follows:

£m, pro-forma, adjusted[1]	Year ended 31 May 2009
Revenue	344
Adjusted Operating Profit before Depreciation & Amortisation	63
Adjusted Operating Profit	52
Adjusted Operating Profit Margin	15%
Adjusted Pre-Tax Profit	40
Adjusted After-Tax Profit	31

1 *Before exceptional items, gains and losses on embedded derivatives, amortisation of acquired intangible assets and translation exchange differences recycled from reserves.*

Results for the year ended 31 May 2010 will be announced during July 2010. Management's medium-term targets for Misys after the Proposed Sale, for the two years to 31 May 2012, are revenue growth (at constant currency) of 5 to 8% and adjusted operating margins between 17% and 20%.

The Banking business will continue the roll-out of BankFusion and other new solutions for Mobile Banking, Business Intelligence, Payments and Trade Services, with the objective of making Misys the technology of choice for solutions across the financial services industry. The Treasury and Capital Markets business will continue to focus on growing its market share by attracting significant numbers of new customers in its core securities trading and corporate lending markets and by retaining existing customers through high quality customer service. Existing solutions will continue to be enhanced, and new products introduced, to improve management and processing of securities trading and risk management.

Transaction timetable

The illustrative timetable of events is as follows

June to July 2010	Filings to UK Listing Authority and the US Securities and Exchange Commission, followed by review and approval. Other regulatory approvals sought for Allscripts-Eclipsys Merger
August 2010	Circulars to Misys, Allscripts and Eclipsys shareholders
September to October 2010	Misys, Allscripts and Eclipsys shareholder meetings Placing of Misys-owned Allscripts shares and Buyback by Allscripts Closing of Allscripts-Eclipsys Merger Misys Additional Buyback option exercisable within 10 business days of the Allscripts-Eclipsys Merger closing
November to December 2010	Return of net proceeds to Misys shareholders via Proposed Tender Offer

Next Steps

Misys intends to make an announcement upon sending a circular to shareholders containing further details of the proposed transactions and the date and agenda of the proposed General Meeting at which approval for the transactions will be sought. Subsequent to that it is intended that a separate document will be sent to shareholders, which would set out the detailed terms of the Proposed Tender Offer to shareholders.

Important information for investors and shareholders

THIS COMMUNICATION DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES, NOR SHALL THERE BE ANY SALE OF SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE IS UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION.

In connection with the proposed business combination transaction between Allscripts and Eclipsys described in the above communications, Allscripts has filed, or will file, a registration statement / proxy statement on Form S-4, a registration statement on Form S-3 and certain other materials with the SEC.

INVESTORS IN ALLSCRIPTS AND ECLIPSYS ARE ENCOURAGED TO READ THE REGISTRATION STATEMENTS / PROXY STATEMENT AND OTHER RELEVANT MATERIALS WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED BUSINESS COMBINATION TRANSACTION BETWEEN ALLSCRIPTS AND ECLIPSYS.

You may obtain free copies of these documents (when they are available) and other documents filed by Allscripts with the SEC at the SEC's web site at www.sec.gov.

This communication contains forward looking statements regarding future events, developments, the future performance of Misys plc ("Misys") and Allscripts, Inc. ("Allscripts"), as well as management's expectations, beliefs, intentions, plans, estimates, views or projections relating to the future, including with regard to the proposed exit by Misys of its controlling interest in Allscripts and the subsequent proposed merger of Allscripts with Eclipsys Corporation ("Eclipsys"). Those forward looking statements include all statements other than those made, solely with respect to historical facts. Forward looking statements may be identified by words such as transaction rationale, strategy, believes, plans, expects, anticipates, estimates, projects, intends, will, should, seeks, future, continue, or the negative of such terms, or other comparable terminology, or by express or implied discussions regarding potential future sales or earnings of Misys or Allscripts; or by discussions of strategy, plans, expectations or intentions or potential synergies, strategic benefits or opportunities that may result from the proposed transactions described in the communications on the following web site.

Such forward looking statements reflect the current expectations, beliefs, intentions, plans, estimates, views or projections of Misys and Allscripts, but are subject to numerous risks, uncertainties, assumptions and other factors that are difficult to predict, and could cause actual results to vary, materially, from any future results, performance or achievements expressed or implied by such statements. In particular, there can be no guarantee that the proposed transactions described in the communications will be completed in the expected form or within the expected time frame or at all. Nor can there be any guarantee that Misys or Allscripts, or any of their divisions or business units, will achieve any particular future financial results or future growth rates or that Misys or Allscripts will be able to realize any of the potential synergies, strategic benefits or opportunities as a result of the proposed transactions. Factors that could cause actual results to differ materially include but are not limited to legislative, regulatory, political and economic developments, changes in competitive and market forces, further exchange and interest rates, changes in tax rates, and future business combinations, or disposals.

Some of the central risks faced by Misys are set out in Misys's most recent annual report and the central risks faced by Allscripts are set out in Allscripts most recent annual report on Form 10-K and other materials filed by Allscripts with the U.S. Securities and Exchange Commission ("SEC"). Neither Misys nor Allscripts undertake any obligation to revise or update any forward looking statement or to make any other forward looking statement, whether as a result of new information, future events or otherwise. Neither Misys nor Allscripts are responsible for updating the information contained in the following communications beyond the published date, or changes made to these communications by wire services or internet service providers.

Exhibit 8

Form of Joint Announcement of Emerald Transaction

Not included in this Schedule 13D Exhibit 99.10 filing.

Exhibit 9

Form of Section 16 Resolutions

Not included in this Schedule 13D Exhibit 99.10 filing.

Exhibit 10

Arbitration Procedures

(a) If Arsenal shall have delivered to Manchester an Objection Notice or a Rejection Notice (each, an **Arbitration Notice**), the Parties shall select an Independent Arbitrator and resolve the issue or issues in controversy described in such Arbitration Notice pursuant to mandatory and binding arbitration in accordance with this Exhibit 10.

(b) Any Arbitration Notice shall include three names of individuals (**Arsenal Arbitration Candidates**) who meet the qualifications to be the Independent Arbitrator and are acceptable to Arsenal. If Manchester accepts any of the Arsenal Arbitration Candidates, Manchester shall so notify Arsenal within three (3) business days of receipt of the Arbitration Notice identifying the Arsenal Arbitration Candidate acceptable to Manchester, who shall thereupon be the Independent Arbitrator. If Manchester does not accept any of the Arsenal Arbitration Candidates, then Manchester shall within three (3) business days of receipt of the Arbitration Notice propose three individuals who meet the qualifications to be the Independent Arbitrator and are acceptable to Manchester (**Manchester Arbitration Candidates**). If Arsenal accepts any of the Manchester Arbitration Candidates, Arsenal shall so notify Manchester within three (3) business days of receipt of the names of the Manchester Arbitration Candidates identifying the Manchester Arbitration Candidate acceptable to Arsenal, who shall thereupon be the Independent Arbitrator. If Arsenal does not accept any of the Manchester Arbitration Candidates, Arsenal shall so notify Manchester within three (3) business days of the receipt of the names of the Manchester Arbitration Candidates whereupon within one (1) business day one of the Arsenal Arbitration Candidates and one of the Manchester Arbitration Candidates, in each case selected by the other Party, shall be instructed to agree within two (2) business days upon the identity of an individual who meets the qualifications to be the Independent Arbitrator. Notwithstanding anything to the contrary contained herein, in the event the Parties have previously submitted a dispute to arbitration in accordance with this Exhibit 10 or selected an Independent Arbitrator pursuant to Section 10.2(g), the Independent Arbitrator from such previous arbitration proceeding or selected pursuant to Section 10.2(g) shall be the Independent Arbitrator for all subsequent arbitration proceedings relating to any Objection Notice or Rejection Notice unless either Arsenal or Manchester objects to the use of such Independent Arbitrator in any such subsequent arbitration proceeding, in which case the Parties shall select a new Independent Arbitrator in accordance with this paragraph (b).

(c) The Independent Arbitrator shall be instructed by Arsenal and Manchester to use its best efforts to make a reasoned final written determination within fifteen (15) business days after such selection, binding on the Parties, as to the issue or issues in controversy described in the relevant Arbitration Notice. The Independent Arbitrator shall review written submissions of the Parties with respect to the matters at issue and shall be entitled to seek clarifications or back-up information related thereto from the Parties, as well as in-person joint meetings with the Parties, but shall not undertake an independent investigation. Each Party shall be entitled to a single brief to be submitted within five (5) business days of the selection of the Independent Arbitrator and a single written rebuttal to be submitted within three (3) business days of submission of briefs. Notwithstanding anything to the contrary contained herein, neither Arsenal nor Manchester (nor any of their respective Affiliates or representatives) shall have any ex parte communications or meetings with the Independent Arbitrator without the prior consent of the other Party.

(d) If Manchester shall have delivered to Arsenal a Reduction Notice, an Excess PLR Guarantee Notice or an Excess Historic Guarantee Notice, the Parties shall negotiate in good faith to select as promptly as reasonably practicable a qualified arbitrator (who for the avoidance of doubt need not be an Independent Arbitrator) reasonably acceptable to each of the Parties and resolve the issue or issues in controversy described in such Reduction Notice, Excess PLR Guarantee Notice or Excess Historic Guarantee Notice pursuant to mandatory and binding arbitration in accordance with this Exhibit 10.

(e) Any determination reached by the Independent Arbitrator or the arbitrator selected pursuant to paragraph (d), as the case may be, will be final, conclusive and binding upon the Parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction. The Party that is unsuccessful in the arbitration shall pay all fees, costs and expenses of the Independent Arbitrator or the arbitrator selected pursuant to paragraph (d), as the case may be, and all reasonable out-of-pocket fees, costs and expenses of the other Party, including fees payable to attorneys, experts and witnesses for the other Party. In addition, in connection with any Proceeding to compel arbitration pursuant to this Agreement or to confirm, vacate or enforce any award rendered by the Independent Arbitrator or the arbitrator selected pursuant to paragraph (d), as the case may be, the prevailing Party in such a Proceeding will be entitled to recover reasonable fees, costs and expenses incurred in connection with such Proceeding, in addition to any other relief to which it may be entitled. Without limiting the foregoing, Manchester's costs in connection with this paragraph (d) shall include all out-of-pocket fees, costs and expenses incurred to financial institutions in connection with the PLR Bank Guarantee or Historic Bank Guarantee, as the case may be, remaining outstanding from the date it otherwise would have been released pursuant to Section 10.10 through the date on which it is actually released.

Exhibit 11

Form of Bank Guarantee

AGREED FORM

[LETTERHEAD OF BANK]

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
USA

[DATE]

Dear Sir,

ON DEMAND BANK GUARANTEE NO: [NUMBER]

We are informed by Misys plc [COMPANY NUMBER] ("Misys") that it has entered into a framework agreement with you dated as of June 9, 2010 (as amended, varied or modified from time to time) (the "Framework Agreement"). We have been requested to issue this on demand bank guarantee in connection with Section [10.10(a) / 10.10(b)] of the Framework Agreement.

In consideration of your entering into the Framework Agreement, we [NAME AND ADDRESS OF BANK], irrevocably and unconditionally undertake, as primary obligor, to pay to you from time to time on your first written demand over original hand-written signatures in the form of Exhibit A (including all attachments required by paragraph 3 of Exhibit A) (a "Demand Notice"), and waiving all rights of objection and defence and without reference to Misys or the Framework Agreement and despite any objection by Misys or its affiliates, an amount or amounts not exceeding in aggregate the Maximum Guarantee Amount (as defined below).

A Demand Notice must be received by us prior to the expiration of this guarantee. You are not limited in the number of Demand Notices you may make hereunder; provided, however, that the aggregate sum of all amounts demanded under such Demand Notices may in no event exceed the Maximum Guarantee Amount (as defined below). All amounts payable under this guarantee will be paid in U.S. dollars.

Any Demand Notice shall be validly given by you if delivered to us in person as follows:

[BANK]

[ADDRESS OF BANK] [**NOTE:** To include NY and/or Chicago branches.]

Any Demand Notice that you give shall be deemed to have been received by us on the day of actual delivery to us in person.

We shall accept any executed Demand Notice as conclusive evidence that the amount claimed is due to you under this guarantee.

ALWAYS PROVIDED THAT

1. Our liability under this guarantee is limited to an amount or amounts not exceeding in aggregate US$[•] million (the "Maximum Guarantee Amount") as reduced from time to time by a notice from Misys in the form of Exhibit B hereto (including all attachments required by paragraph 3 of Exhibit B) (a "Reduction Notice").
2. This guarantee will come into force on [*date of Coniston Closing*].
3. This guarantee will expire upon our receipt of a duly executed certificate of the Chief Executive Officer of Misys certifying that this guarantee is terminated in the form of Exhibit C hereto (including all attachments required by paragraph 3 of Exhibit C) (a "Release Notice").

This guarantee is personal to yourselves and is not transferable or assignable, except that this guarantee shall inure to the benefit of your successors in title by operation of law.

Except to the extent it is inconsistent with the express terms of this guarantee, this guarantee is subject to [the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590)] [the Uniform Rules for Demand Guarantees ICC publication 458].

Upon receipt by us of a notice in the form of either Exhibit D-1 or Exhibit D-2 (each, a "Bank Notice") stating that a payment is required (in the case of Exhibit D-1) or an event permitting the reduction or termination of this guarantee has occurred (in the case of Exhibit D-2), we shall, within one business day following receipt thereof, send by confirmed facsimile to each of you and Misys a copy of such Bank Notice to the addresses for you and Misys contained in Exhibit E hereto.

Notwithstanding anything herein to the contrary, we shall not make any payment pursuant to a Demand Notice received by us unless and until seven (7) business days have elapsed from our receipt of a Bank Notice from you specifying the payment amount to be demanded.

Notwithstanding anything herein to the contrary, we shall not reduce or terminate this guarantee pursuant to a Reduction Notice or Release Notice received from Misys unless and until ten (10) business days have elapsed from our receipt of a Bank Notice from Misys specifying the reduction amount or stating that an event permitting the termination of this guarantee has occurred, respectively.

This guarantee and all non-contractual obligations arising out of or in connection with this guarantee shall be governed by and construed in accordance with the laws of England and Wales and we hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this guarantee (including

any dispute regarding the existence, validity or termination of this guarantee or any non-contractual obligation arising out of or in connection with this guarantee).

[*To be executed by Bank as a Deed*]

We hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this guarantee (including any dispute regarding the existence, validity or termination of this guarantee or any non-contractual obligation arising out of or in connection with this guarantee).

[*To be executed by Allscripts-Misys Healthcare Solutions, Inc. as a Deed*]

EXHIBIT A
FORM OF DEMAND NOTICE

To: [BANK]
[ADDRESS]
Attn:

The undersigned, the Chief Executive Officer of Allscripts-Misys Healthcare Solutions, Inc. ("Allscripts"), as beneficiary under that certain on demand bank guarantee [_____] dated [_____], 2010 (the "Guarantee"), granted by [BANK] (the "Issuing Bank"), hereby provides notice to the Issuing Bank as follows:

1. We hereby demand payment in the amount of $_____.

2. We hereby certify that each of the [Transaction Tax Conditions or Post-Closing Franchise Tax Conditions] [**NOTE:** PLR Bank Guarantee only] [Historic Tax Conditions] [**NOTE:** Historic Bank Guarantee only] (as defined in the Framework Agreement) has been satisfied.

3. We hereby certify that attached hereto is a copy of resolutions adopted by the Board of Directors of Allscripts affirming that the Board of Directors of Allscripts has determined that each of the [Transaction Tax Conditions or Post-Closing Franchise Tax Conditions] [**NOTE:** PLR Bank Guarantee only] [Historic Tax Conditions] [**NOTE:** Historic Bank Guarantee only] (as defined in the Framework Agreement) has been satisfied, which resolutions are complete and accurate and were duly passed by the Board of Directors of Allscripts and have not been altered, amended or rescinded and remain in full force and effect as of the date of this Demand Notice.

4. We hereby certify that the amount hereby demanded, when aggregated with any other amount or amounts previously demanded under the Guarantee, does not exceed the Maximum Guarantee Amount available under the Guarantee on the date hereof, as determined in accordance with the terms of the Guarantee.

5. Payment by the Issuing Bank pursuant to this demand notice shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Guarantee.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: _____

Name: [•]
Title: [•]
Date: [•]

AGREED FORM

EXHIBIT B
FORM OF REDUCTION NOTICE

To: [BANK]
[ADDRESS]
Attn:

The undersigned, the Chief Executive Officer of Misys plc ("Misys"), the arranger of that certain on demand bank guarantee [_____] dated [_____], 2010 (the "Guarantee"), granted by [BANK] (the "Issuing Bank"), hereby provides notice to the Issuing Bank as follows:

1. We hereby request that the Maximum Guarantee Amount be reduced to $ _____.

2. We hereby certify that the conditions set forth in Section [•] of the Framework Agreement for the reduction of the Maximum Guarantee Amount as requested in paragraph 1 above have been satisfied.

3. We hereby certify that attached hereto is a copy of resolutions adopted by the Board of Directors of Misys affirming that the conditions set forth in Section [•] of the Framework Agreement for the reduction of the Maximum Guarantee Amount as requested in paragraph 1 above have been satisfied, which resolutions are complete and accurate and were duly passed by the Board of Directors of Misys and have not been altered, amended or rescinded and remain in full force and effect as of the date of this reduction notice.

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Guarantee.

MISYS PLC

By: _____
Name: [•]
Title: [•]
Date: [•]

AGREED FORM

EXHIBIT C
FORM OF RELEASE NOTICE

To: [BANK]
[ADDRESS]
Attn:

The undersigned, the Chief Executive Officer of Misys plc ("Misys"), the arranger of that certain on demand bank guarantee [_____] dated [_____], 2010 (the "Guarantee"), granted by [BANK] (the "Issuing Bank"), hereby provides notice to the Issuing Bank as follows:

1. We hereby request that the Guarantee be terminated with immediate effect.

2. We hereby certify that one of the conditions set forth in Section [•] of the Framework Agreement for the full release and termination of the Guarantee has been satisfied (without any required reduction of the released amount under Section [•] of the Framework Agreement).

3. We hereby certify that attached hereto is a copy of resolutions adopted by the Board of Directors of Misys affirming that one of the conditions set forth in Section [•] of the Framework Agreement for the full release and termination of the Guarantee has been satisfied (without any required reduction of the released amount under Section [•] of the Framework Agreement), which resolutions are complete and accurate and were duly passed by the Board of Directors of Misys and have not been altered, amended or rescinded and remain in full force and effect as of the date of this release notice.

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Guarantee.

MISYS PLC

By: _____
Name: [•]
Title: [•]
Date: [•]

AGREED FORM

EXHIBIT D-1
FORM OF BANK NOTICE

To: Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Attention: General Counsel
Facsimile number: +44 (0)20 3320 1771

Cc: [BANK]
[ADDRESS]
Attn:
Facsimile number [_____]

The undersigned, the Chief Executive Officer of Allscripts-Misys Healthcare Solutions, Inc. hereby provides notice to Misys plc as follows:

1. [*Reason for payment to be specified in accordance with Section 10.10 of the Framework Agreement and appropriate evidence (if any) to be attached*].

2. Misys has agreed to indemnify Newco or such Allscripts Group Member from the [Transaction Tax] [Historic Tax] [Post-Closing Franchise Tax] described in paragraph 1 above pursuant to Section [•] of the Framework Agreement.

3. We therefore hereby request that Misys make payment in the amount of $_____ in satisfaction of the [Transaction Tax] [Historic Tax] [Post-Closing Franchise Tax] described in paragraph 1 above to or on behalf of Newco or such Allscripts Group Member within seven (7) business days after receipt by Misys of this notice.

4. If Misys fails to make the payment requested in paragraph 3 above within seven (7) business days after receipt of this notice, we intend to demand payment of the amount set forth in paragraph 3 above pursuant to a Demand Notice to be delivered in person to [BANK].

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Framework Agreement.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: _____

Name: [•]
Title: [•]
Date: [•]

AGREED FORM

EXHIBIT D-2
FORM OF BANK NOTICE

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

Cc: [BANK]
[ADDRESS]
Attn:
Facsimile number [_____]

The undersigned, the Chief Executive Officer of Misys plc hereby provides notice to Allscripts-Misys Healthcare Solutions, Inc. as follows:

[For any reduction of a guarantee:]

1. [*Reason for reduction to be specified in accordance with Section 10.10 of the Framework Agreement and appropriate evidence (if any) to be attached*].

2. The occurrence of the event described in paragraph 1 above satisfies the conditions for the reduction of the amount of the [PLR Bank Guarantee] [Historic Tax Guarantee] set forth in Section [•] of the Framework Agreement.

3. We therefore intend to deliver to [BANK], ten (10) business days after receipt by Allscripts of this notice, a Reduction Notice instructing [BANK] to reduce the maximum guarantee amount of the [PLR Bank Guarantee] [Historic Tax Guarantee] to $ _____ in accordance with Section [•] of the Framework Agreement.

Or

[For any termination of a guarantee:]

1. [*Reason for termination to be specified in accordance with Section 10.10 of the Framework Agreement and appropriate evidence (if any) to be attached*].

2. The occurrence of the event described in paragraph 1 above satisfies the conditions for the full release and termination of the [PLR Bank Guarantee] [Historic Tax Guarantee] set forth in Section [•] of the Framework Agreement (without any required reduction of the released amount under Section [•] of the Framework Agreement).

3. We therefore intend to deliver to [BANK], ten (10) business days after receipt by Allscripts of this notice, a Release Notice instructing [BANK] to fully release and terminate the [PLR Bank Guarantee] [Historic Tax Guarantee] in accordance with Section [•] of the Framework Agreement (without any required reduction of the released amount under Section [•] of the Framework Agreement).

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Framework Agreement.

MISYS PLC

By: _____
Name: [•]
Title: [•]
Date: [•]

EXHIBIT E
ADDRESSES FOR ALLSCRIPTS AND MISYS

If to Allscripts, to:

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Telephone: +1 800 654 0889
Fax: +1 312 506 1208
Attn: General Counsel

If to Misys, to:

Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Telephone: +44 (0)20 3320 5000
Fax: +44 (0)20 3320 1771
Attn: General Counsel

Each of Allscripts and Misys may change its address for receipt of notices under this guarantee by delivering a written notice to us (with a copy to Allscripts or Misys, as the case may be), which upon receipt by us shall automatically amend this Exhibit E and replace the then existing address with the new address.

Exhibit 12

Form of Amended and Restated Relationship Agreement

Incorporated by reference to Exhibit 99.11 attached to this Schedule 13D.

Exhibit 13

Registration Rights Agreement

Incorporated by reference to Exhibit 99.12 attached to this Schedule 13D.

Exhibit 14

Form of Transitional Services Agreement

Incorporated by reference to Exhibit 99.16 attached to this Schedule 13D.

Exhibit 99.11

AGREED FORM

AMENDED AND RESTATED RELATIONSHIP AGREEMENT

by and between

MISYS PLC

and

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

dated as of [•], 2010

CONTENTS

THIS AMENDED AND RESTATED RELATIONSHIP AGREEMENT dated as of [*date of Coniston Closing*], 2010, is made and entered into

BETWEEN:

(1) **Misys plc**, a public limited company incorporated under the laws of England and Wales (**Manchester**); and

(2) **Allscripts-Misys Healthcare Solutions, Inc**., a Delaware corporation (**Arsenal**);

together, the **Parties**.

WHEREAS:

(A) Manchester acquired direct and indirect ownership of approximately fifty-four and one-half percent (54.5%) of the then issued and outstanding Arsenal Shares pursuant to an Agreement and Plan of Merger, dated March 17, 2008, entered into by and among Manchester, Misys Healthcare Systems, LLC, Arsenal Healthcare Solutions Inc. and Patriot Merger Company, LLC (the **Merger**);

(B) Manchester and Arsenal entered into the Original Relationship Agreement (as defined below) to govern the relationship between them and to ensure that, among other things, Manchester would continue to comply with its UK Regulatory Requirements and Arsenal would continue to comply with its US Regulatory Requirements following the Merger;

(C) Manchester and Arsenal entered into a Framework Agreement dated as of June 9, 2010 (the **Framework Agreement**) pursuant to which Manchester and Arsenal agreed, among other things and subject to certain conditions, to reduce Manchester's existing indirect shareholding in Arsenal through (i) a repurchase by Arsenal of certain Arsenal Shares held indirectly by Manchester through its subsidiaries Misys Patriot Limited (**MPL**), Kapiti Limited (**Kapiti**) and ACT Sigmex Limited (**ACTS**) and (ii) a secondary public offering by Kapiti and ACTS of additional Arsenal Shares (the transactions described in clauses (i) and (ii), the **Coniston Transaction**);

(D) Arsenal has entered into an Agreement and Plan of Merger dated as of June 9, 2010 (the **Merger Agreement**) with Eclipsys Corporation, a Delaware corporation (**Emerald**), pursuant to and subject to the terms and conditions of which the stockholders of Emerald would receive newly issued Arsenal Shares as consideration (the **Emerald Transaction**), it being understood that under no circumstances would the Emerald Transaction be consummated prior to the closing of the Coniston Transaction (the **Coniston Closing**); and

(E) In connection with and subject to the Coniston Closing, Manchester and Arsenal desire to amend and restate the Original Relationship Agreement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein and in the Framework Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Manchester and Arsenal hereby agrees that the Original Relationship Agreement is hereby amended and restated in its entirety as follows:

1. INTERPRETATION

1.1 In this Agreement:

13D Group means any group of Persons that is required under Section 13(d) of the Exchange Act and the rules and regulations thereunder to file a statement on Schedule 13D with the SEC as a "person" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the Equity Securities of Arsenal.

Acquired Person shall have the meaning ascribed to such term in Section 11.1 hereof.

ACTS means ACT Sigmex Limited, a limited company formed under the Laws of England and Wales and a subsidiary of Manchester.

Affiliate means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person. For purposes of this Agreement, Manchester and its Subsidiaries, on the one hand, and Arsenal and its Subsidiaries, on the other hand, shall not be deemed Affiliates of each other.

Agreement means this Amended and Restated Relationship Agreement.

Arsenal shall have the meaning ascribed to such term in the first paragraph of this Agreement.

Arsenal Board shall have the meaning ascribed to such term in Section 3.1 hereof.

Arsenal Chairman shall have the meaning ascribed to such term in Section 4.1 hereof.

Arsenal Non-Executive Chairman Term shall have the meaning ascribed to such term in Section 4.4 hereof.

Arsenal Shares means the issued and outstanding shares of common stock of Arsenal, par value $0.01 per share.

beneficially own (or any similar phrase) shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

business day means any day except Saturday, Sunday or any day on which banks or stock exchanges are generally not open for business in the City of New York, New York or the City of London, England.

Chairman Agreement means the Employment Agreement, dated as of the date hereof, by and between Arsenal and Philip M. Pead, which shall be effective as of the Emerald Closing.

Companies Act (UK) means the Companies Act 2006, as amended from time to time.

Confidential Information shall have the meaning ascribed to such term in Section 9.1 hereof.

Coniston Closing shall have the meaning ascribed to such term in the Recitals hereof.

Coniston Transaction shall have the meaning ascribed to such term in the Recitals hereof.

Contingent Repurchase shall have the meaning ascribed to such term in the Framework Agreement.

Contingent Repurchase Closing means the consummation of the Contingent Repurchase.

Contingent Repurchase Closing Percentage means the number of Arsenal Shares held by Manchester and its Subsidiaries immediately after the Contingent Repurchase Closing expressed as a percentage of the aggregate number of the then issued and outstanding Arsenal Shares.

Control (including, with its correlative meanings, **Controlled by** and **under common Control with**) means, with respect to any Person, any of the following: (a) ownership, directly or indirectly, by such Person of equity securities entitling it to exercise in the aggregate more than fifty percent (50%) of the voting power of the entity in question or (b) the possession by such Person of the power, directly or indirectly, to elect a majority of the board of directors (or equivalent governing body) of the entity in question.

Disclosing Party shall have the meaning ascribed to such term in Section 9.1 hereof.

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

Emerald shall have the meaning ascribed to such term in the Recitals hereof.

Emerald Closing means the consummation of the Emerald Transaction.

Emerald Closing Percentage means the number of Arsenal Shares held by Manchester and its Subsidiaries immediately after the Emerald Closing expressed as a percentage of the aggregate number of the then issued and outstanding Arsenal Shares.

Emerald Designee shall have the meaning ascribed to such term in Section 4.2 hereof.

Emerald Transaction shall have the meaning ascribed to such term in the Recitals hereof.

Equity Security means any Arsenal Shares or other equity security of Arsenal, or option, warrant, right or other security convertible, or exercisable into or exercisable for equity securities of Arsenal.

Excepted Transaction shall have the meaning ascribed to such term in Section 11.1 hereof.

Exchange Act means the U.S. Securities Exchange Act of 1934, as amended.

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

First Arsenal Chairman means Marcel L. Gamache.

Framework Agreement shall have the meaning ascribed to such term in the Recitals hereof.

FSA means the UK Financial Services Authority.

Governmental Authority means any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

Governmental Authorization means any permit, consent, approval, authorization, waiver, grant, concession, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Governmental Authority.

Independent Director means a director who, with respect to Arsenal, meets the criteria for independence established by Nasdaq.

Kapiti means Kapiti Limited, a limited company formed under the Laws of England and Wales and a subsidiary of Manchester.

Law means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), rules, regulations, ordinances or codes of any Governmental Authority, and (b) orders, decisions, injunctions, judgments, awards, decrees and Governmental Authorizations of any Governmental Authority.

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

LSE means London Stock Exchange plc.

Manchester shall have the meaning ascribed to such term in the first paragraph of this Agreement.

Manchester Directors shall have the meaning ascribed to such term in Section 3.1 hereof.

Manchester's General Counsel means the Manchester executive who holds that title at any given time.

Manchester Group means Manchester and its Subsidiaries from time to time (excluding Arsenal and its Subsidiaries from time to time).

Manchester Marks shall have the meaning ascribed to such term in Section 11.3(b) hereof.

Maximum Arsenal Percentage shall have the meaning ascribed to such term in Section 11.1 hereof.

Merger shall have the meaning ascribed to such term in the Recitals hereof.

Merger Agreement shall have the meaning ascribed to such term in the Recitals hereof.

MOSS shall have the meaning ascribed to such term in Section 11.4 hereof.

MPL means Misys Patriot Limited, a limited company formed under the Laws of England and Wales and a subsidiary of Manchester.

Nasdaq means the Nasdaq National Market.

Original Relationship Agreement means, collectively, the Relationship Agreement between the Parties dated as of March 17, 2008, as amended by the First Amendment to the Relationship Agreement, dated as of August 14, 2008, and the Second Amendment to the Relationship Agreement, dated as of January 5, 2009.

Parties means Manchester and Arsenal, with each being a **Party**.

Person means any natural person, business trust, corporation, partnership, limited liability company, joint stock company, proprietorship, association, trust, joint venture, unincorporated association or any other legal entity of whatever nature organized under any applicable Law, an unincorporated organization or any Governmental Authority.

Representatives shall have the meaning ascribed to such term in Section 9.1 hereof.

Restricted Activities shall have the meaning ascribed to such term in Section 11.3(a) hereof.

SEC means the U.S. Securities and Exchange Commission.

Second Arsenal Chairman shall have the meaning ascribed to such term in Section 4.3 hereof.

Standstill Period shall have the meaning ascribed to such term in Section 11.1 hereof.

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.

Transaction shall have the meaning ascribed to such term in Section 11.1 hereof.

UKLA means the UK Listing Authority.

UK Regulatory Requirements means Manchester'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.

UK Takeover Code means the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers.

US Regulatory Requirements means Arsenal's obligations under, inter alia, the U.S. Securities Act of 1933, as amended, the Exchange Act, FINRA rules and regulations and the General Corporation Law of the State of Delaware or any similar Law in effect now or in the future.

Voting Securities means at any time any securities entitled to vote generally in the election of directors of Arsenal or its successors; provided, that for purposes of this definition any securities which at such time are convertible or exchangeable into or exercisable for Arsenal Shares shall be deemed to have been so converted, exchanged or exercised.

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, General Corporation Law of the State of Delaware, FINRA, UK Listing Authority, London Stock Exchange, FSA, the UK Takeover Code and any other body or authority acting under the authority of any Law and any legislation in any jurisdiction.

1.3 Unless the context of this Agreement otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) references to a Person are also to its permitted successors and assigns, (iii) references to any gender include the other genders, (iv) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation", (v) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (vi) the terms "day" and "days" mean and refer to calendar day(s) and (vii) the terms "year" and "years" mean and refer to calendar year(s).

1.4 The headings and captions in this Agreement and in the table of contents are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

2. DURATION

This Agreement shall take effect immediately on the date hereof and, except for the specific rights and obligations set forth herein that by their terms are intended to terminate earlier, shall continue indefinitely.

3. BOARD REPRESENTATION

3.1 The Arsenal board of directors (the **Arsenal Board**) shall consist of a number of directors fixed from time to time by the Arsenal Board. Manchester shall have the right to nominate for election to the Arsenal Board two (2) directors (the **Manchester Directors**), one of whom shall serve on the Arsenal Nominating and Governance Committee; provided, however, that the Manchester Director serving on the Arsenal Nominating and Governance Committee shall be an Independent Director and if neither Manchester Director is an Independent Director, then neither of the Manchester Directors shall serve on the Arsenal Nominating and Governance Committee; provided, further, that Manchester's right to nominate two (2) Manchester Directors for election to the Arsenal Board shall be reduced as follows:

(i) if, at any time, Manchester shall own, directly or indirectly, for more than ten (10) consecutive business days, less than 15.5 million Arsenal Shares (as adjusted pursuant to Section 13.6) but continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, the number of Manchester Directors shall be permanently (unless further reduced pursuant to clause (ii) below) reduced to one (which individual shall not serve on the Arsenal Nominating and Governance Committee);

(ii) if, at any time, Manchester shall own, directly or indirectly, for more than ten (10) consecutive business days, less than 5.0% of the then outstanding Arsenal Shares, Manchester shall permanently cease to have a right to nominate any Manchester Directors to the Arsenal Board;

(iii) if, at any time, Manchester takes an action specified in Sections 11.1(iii), 11.1(iv) or 11.1(viii) (or the board of directors of Manchester formally resolves to take an action specified in Section 11.1(xi) with regard to any action specified in Sections 11.1(iii), 11.1(iv) or 11.1(viii)) at a time when it has the right to designate a Manchester Director but no Manchester Director is then serving on the Arsenal Board, Manchester shall permanently cease to have a right to nominate any Manchester Directors to the Arsenal Board; and

(iv) if, at any time, a Manchester Director resigns from, or refuses to stand for re-election to, the Arsenal Board (A) after notifying the Arsenal Board in writing that the reason for such resignation or refusal to stand for re-election is a disagreement with Arsenal or (B) if no such written notification is provided prior to such resignation or refusal to stand for re-election, if such Manchester Director does not furnish Arsenal with a letter indicating disagreement with any disclosure by Arsenal pursuant to Item 5.02(a)(1) of Form 8-K, then Manchester shall permanently cease to have a right to nominate a replacement for such Manchester Director.

3.2 The Manchester Directors who will serve immediately following the date hereof and until the next annual meeting of stockholders shall be Stephen Wilson and John King. Thereafter, Manchester shall provide the Arsenal Manchester Nominating Committee and Nominating and Governance Committee at least one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting, with the names of the Manchester Directors that Manchester has a right to nominate pursuant to Section 3.1, if any, and the Arsenal Manchester Nominating Committee or Nominating and Governance Committee, as applicable, shall then recommend such Manchester Directors to the Arsenal Board who

shall in turn recommend such Manchester Directors for election by Arsenal stockholders. For so long as Manchester retains the right to nominate any Manchester Directors pursuant to Section 3.1, Arsenal shall use commercially reasonable efforts to (a) ensure that the Arsenal Nominating and Governance Committee (other than the Manchester Director serving thereon, if any) recommends to the Arsenal Board such Manchester Directors for election, (b) ensure that the Arsenal Board (other than any Manchester Director serving thereon) recommends to the stockholders of Arsenal such Manchester Directors for election and (c) cause the Arsenal Board to use reasonable efforts to solicit from the stockholders of Arsenal eligible to vote for the election of directors proxies in favor of such Manchester Directors. For so long as Manchester retains the right to nominate any Manchester Directors pursuant to Section 3.1, if Manchester shall fail to provide the Arsenal Manchester Nominating Committee and Nominating and Governance Committee with the names of the Manchester Director nominees as provided above, it shall be deemed that the then serving Manchester Directors shall be the Manchester nominees for election. If at any time a Manchester Director resigns or is removed from the Arsenal Board (other than pursuant to Section 3.3) and at such time Manchester would have a right to nominate such director pursuant to Section 3.1, Manchester shall be entitled to designate a replacement Manchester Director to be appointed by the Arsenal Board to fill such vacancy and serve on the Arsenal Board until the next annual meeting of stockholders.

3.3 In the case of any reduction in Manchester's ownership of Arsenal Shares such that Manchester's right to nominate Manchester Directors is reduced as set forth in Section 3.1(i) or 3.1(ii), within three (3) business days thereafter, (a) Manchester shall designate the appropriate number of Manchester Directors to resign immediately and shall use its commercially reasonable efforts to cause such Manchester Directors to so resign, (b) the Arsenal Board (following the recommendation of the Arsenal Nominating and Governance Committee) shall appoint replacement directors to serve for the remainder of the term of such Manchester Directors and (c) where Manchester's right to nominate Manchester Directors is reduced to one as set forth in Section 3.1(i), Manchester shall use its commercially reasonable efforts to cause the Manchester Director then serving on the Arsenal Nominating and Governance Committee to resign immediately from his position as a member of such committee.

3.4 Subject to compliance with Arsenal's conflict of interest policy generally applicable to all Arsenal directors, the Manchester Directors shall be furnished with all information that is provided to any other directors of Arsenal (in their capacities as such) at the same time as such information is furnished to such other directors.

3.5 At any annual meeting of Arsenal stockholders held during calendar year 2010 and at the first meeting of Arsenal stockholders held to elect directors in calendar year 2011, Manchester will cause its Voting Securities to be present for quorum purposes and will vote or cause to be voted all Voting Securities beneficially owned by any member of the Manchester Group in favor of all the directors recommended by the Arsenal Nominating and Governance Committee and the Arsenal Board. After the date of the first meeting of Arsenal stockholders held to elect directors in calendar year 2011, Manchester may vote or cause to be voted all Voting Securities beneficially owned by any member of the Manchester Group in any manner Manchester deems appropriate, including against one or more of the directors recommended by the Arsenal Nominating and Governance Committee and the Arsenal Board.

3.6 At any annual meeting of Arsenal stockholders held during calendar year 2010 and at the first meeting of Arsenal stockholders held to elect directors in calendar year 2011, except as set forth in Section 3.3 or in accordance with the recommendation of the Arsenal Nominating and Governance Committee or the Arsenal Board or in any case of removal "for cause", Manchester will not vote (and will cause not to be voted) any Voting Securities beneficially owned by any member of the Manchester Group in favor of the

removal from the Arsenal Board of any director nominated for election to the Arsenal Board by the Arsenal Nominating and Governance Committee and will cause all Voting Securities beneficially owned by any member of the Manchester Group to be voted against such removal. For avoidance of doubt, in any case of removal "for cause" or if so recommended by the Arsenal Nominating and Governance Committee or the Arsenal Board, Manchester may, but shall not be required to, vote (or cause to be voted) any Voting Securities beneficially owned by any member of the Manchester Group in favor of the removal from the Arsenal Board of any director nominated for election to the Arsenal Board by the Arsenal Nominating and Governance Committee.

4. ARSENAL CHAIRMAN

4.1 During the Arsenal Non-Executive Chairman Term (as defined below), (x) except as set forth in the second sentence of Section 4.2 below, the Chairman of Arsenal shall be a newly created position of non-executive Chairman of the Arsenal Board (the **Arsenal Chairman**) and (y) the positions of the Arsenal Chairman (or Chairman of the Arsenal Board, as the case may be) and the Chief Executive Officer of Arsenal shall be held by different persons. Arsenal shall take such actions as are necessary so as to amend the Bylaws of Arsenal to give immediate effect to the foregoing.

4.2 The First Arsenal Chairman shall serve in such role for a term that expires on the earlier of (x) the date that is two (2) years following the date hereof and (y) the date on which the Emerald Closing occurs; provided, however, that if during such term (i) the First Arsenal Chairman resigns, dies or is otherwise unable to continue to serve in such position or is removed (which removal may only be carried out by the affirmative vote of no less than a two-thirds majority of the members of the Arsenal Board) and (ii) at the time such vacancy is created Manchester has the right to nominate one or more Manchester Directors to the Arsenal Board in accordance with Section 3.1, then a replacement for the First Arsenal Chairman shall be elected by the affirmative vote of no less than a two-thirds majority of the members of the Arsenal Board to serve out the remaining term of such two (2) year period (and, for the purposes of this Section 4, such replacement shall also be referred to as the First Arsenal Chairman). In the event the term of the First Arsenal Chairman expires on the date of the Emerald Closing in accordance with clause (y) of the immediately preceding sentence, the individual designated by the Arsenal Board in accordance with terms of the Merger Agreement to serve as the Chairman of the Arsenal Board (the **Emerald Designee**) shall serve as the Chairman of the Arsenal Board for a term of three (3) years from the date of the Emerald Closing in accordance with the terms of the Merger Agreement, the Bylaws of Arsenal and the Chairman Agreement; provided, however, that if during such term (i) the Emerald Designee resigns, dies or is otherwise unable to continue to serve in such position or is removed (which removal may only be carried out by the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board) and (ii) at the time such vacancy is created Manchester has the right to nominate one or more Manchester Directors to the Arsenal Board in accordance with Section 3.1, then a replacement for the Emerald Designee shall be elected by the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board to serve out the remaining term of such three (3) year period (and, for the purposes of this Section 4, such replacement shall also be referred to as the Emerald Designee).

4.3 If at the expiration of the (x) two (2) year term of the First Arsenal Chairman or (y) the term during which the Emerald Designee serves as the Arsenal Chairman, as the case may be, Manchester continues to have the right to nominate one or more Manchester Directors to the Arsenal Board in accordance with Section 3.1, then the next Arsenal Chairman shall be elected (or the First Arsenal Chairman or the Emerald Designee, as the case may be, shall be re-elected) (in either case, the **Second Arsenal Chairman**) by the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board. The term of appointment of the Second Arsenal Chairman shall be for a period of not less than two (2)

years following the date of such election (or re-election). During the Arsenal Non-Executive Chairman Term, the removal of the Second Arsenal Chairman shall require the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board.

4.4 For purposes of this Section 4, the **Arsenal Non-Executive Chairman Term** shall mean the period between the date hereof and the first to occur of (i) the date on which Manchester ceases to have the right to nominate any Manchester Directors and (ii) the expiration of the two (2) year term of the Second Arsenal Chairman (or any replacement therefor).

5. OPERATING REQUIREMENTS

5.1 For so long as Manchester continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, each of Arsenal and Manchester agrees to use its commercially reasonable efforts to ensure that it and each of its Subsidiaries continues to comply with all applicable US Regulatory Requirements and UK Regulatory Requirements from time to time (as applicable).

5.2 For so long as Manchester continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, other than with the prior written consent of Manchester, Arsenal shall not treat itself as other than a corporation for U.S. federal income tax purposes.

6. PROVISION OF INFORMATION

6.1 Arsenal shall provide, and shall cause its Subsidiaries to provide, Manchester with all information (including financial information prepared in accordance with International Financial Reporting Standards in a form consistent with past practice) as Manchester reasonably requires to comply with all applicable UK Regulatory Requirements for any period as to which Manchester is required to account for its investment in Arsenal by full consolidation or by the equity method of accounting, which in any event shall include such information relating to the period from the commencement of Arsenal's fiscal year 2011 until the date hereof.

6.2 Subject to applicable Laws and attorney-client privilege, and so long as such disclosure does not result in any reporting or disclosure obligations for Arsenal under US Regulatory Requirements, the Manchester Directors shall be entitled to disclose to such of Manchester's officers, directors, employees and advisers who have a reasonable need to receive such disclosure in connection with Manchester's investment in Arsenal, any information in such Manchester Director's possession however obtained that relates to Arsenal or any of its Subsidiaries; provided, that Manchester shall ensure that each such recipient is aware, where such is the case, of the confidential nature of such information and, in any such case, Manchester shall use commercially reasonable efforts to cause each such recipient to treat such information as Confidential Information in accordance with Section 9; provided, further, that if disclosure of any such information to Manchester would result in the loss of attorney-client privilege to Arsenal and if entering into a joint defense agreement would protect such privilege, Arsenal and Manchester shall negotiate in good faith an appropriate joint defense agreement as promptly as practicable in order to permit such disclosure to Manchester. Manchester shall be responsible for any breach of confidentiality by such recipients.

6.3 Manchester acknowledges that the information disclosed under Section 6.1 may be inside information in relation to Arsenal and undertakes that it shall (and shall use all powers vested in it to procure, so far as it is legally able, that each of its Subsidiaries 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 Arsenal.

6.4 Neither Manchester nor Arsenal shall be obliged to disclose any information under this Section 6 if and to the extent that such disclosure would be prohibited by Law.

6.5 For the purposes of this Section 6, Arsenal's obligations to disclose information to Manchester will be satisfied when the information is received by Manchester's General Counsel or such other executive officer of Manchester as Manchester may designate from time to time.

7. TRADING IN ARSENAL AND MANCHESTER SHARES

For so long as Manchester continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, Arsenal and Manchester agree to work together in good faith to, where appropriate:

(a) maintain all existing internal controls for monitoring and regulating the appropriate flow of inside information between Arsenal and Manchester; and

(b) maintain all agreed protocols for trading in Arsenal Shares and shares of Manchester common stock.

8. ANNOUNCEMENTS

Except as required by Law or by the requirements of any securities exchange on which the securities of a Party are listed, the Parties shall cooperate as to the timing and contents of any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or any communication with any news media with respect thereto.

9. CONFIDENTIALITY

9.1 Each Party shall hold and not disclose, and shall cause its employees, officers, directors, agents and other representatives (**Representatives**) and any of its Subsidiaries or other controlled Affiliates or any of their respective Representatives to hold and not disclose, all material non-public information and any other information of a secret or confidential nature (including all business, operational, customer, employee, technological, financial, commercial and other proprietary information and materials) (the **Confidential Information**) received by it from the other Party or any of its Subsidiaries or other Affiliates or any of their respective Representatives (the **Disclosing Party**).

9.2 Except as expressly authorized by prior written consent of (i) Manchester, in any case where Manchester or any of its Subsidiaries or other controlled Affiliates, or any of their respective Representatives, is the Disclosing Party or (ii) Arsenal, in any case where Arsenal or any of its Subsidiaries or other controlled Affiliates, or any of their respective Representatives, is the Disclosing Party, the receiving Party shall and shall cause its Representatives to:

(a) limit access to any Confidential Information of the Disclosing Party received by it to its and its Affiliates' Representatives who have a reasonable need to know such Confidential Information;

(b) advise such Representatives having access to the Confidential Information of the Disclosing Party of the proprietary nature thereof and of the obligations set forth in this Agreement and confirm their agreement that they will be bound by such obligations;

(c) safeguard all Confidential Information of the Disclosing Party received using a reasonable degree of care, but not less than that degree of care used by the receiving Party in safeguarding its own similar information or material;

(d) comply in all material respects with all applicable Laws relating to maintaining the confidentiality of the Confidential Information of the Disclosing Party; and

(e) not reproduce, exploit or, except as set forth in Section 3.4 and Section 6, use any Confidential Information of the Disclosing Party or disclose the Confidential Information of the Disclosing Party to any other Person.

9.3 Nothing in Section 8 or this Section 9 shall prevent 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 the Disclosure and Transparency Rules (UK) or by the FSA, the UKLA, the LSE, the UK Takeover Code, the Nasdaq, FINRA or the SEC (or their replacement bodies) or any rule or regulation promulgated thereby or thereunder.

9.4 Nothing in this Section 9 shall prevent 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 Disclosing Party or its Representatives; provided that such source was not known by the receiving Party to be bound by any agreement with the Disclosing Party to keep such information confidential; or

(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.

10. WAIVER AND AMENDMENT

10.1 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

10.2 Any waiver of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach, or a subsequent waiver of the same term or condition or a waiver of any other term or condition, of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Other than as expressly set forth herein, the rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by Law.

11. STANDSTILL

11.1 For a period of five (5) years after the date hereof (the **Standstill Period**), Manchester shall not, and shall cause each of its Subsidiaries not to, (i) directly or indirectly, acquire, seek to acquire or make an offer to acquire, alone or in concert with others, whether by purchase, gift, business combination or otherwise (a **Transaction**), any number of Equity Securities such that, after giving effect to such Transaction, the Manchester Group (taken as a whole) would beneficially own, directly or indirectly, an aggregate number of Arsenal Shares representing (as a percentage) more than the lesser of (A) 17% of the then issued and outstanding Arsenal Shares or (B) (1) if the Emerald Closing does occur (but the Contingent Repurchase does not occur), 2% above the Emerald Closing Percentage or (2) if the Contingent Repurchase occurs, 2% above the Contingent Repurchase Closing Percentage (the lesser of (A) or (B) is hereinafter referred to as the **Maximum Arsenal Percentage**), in each case unless such Transaction is approved by the Audit Committee of the Arsenal Board prior to the consummation thereof, (ii) propose to enter into or seek to effect, directly or indirectly, alone or in concert with others, any merger, consolidation, recapitalization, reorganization or other business combination involving Arsenal or any of its Subsidiaries or to purchase, directly or indirectly, alone or in concert with others, a material portion of the business or assets of Arsenal or any of its Subsidiaries, (iii) for so long as a Manchester Director is serving on the Arsenal Board, initiate or propose any security holder proposal, (iv) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" (as such terms are defined in Regulation 14A under the Exchange Act) whether or not such solicitation is exempt under Rule 14a-2 under the Exchange Act, to vote or act by written consent, or seek to advise or influence any person with respect to the voting of, or the execution of a written consent in respect of any Equity Securities of Arsenal or any of its Subsidiaries or become a "participant" in a "solicitation" of proxies (as such terms are defined in Regulation 14A under the Exchange Act), in each case with respect to the election of directors to the Arsenal Board, or, for so long as a Manchester Director is serving on the Arsenal Board, with respect to any other matter, (v) deposit any Equity Securities into a voting trust or subject any such Equity Securities to any arrangement or agreement with respect to the voting thereof by or together with any person other than Manchester, (vi) form, join, knowingly influence, participate in or knowingly encourage the formation of any 13D Group with respect to any Equity Securities, (vii) except as specifically permitted by this Agreement, seek election to or seek to place a representative or other Affiliate or nominee on the Arsenal Board or seek the removal of any member of the Arsenal Board other than for cause or in accordance with the recommendation of the Arsenal Nominating and Governance Committee or the Arsenal Board, (viii) for so long as a Manchester Director is serving on the Arsenal Board, initiate, propose or knowingly take any public action in support of any security holder proposal to, or otherwise seek to have Arsenal amend its by-laws or its certificate of incorporation, (ix) other than in a public offering or a Rule 144 broker transaction, sell, transfer or otherwise dispose of any Equity Securities to any Person or 13D Group who is prior to the consummation of such sale, transfer or other disposition known to Manchester to be a beneficial owner of 5% or more of the outstanding Equity Securities (other than a beneficial owner who has filed or is eligible to file a Schedule 13G under the Exchange Act), (x) publicly disclose any intention, plan or arrangement inconsistent with the foregoing or (xi) publicly disclose a willingness or desire to have any other Person engage in, any of the transactions or actions described in this Section 11.1. Manchester also agrees not to, and to cause each of its Subsidiaries during the Standstill Period not to, request Arsenal or its Representatives, directly or indirectly, to amend or waive any provisions of this Section 11 (including this sentence), other than through a direct non-public communication by the CEO of

Manchester to the CEO or non-executive Chairman of Arsenal (and to no other Person) that would not reasonably be expected to require any public disclosure on the part of Arsenal or Manchester and that is not thereafter voluntarily disclosed by Manchester except as required by Law or any UK Regulatory Requirement. Nothing in this Section 11.1 shall limit Manchester's power and right to purchase or acquire, directly or indirectly, any Person (an **Acquired Person**) that at the time of such acquisition owns Arsenal Shares so long as such Arsenal Shares represent no more than 5% of the total assets of such Acquired Person at the time of such acquisition (an **Excepted Transaction**); provided, that if Manchester completes an Excepted Transaction, it shall notify Arsenal promptly upon learning that an Acquired Person owns Arsenal Shares. If Manchester's acquisition, directly or indirectly, of Arsenal Shares pursuant to an Excepted Transaction would result in Manchester's beneficial ownership being in excess of the Maximum Arsenal Percentage, then in such event the Maximum Arsenal Percentage shall be increased by a percentage determined by dividing (x) only such number of Arsenal Shares purchased or acquired in connection with such Excepted Transaction that would result in Manchester beneficially owning an amount of Arsenal Shares in excess of the Maximum Arsenal Percentage by (y) the number of then issued and outstanding Arsenal Shares, and such modified Maximum Arsenal Percentage shall remain in full force and effect; provided, however, that in the event Manchester or any of its Subsidiaries, at any time after an Excepted Transaction, directly or indirectly, sells, transfers or otherwise disposes of any Arsenal Shares or such Acquired Person, then, in such event, the Maximum Arsenal Percentage shall be decreased by a percentage determined by dividing (x) the amount of Arsenal Shares owned by such Acquired Person or sold, transferred or otherwise disposed of by Manchester or any of its Subsidiaries by (y) the number of then issued and outstanding Arsenal Shares, and such modified Maximum Arsenal Percentage shall remain in full force and effect; provided, further, that in no event shall the Maximum Arsenal Percentage be decreased below the lesser of (A) 17% of the then issued and outstanding Arsenal Shares or (B) (1) if the Emerald Closing does occur (but the Contingent Repurchase does not occur), 2% above the Emerald Closing Percentage or (2) if the Contingent Repurchase occurs, 2% above the Contingent Repurchase Closing Percentage, without giving effect, in the case of each of clauses (A) and (B), to any Excepted Transaction.

11.2 If any member of the Manchester Group inadvertently acquires any Equity Securities in violation of this Agreement, such member of the Manchester Group shall, as soon as it becomes aware of such violation, (a) give immediate notice to Arsenal and (b) subject to Section 11.1(ix), immediately dispose of such Equity Securities to Persons who are not members of the Manchester Group or Affiliates of any member thereof; provided that if the applicable member of the Manchester Group fails to comply with this Section 11.2 within ten (10) business days after becoming aware of such violation, Arsenal may also pursue any other available remedy to which it may be entitled as a result of such violation.

11.3 In furtherance of the transactions contemplated hereby and by the Framework Agreement, Manchester covenants and agrees that neither Manchester nor any of its controlled Affiliates will:

(a) for a period of eighteen (18) months after the Coniston Closing, directly or indirectly (including by partnering with third parties) deploy, sell, license or market any electronic medical health record or physician practice management software, related applications or solutions (the **Restricted Activities**), in any country in the world where Arsenal is conducting Restricted Activities on the date hereof; provided, however, that the reference to "related applications or solutions" in the definition of Restricted Activities shall not preclude MOSS from conducting its business as conducted on the date of the Framework Agreement or reasonable extensions thereof in the healthcare information exchange market which, for the avoidance of doubt, will in no event include electronic medical health record or physician practice management software; or

(b) for a period of eighteen (18) months after the Coniston Closing, utilize the name [Misys] or any trade name, trademark, brand name, domain name or logo containing or associated with the name [Misys] (collectively, the **Manchester Marks**) in connection with any healthcare information technology solutions, or grant to any third party the right or license to use the Manchester Marks in connection with any healthcare information technology solutions anywhere in the world.

11.4 Notwithstanding anything contained in Section 11.3(b) to the contrary, Misys Open Source Solutions, LLC (**MOSS**) shall be permitted to utilize the MOSS name or any trade name, trademark, brand name, domain name or logo relating to MOSS in connection with healthcare information technology solutions other than in connection with any of the Restricted Activities.

12. TERMINATION

This Agreement shall only be terminated with the prior written consent of both Arsenal and Manchester.

13. GENERAL

13.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party. Any attempted assignment in violation of this Section 13.1 shall be void.

13.2 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between Manchester and Arsenal with respect to the subject matter hereof, including the Original Relationship Agreement. All terms and provisions of the Original Relationship Agreement are hereby terminated and are null and void and of no further force and effect.

13.3 This Agreement may be signed in any number of counterparts (including by fax or other electronic signature), each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by the other Party. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing express or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Parties any legal or equitable rights or remedies under this Agreement.

13.4 If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Person or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are completed as originally contemplated to the greatest extent possible.

13.5 Nothing contained herein shall limit in any way Manchester's rights under the Registration Rights Agreement (as defined in the Framework Agreement).

13.6 If Arsenal (i) reduces the number of Arsenal Shares outstanding and increases the share price proportionately by a reverse stock split or any similar action or (ii) increases the number of Arsenal Shares outstanding by a stock dividend, subdivision or split-up of Arsenal Shares or any similar action, in each case, the number of Arsenal Shares set out in Section 3.1(i) shall be adjusted proportionately following the record date for such transaction.

14. NOTICES

All notices, requests, claims, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by fax or sent by international overnight courier service and shall be deemed given when so delivered by hand or fax (if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt; otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt), or one (1) business day after mailing in the case of international overnight courier service, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 14):

if to Manchester, to:

Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Telephone: +44 (0)20 3320 5000
Fax: +44 (0)20 3320 1771
Attention: General Counsel

with a copy to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: +1 212 610 6471
Fax: +1 212 610 6399
Attention: A. Peter Harwich

if to Arsenal, to:

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Telephone: +1 800 654 0889
Fax: +1 312 506 1208
Attention: General Counsel

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Telephone: +1 312 853 7000
Fax: +1 312 853 7036
Attention: Frederick C. Lowinger; Gary D. Gerstman

and

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: +1 312 558 5600
Fax: +1 312 558 5700
Attention: Robert F. Wall

15. GOVERNING LAW

This Agreement (and any claims or disputes arising out of or related to this Agreement or to the inducement of any Party to enter into this Agreement, 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.

16. ENFORCEMENT

16.1 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 over such action, 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.

16.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court is unavailable, state or federal courts located in Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each Party hereby agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction over such action, in which case, in any state or federal court located in Delaware). Each Party hereby waives formal service of process and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 16.2. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

16.3 EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY RELATING TO ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Each Party (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 16.3.

[SIGNATURE PAGE FOLLOWS]

SIGNATORIES

IN WITNESS WHEREOF, Manchester and Arsenal have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

MISYS PLC

By: _____

Name:
Title:

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: _____

Name:
Title:

Exhibit 99.12

EXECUTION COPY

REGISTRATION RIGHTS AGREEMENT

JUNE 9, 2010

by and among

MISYS PLC,

KAPITI LIMITED,

ACT SIGMEX LIMITED,

and

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

CONTENTS

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT,** dated as of ●, 2010 is made and entered into

BY AND BETWEEN:

(1) MISYS PLC, a public limited company formed under the Laws of England and Wales (**Manchester**),

(2) KAPITI LIMITED, a limited company formed under the Laws of England and Wales (**Kapiti**),

(3) ACT SIGMEX LIMITED, a limited company formed under the Laws of England and Wales (**ACTS**, and together with Manchester and Kapiti, the **Manchester Parties**), and

(4) ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., a Delaware corporation (**Arsenal**), together, the **Parties**.

WHEREAS:

(A) Arsenal and Manchester have entered into the Relationship Agreement (as defined below), pursuant to which, among other things, Arsenal has agreed to negotiate in good faith with Manchester to provide Manchester with registration rights.

(B) Manchester currently owns, indirectly through its subsidiaries Misys Patriot US Holdings LLC and Misys Patriot Limited, approximately fifty-five percent (55%) of the issued and outstanding Arsenal Shares.

(C) Arsenal and Manchester are concurrently with this Agreement entering into a Framework Agreement (the **Framework Agreement**).

(D) Manchester is in the process of implementing the **US Reorganization** (as defined in the Framework Agreement).

(E) After completion of the US Reorganization, Kapiti and ACTS will own one hundred percent (100%) of the issued and outstanding shares of common stock of [*US Newco*] (the **Newco Shares**) and [*US Newco*] will own 61,308,295 Arsenal Shares.

(F) After completion of the US Reorganization, Kapiti and ACTS desire to transfer the Newco Shares to Arsenal in exchange for 61,308,295 newly issued Arsenal Shares (such newly issued Arsenal Shares, the **Exchange Shares**, and the transfer of the Newco Shares to Arsenal in exchange for the Exchange Shares, the **Arsenal Exchange**).

(G) Simultaneously with the consummation of the Arsenal Exchange, Manchester and Arsenal desire to effect the following transactions: (i) a repurchase by Arsenal of the Arsenal Shares owned by MPL and a portion of the Exchange Shares from Kapiti and ACTS; (ii) a secondary public offering by Kapiti and ACTS of additional Exchange Shares (such secondary public offering, the **Secondary Offering** and the transactions described in clauses (i) and (ii) together being the **Coniston Transaction**); and (iii) upon the closing of the Emerald Transaction (as defined in the Framework Agreement), if Manchester so

elects, a repurchase by Arsenal from Kapiti and ACTS of the Contingent Repurchase Shares (as defined in the Framework Agreement).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations set forth herein, in the Relationship Agreement and in the Framework Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Certain Defined Terms

As used herein, the following terms shall have the following meanings:

Action means any legal, administrative, regulatory or other suit, action, claim, audit, assessment, arbitration or other proceeding, investigation or inquiry.

Affiliate shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person. For purposes of this Agreement, Manchester and its Subsidiaries, on the one hand, and Arsenal and its Subsidiaries, on the other hand, shall not be deemed Affiliates of each other.

Agreement means this Registration Rights Agreement as it may be amended, supplemented, restated or modified from time to time.

Arsenal Shares shall mean the shares of common stock, par value $0.01 per share, of Arsenal.

Beneficial Ownership by a Person of any securities includes ownership by any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 adopted by the SEC under the Exchange Act. The term **Beneficially Own** shall have a correlative meaning.

Business Day means any day, other than a Saturday, Sunday or a day on which banks or stock exchanges are generally not open for business in New York, New York or the City of London, England.

Capital Stock means, with respect to any Person at any time, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of capital stock, partnership interests (whether general or limited) or equivalent ownership interests in or issued by such Person.

Control (including, with its correlative meanings, **Controlled by** and **under common Control with**) means, with respect to any Person, any of the following: (a) ownership, directly or indirectly, by such Person of equity securities entitling it to exercise in the aggregate more than fifty percent (50%) of the voting power of the entity in question or (b) the possession by such Person of the power, directly or indirectly, to elect a majority of the board of directors (or equivalent governing body) of the entity in question.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC from time to time thereunder.

Form S-3 means such form under the Securities Act as is in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by Arsenal with the SEC.

Governmental Entity shall mean any court, administrative agency or commission or other governmental authority or instrumentality, whether federal, state, local or foreign and any applicable industry self-regulatory organization.

Holder means each Manchester Party and any of their Affiliates that have acquired Registrable Securities from a Manchester Party and have agreed in writing to be bound by the terms hereof and become Holders for purposes of this Agreement.

Issuer Free Writing Prospectus means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of the Registrable Securities.

Law means any statute, law, code, ordinance, rule or regulation of any Governmental Entity.

Other Securities means shares of Capital Stock of Arsenal which are contractually entitled to registration rights or which Arsenal is registering pursuant to a registration statement covered by Section 2.2.

Person means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any group (within the meaning of Section 13(d)(3) of the Exchange Act) comprised of two or more of the foregoing.

Prospectus means the prospectus included in any Registration Statement (including a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, any Issuer Free Writing Prospectus related thereto, and all other amendments and supplements to such prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

Registrable Securities means any Arsenal Shares owned by the Holders and any securities which may be issued or distributed in respect thereof by way of stock dividend or stock split or other distribution or in connection with a combination of shares, recapitalization, reorganization, merger, consolidation, reclassification or otherwise or any other securities into which or for which shares of any other successor securities are received in respect of any of the foregoing; provided, however, that the Registrable Securities shall permanently cease to be Registrable Securities for purposes of this Agreement if, at any time, Manchester shall own, directly or indirectly, for more than ten (10) consecutive Business Days, less than five percent (5.0%) of the then outstanding Arsenal Shares. As to any particular Registrable Securities, such Registrable Securities shall also permanently cease to be Registrable Securities on the earliest date on which such securities (a) have been effectively registered under the Securities Act and disposed of in accordance with a registration statement, (b) shall have been distributed to the public in accordance with Rule 144 (or any similar provision then in force) or otherwise transferred in a manner that results in the security being so transferred being freely transferable thereafter, (c) shall have been repurchased by Arsenal in connection with the Coniston Transaction or the Contingent Repurchase (as

defined in the Framework Agreement), (d) shall have been sold by Kapiti and ACTS in connection with the Secondary Offering or (e) shall have ceased to be outstanding.

Registration Statement means any registration statement of Arsenal under the Securities Act which permits the public offering of any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Relationship Agreement shall mean the Relationship Agreement between Arsenal and Manchester dated as of March 17, 2008, as amended by the First Amendment to the Relationship Agreement, dated as of August 14, 2008, and the Second Amendment to the Relationship Agreement, dated as of January 5, 2009, as such agreement may be further amended or restated from time to time.

Rule 144 means Rule 144 under the Securities Act.

SEC means the United States Securities and Exchange Commission.

Securities Act means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated by the SEC from time to time thereunder.

Selling Holder means each Holder of Registrable Securities included in a registration pursuant to Section 2.

Shelf Registration Statement means a Registration Statement of Arsenal filed with the SEC on either (a) Form S-3 (or any successor form or other appropriate form under the Securities Act) or (b) if Arsenal is not permitted to file a Registration Statement on Form S-3, an evergreen Registration Statement on Form S-1 (or any successor form or other appropriate form under the Securities Act), in each case for an offering to be made on a continuous or delayed basis pursuant to Rule 415 under the Securities Act covering Registrable Securities. To the extent Arsenal is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act), a **Shelf Registration Statement** shall be deemed to refer to an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an **automatic shelf registration statement**) on Form S-3.

Subsidiary shall mean, with respect to any Person, any other Person that, at the time of determination, directly or indirectly, through one or more intermediaries, is Controlled by such first Person.

1.2 Construction

Unless the context of this Agreement otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) references to any gender include the other genders, (iii) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation", (iv) all references to Sections, paragraphs or clauses shall be deemed references to Sections, paragraphs or clauses of this Agreement, (v) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (vi) the term "or" is not exclusive, (vii) the terms "day" and "days" mean and refer to calendar day(s), (viii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if", (ix) any Law defined or referred to herein means such Law as from

time to time amended, modified or supplemented, including by succession of comparable successor Laws and references to all attachments thereto and instruments incorporated therein, (x) references to a Person are also to its permitted successors and assigns and (xi) the headings and captions in this Agreement and in the table of contents are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

2. REGISTRATION RIGHTS

2.1 Demand Registrations

(a) Manchester shall have the right by delivering a written notice to Arsenal (a **Demand Notice**) to require Arsenal to, pursuant to the terms of this Agreement, register under and in accordance with the provisions of the Securities Act the number of Registrable Securities requested by such Demand Notice to be so registered (a **Demand Registration**); provided, however, that Arsenal shall not be obligated to effect a Demand Registration pursuant to this Section 2.1 unless no less than three million (3,000,000) Arsenal Shares are proposed to be sold pursuant to such Demand Registration. A Demand Notice shall also specify the expected method or methods of disposition of the applicable Registrable Securities and whether the Registration Statement should be a Shelf Registration Statement. Subject to paragraph (e) of this Section 2.1, following receipt of a Demand Notice, Arsenal shall use its commercially reasonable efforts to file, as promptly as reasonably practicable, but not later than 60 days after receipt by Arsenal of such Demand Notice (except in connection with the Secondary Offering), a Registration Statement relating to the offer and sale of the Registrable Securities requested to be included therein by the Holders thereof in accordance with the methods of distribution elected by Manchester (a **Demand Registration Statement**) and, unless such Registration Statement shall be an automatic shelf registration statement, shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof.

(b) Except as contemplated by Section 2.2(b) of the Framework Agreement and except as set forth below, no Person other than the Holders designated by Manchester in the Demand Notice shall be permitted to offer securities under any Demand Registration Statement filed pursuant to this Section 2.1, unless Manchester consents in writing. Arsenal and any other holders of Arsenal Shares shall have a right to include Arsenal Shares in any Demand Registration Statement other than the Demand Registration Statement to be filed in connection with the Secondary Offering (except as otherwise contemplated by Section 2.2(b) of the Framework Agreement); provided, however, that if such offering involves a firm commitment underwritten offering and the managing underwriter(s) of such underwritten offering advise Arsenal, Manchester and such other holders in writing that it is their good faith opinion that the total amount of Arsenal Shares requested by Arsenal (for its own account or the account of any other holder) to be so included, together with the Registrable Securities that the Holders intend to include in such offering, exceeds the total number or dollar amount of such securities that can be sold without having an adverse effect on the price, timing or distribution of such securities, then there shall be included in such firm commitment underwritten offering the number or dollar amount of Arsenal Shares and Registrable Securities that in the opinion of such managing underwriter(s) can be sold without so adversely affecting such offering, and such number of securities shall be allocated for inclusion as follows:

(i) first, all Registrable Securities being sold by the Holders; and

(ii) second, all Arsenal Shares requested to be included by Arsenal (for its own account or the account of any other holder).

(c) Arsenal shall be required to maintain the continuous effectiveness of any Demand Registration Statement for a period of at least sixty (60) days after the effective date thereof or such shorter period in which all Registrable Securities included in such Registration Statement have actually been sold.

(d) Arsenal shall be obligated to effect up to three (3) Demand Registrations pursuant to this Section 2.1; provided, however, that (i) a Demand Notice that does not result in an effective registration under the Securities Act, or (ii) an offering of any Registrable Securities pursuant to a Demand Registration Statement that is interfered with by any stop order, injunction or other order or requirement of the SEC or any other Governmental Entity, in each case shall not be counted as a Demand Registration for purposes of this paragraph; provided, further, that (x) upon the closing of the Coniston Transaction, the Secondary Offering shall be counted as a Demand Registration for purposes of this paragraph and (y) a Demand Registration Statement that has been abandoned or withdrawn in accordance with paragraph (f) of this Section 2.1 shall be counted as a Demand Registration for purposes of this paragraph unless Manchester pays all Registration Expenses in connection with such abandoned or withdrawn registration.

(e) Except in connection with the Secondary Offering, Arsenal shall be entitled to postpone (but not more than twice in any twelve (12)-month period), for a reasonable period of time not in excess of an aggregate total of one hundred and twenty (120) days in any such period, the filing or initial effectiveness of, or suspend the use of (and the Holders participating in such offering hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during such postponement or suspension and to hold the existence and contents of such suspension and suspension notice confidential), a Demand Registration Statement if the Board of Directors of Arsenal determines in good faith that, such registration, offering or use would reasonably be expected to materially adversely affect or materially interfere with any bona fide material financing of Arsenal or any material transaction under consideration by Arsenal or would require the disclosure of information that has not been, and is not otherwise required to be, disclosed to the public, the premature disclosure of which would, in the good faith judgment of Arsenal, materially adversely affect Arsenal.

(f) Manchester shall have the right to notify Arsenal that it has determined that the Registration Statement relating to a Demand Registration be abandoned or withdrawn, in which event Arsenal shall promptly abandon or withdraw such Registration Statement.

2.2 Piggyback Registrations

(a) If, other than pursuant to a Demand Registration Statement of Manchester filed pursuant to Section 2.1, Arsenal proposes or is required to file a registration statement under the Securities Act with respect to an offering of Arsenal Shares, whether or not for sale for its own account (other than a registration statement (i) on Form S-4, Form S-8 or any successor forms thereto or (ii) filed solely in connection with any employee benefit or dividend reinvestment plan) and the registration form to be used may be used for the registration of Registrable Securities for sale to the public under the Securities Act, then Arsenal shall give prompt written notice of such proposed filing at least thirty (30) days before the anticipated filing date (the **Piggyback Notice**) to Manchester. The Piggyback Notice shall offer the Holders the opportunity to include Registrable Securities in such registration statement (a **Piggyback Registration**). Subject to Section 2.2(b) hereof, Arsenal shall use commercially reasonable efforts to include in each such Piggyback Registration all Registrable Securities with respect to which Arsenal has received a written request for inclusion therein from Manchester within fifteen (15) business days after notice has been given to Manchester. The Holders shall be permitted to withdraw all or part of the Registrable Securities from a Piggyback Registration by giving written notice to Arsenal at any time at least two (2) Business Days prior to the effective date of the Registration Statement relating to such

Piggyback Registration. If Arsenal shall determine for any reason not to proceed with the registration that is the subject of the Piggyback Notice, Arsenal shall give notice to Manchester and thereupon shall be relieved of its obligation to register any Registrable Securities in connection with the Piggyback Registration relating to such registration, but shall not be relieved of its obligation for Registration Expenses with respect to such registration.

(b) If any of the securities to be registered pursuant to the registration giving rise to the Holders' rights under this Section 2.2 are to be sold in an underwritten offering, the Holders requesting to be included in such registration shall sell their Registrable Securities to such underwriters who shall have been selected by Arsenal on the same terms and conditions as apply to Arsenal, with such differences, including any with respect to indemnification and contribution, as may be customary or appropriate in combined primary or secondary offerings; provided, however, that if such offering involves a firm commitment underwritten offering and the managing underwriter(s) of such underwritten offering advise Arsenal and Manchester in writing that it is their good faith opinion that the total amount of Registrable Securities requested to be so included, together with all Other Securities that Arsenal and any other Persons having rights to participate in such registration intend to include in such offering, exceeds the total number or dollar amount of such securities that can be sold without having an adverse effect on the price, timing or distribution of the Registrable Securities to be so included together with all Other Securities, then there shall be included in such firm commitment underwritten offering the number or dollar amount of Registrable Securities and such Other Securities that in the opinion of such managing underwriter(s) can be sold without so adversely affecting such offering, and such number of Registrable Securities and Other Securities shall be allocated for inclusion as follows:

(i) first, all Other Securities being sold by Arsenal; and

(ii) second, among any other holders of Arsenal Shares (including the Holders of Registrable Securities) requesting such registration, pro rata, based on the number of Arsenal Shares Beneficially Owned by each such holder of Arsenal Shares.

(c) Each Holder agrees that, if they participate in a Piggyback Registration, they will execute such other customary agreements (including any underwriting agreements) as Arsenal may reasonably request to further accomplish the purposes of this Section 2.2.

(d) The registration rights granted pursuant to the provisions of this Section 2.2 shall be in addition to the registration rights granted pursuant to Section 2.1, and no registration effected under this Section 2.2 shall relieve Arsenal of its obligations to effect Demand Registrations under Section 2.1.

(e) The registration rights granted pursuant to the provisions of this Section 2.2 shall expire on the third anniversary of the date hereof.

2.3 Holdback

(a) Upon the written request of the underwriters managing an underwritten offering made pursuant to a Demand Registration Statement of Manchester filed pursuant to Section 2.1 and except as contemplated by Section 2.2(b) of the Framework Agreement, Arsenal will not effect any public sale or distribution of any Capital Stock of Arsenal (or securities convertible into or exchangeable or exercisable for Capital Stock of Arsenal) for its own account (other than (i) a registration statement (A) on Form S-4, Form S-8 or any successor forms thereto or (B) filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan or (ii) pursuant to such underwritten offering), during the period

commencing 7 days prior to and continuing for not more than ninety (90) days (or such shorter period as the managing underwriter(s) may permit) after the date of the Prospectus (or Prospectus supplement if the offering is made pursuant to a "shelf" registration) pursuant to which such underwritten offering shall be made.

(b) Upon the written request of the underwriters managing an underwritten offering with respect to an offering of Arsenal Shares, the Holders will agree with such underwriters not to effect any public sale or distribution of any Capital Stock of Arsenal or securities convertible into or exchangeable or exercisable for Capital Stock of Arsenal (including sales pursuant to Rule 144), during the period commencing 7 days prior to and continuing for not more than ninety (90) days (or such shorter period as the managing underwriter(s) may permit) after the date of the Prospectus (or Prospectus supplement if the offering is made pursuant to a "shelf" registration) pursuant to which such underwritten offering shall be made; provided, that the Holders shall not be required to agree not to effect such sales if (i) one or more Holders have notified Arsenal of their election to include Registrable Securities in such offering pursuant to Section 2.2, and (ii) Arsenal or the managing underwriters of such offering notify such Holders in accordance with Section 2.2(b) that less than 80% of the Registrable Securities such Holders requested to be included in such offering pursuant to Section 2.2 can actually be included in such offering and (iii) within three (3) days following such notification, all such Holders decide not to participate in such offering.

2.4 Registration Procedures

Whenever Arsenal is required to use its commercially reasonable efforts to effect the registration of any offering of Registrable Securities under the Securities Act as provided in Section 2, Arsenal shall use its commercially reasonable efforts to effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto Arsenal shall use its commercially reasonable efforts to cooperate in the sale of the Registrable Securities and shall use its commercially reasonable efforts to, as expeditiously as possible:

(a) Prepare and file with the SEC a Registration Statement or Registration Statements on such form as shall be available for the sale of the Registrable Securities by the Holders or Arsenal in accordance with the intended method or methods of distribution thereof, and use its commercially reasonable efforts to cause such Registration Statement to become effective and to remain effective as provided herein; provided, however, that before filing a Registration Statement or Prospectus (including any Issuer Free Writing Prospectus related thereto) or any amendments or supplements thereto (excluding documents that would be incorporated or deemed to be incorporated therein by reference (other than documents prepared in connection with the Registration Statement or the sale of Registrable Securities)), Arsenal shall furnish or otherwise make available to Manchester, its counsel and the managing underwriter(s), if any, copies of all such documents proposed to be filed, which documents will be subject to the reasonable review and comment of Manchester and its counsel, and such other documents reasonably requested by Manchester and its counsel, including any and all transmittal letters or other correspondence to or received from the SEC or, to the extent relevant to the registration, any other Governmental Entity, and, if requested by such counsel, provide such counsel reasonable opportunity to participate in the preparation of such Registration Statement and each Prospectus included therein (including any Issuer Free Writing Prospectus related thereto) and such other opportunities to conduct a reasonable investigation within the meaning of the Securities Act, including reasonable access to Arsenal's books and records, officers, accountants and other advisors. Arsenal shall not file any such Registration Statement or Prospectus

(including any Issuer Free Writing Prospectus related thereto) or any amendments or supplements thereto with respect to any registration required pursuant to Section 2.1 to which Manchester, its counsel, or the managing underwriter(s), if any, shall reasonably object, unless, in the opinion of Arsenal, such filing is necessary to comply with applicable Law.

(b) Prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement and, subject to the deferral and suspension provisions of Section 2.1(e), use its commercially reasonable efforts to cause such Registration Statement to be continuously effective during the period provided herein and comply in all material respects with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement, and cause the related Prospectus to be supplemented by any prospectus supplement or Issuer Free Writing Prospectus as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of the securities covered by such Registration Statement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act.

(c) Notify Manchester and the managing underwriter(s), if any, as promptly as reasonably practicable, and (if requested by any such Person) confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any other Governmental Entity for amendments or supplements to a Registration Statement or related Prospectus or Issuer Free Writing Prospectus or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (iv) if Arsenal becomes aware at any time that the representations and warranties of Arsenal contained in any underwriting agreement, securities sale agreement, or other similar agreement relating to the offering cease to be true and correct in any material respect, (v) of the receipt by Arsenal of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or overt threatening of any proceeding for such purpose, and (vi) of the happening of any event (but not the nature or the details concerning such event) that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference or any Issuer Free Writing Prospectus related thereto untrue in any material respect or that requires the making of any changes in such Registration Statement, Prospectus, documents or Issuer Free Writing Prospectus so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of any Prospectus or Issuer Free Writing Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the reasonably earliest practical date.

(e) If requested by the managing underwriter(s), if any, or Manchester, promptly include in a Prospectus supplement, post-effective amendment or Issuer Free Writing Prospectus such

information as the managing underwriter(s), if any, Manchester or such Holders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such Prospectus supplement, such post-effective amendment or Issuer Free Writing Prospectus as soon as practicable after Arsenal has received such request.

(f) Furnish or make available to Manchester and each managing underwriter, if any, without charge, such number of conformed copies of the Registration Statement and each post-effective amendment thereto, including financial statements, and such other documents, as Manchester, such Holders or such managing underwriter(s) may reasonably request in order to facilitate the disposition of the Registrable Securities.

(g) Deliver to Manchester and each Selling Holder, and the managing underwriter(s), if any, without charge, as many copies of the Prospectus or Prospectuses (including each form of Prospectus and any Issuer Free Writing Prospectus related to any such Prospectuses) and each amendment or supplement thereto as such Persons may reasonably request in connection with the distribution of the Registrable Securities; and Arsenal, subject to the last paragraph of this Section 2.4, hereby consents to the use of such Prospectus and each amendment or supplement thereto by Manchester and each of the Selling Holders and the managing underwriter(s), if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any such amendment or supplement thereto.

(h) Prior to any public offering of Registrable Securities, use its commercially reasonable efforts to register or qualify or cooperate with Manchester and the managing underwriter(s), if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of such jurisdictions within the United States as Manchester or the managing underwriter(s), if any, reasonably requests in writing (provided, however, that Arsenal shall not be obligated to qualify as a foreign corporation to do business under the laws of any jurisdiction in which it is not then qualified to file any general consent to service of process) and to use its commercially reasonable efforts to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and to take any other action that may be necessary or advisable to enable such Selling Holders to consummate the disposition of such Registrable Securities in such jurisdiction.

(i) Cooperate with Manchester and the managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each Selling Holder that the Registrable Securities represented by the certificates so delivered by such Selling Holder will be transferred in accordance with the Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriter(s), if any, or Manchester may request at least two Business Days prior to any sale of Registrable Securities.

(j) Upon the occurrence of any event contemplated by Sections 2.4(c)(ii), (c)(iii), (c)(iv), (c)(v) or (c)(vi) above, prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference or an Issuer Free Writing Prospectus related thereto, or file any other required document so that, as thereafter delivered to Manchester and the Selling Holders, such Prospectus will not contain an untrue statement of a material fact or omit to state a

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) Provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement.

(l) Use its commercially reasonable efforts to cause all Registrable Securities covered by such Registration Statement to be authorized to be listed on (i) The Nasdaq National Market, so long as securities of the same class issued by Arsenal are then listed on The Nasdaq National Market and (ii) each other national securities exchange, if any, on which securities of the same class issued by Arsenal are then listed.

(m) Enter into customary agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other actions reasonably requested by Manchester or by the managing underwriter(s), if any, to expedite or facilitate the disposition of such Registrable Securities, and in connection therewith, (i) make such representations and warranties to the managing underwriter(s), if any, with respect to the business of Arsenal and its Subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when customarily requested, (ii) use its commercially reasonable efforts to furnish to the managing underwriter(s), if any, opinions of counsel to Arsenal and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriter(s), if any, addressed to each of the managing underwriter(s), if any, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably and customarily requested by such managing underwriter(s), (iii) use its commercially reasonable efforts to obtain "cold comfort" letters and updates thereof from the independent certified public accountants of Arsenal (and, if necessary, any other independent certified public accountants of any Subsidiary of Arsenal or of any business acquired by Arsenal for which financial statements and financial data are, or are required to be, included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each of the managing underwriter(s), if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, (iv) if an underwriting agreement is entered into, the same shall contain customary indemnification provisions with respect to the managing underwriter(s) and (v) deliver such documents and certificates as may be reasonably requested by the managing underwriter(s), if any, to evidence the continued validity of the representations and warranties made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by Arsenal. The above shall be done at each closing under such underwriting or similar agreement, or as and to the extent required thereunder.

(n) Cause its senior executive officers to use their commercially reasonable efforts to support the marketing of the Registrable Securities covered by the Registration Statement (including, without limitation, by participation in "road shows", holding meetings with potential investors and taking such other actions as shall reasonably be requested by the managing underwriter(s), if any).

(o) Cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority and in the performance of any due diligence investigation by any underwriter(s) in an underwritten offering.

(p) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC and any applicable national securities exchange, to the extent applicable to the offer and sale of Registrable Securities by the Holders from time to time in accordance with the methods of distribution set forth in the Registration Statement, and make available to its security holders, as soon as reasonably practicable (but not more than 18 months) after the effective date of the registration statement, an earnings statement which shall satisfy the provisions of Section 11(a) of the Securities Act.

Manchester and each Selling Holder agree that, upon receipt of written notice from Arsenal of the happening of any event of the kind described in Sections 2.4(c)(ii), (c)(iii), (c)(iv), (c)(v) or (c)(vi) hereof, Manchester and such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until Manchester's and such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.4(k) hereof, or until it is advised in writing by Arsenal that the use of the applicable Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus; provided, however, that Arsenal shall extend the time periods under Section 2.1 and Section 2.2 with respect to the length of time that the effectiveness of a Registration Statement must be maintained by the amount of time the Holder is required to discontinue disposition of such securities. Manchester and each Selling Holder agree to notify Arsenal and the managing underwriter(s), if any, as promptly as reasonably practicable, if Manchester or any Selling Holder becomes aware at any time that the representations and warranties of Manchester or such Selling Holder contained in any underwriting agreement, securities sale agreement, or other similar agreement relating to an offering made pursuant to this Agreement cease to be true and correct in any material respect.

2.5 Indemnification

(a) Indemnification by Arsenal

In connection with any Demand Registration or Piggyback Registration, Arsenal shall indemnify and hold harmless, to the fullest extent permitted by Law, (i) Manchester and each Selling Holder whose Registrable Securities are covered by such Registration Statement or Prospectus, the officers, directors, general partners, managing members and managers of each of them, each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) each such Holder and the officers, directors, general partners, managing members and managers of each such controlling person (collectively, **Holder Indemnitees**) and (ii) each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter (collectively, **Underwriter Indemnitees**, and together with the Holder Indemnitees, the **Indemnitees**), from and against any and all losses, claims, damages, liabilities, expenses (including, without limitation, costs of preparation and reasonable attorneys' fees and any other reasonable fees or expenses incurred by such party in connection with any investigation or Action), judgments, fines, penalties, charges and amounts paid in settlement (collectively, **Losses**), as incurred, arising out of or based upon any untrue statement (or alleged untrue statement) of a material fact contained in any applicable Registration Statement (or in any preliminary or final Prospectus contained therein, any document incorporated by reference therein or Issuer Free Writing Prospectus related thereto) or any

other offering circular, amendment of or supplement to any of the foregoing, or based on any omission (or alleged omission) to state therein (in the case of a final or preliminary Prospectus, in light of the circumstances under which they were made) a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, that Arsenal shall not be liable to any Indemnitee in any such case to the extent that any such Loss arises out of or is based on (i) any untrue statement or omission by a Holder Indemnitee or an Underwriter Indemnitee, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement (or in any preliminary or final Prospectus contained therein, any document incorporated by reference therein or Issuer Free Writing Prospectus related thereto), offering circular, amendment of or supplement to any of the foregoing or other document in reliance upon and in conformity with written information furnished to Arsenal by any Holder Indemnitee or any Underwriter Indemnitee, as the case may be, specifically for inclusion in such document, (ii) an Indemnitee's failure to deliver a copy of the relevant current Prospectus or any amendments or supplements thereto or any Free Writing Prospectus after such Indemnitee has been furnished with copies thereof in advance of the time of first sale or (iii) a Holder's sale of securities during the occurrence of an event described in Sections 2.4(c)(ii), (c)(iii), (c)(iv), (c)(v) or (c)(vi) hereof, after reasonable notice thereof. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Manchester, any Holder Indemnitee or any other Holder. The foregoing indemnity agreement is in addition to any liability that Arsenal may otherwise have to each Holder Indemnitee.

(b) Indemnification by Manchester and Selling Holders

In connection with any Registration Statement in which a Holder is participating by registering Registrable Securities, such Holder shall furnish to Arsenal in writing such information as Arsenal reasonably requests specifically for use in connection with any Registration Statement or Prospectus and agrees to indemnify and hold harmless, to the fullest extent permitted by Law, jointly and severally, Arsenal, the officers, directors, general partners, managing members and managers of Arsenal, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) Arsenal and the officers, directors, general partners, managing members and managers of each such controlling person, and each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter (collectively, **Arsenal Indemnitees**), from and against all Losses, as incurred, arising out of or based on (i) any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement (or in any preliminary or final Prospectus contained therein, any document incorporated by reference therein or Issuer Free Writing Prospectus related thereto) or any other offering circular or any amendment of or supplement to any of the foregoing, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a final or preliminary Prospectus, in light of the circumstances under which they were made) not misleading, in each case solely to the extent that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement (or in any preliminary or final Prospectus contained therein, any document incorporated by reference therein or Issuer Free Writing Prospectus related thereto), offering circular, or any amendment of or supplement to any of the foregoing or other document in reliance upon and in conformity with written information furnished to Arsenal by a Holder expressly for inclusion in such document, (ii) a Holder's failure to deliver a copy of the relevant current Prospectus or any amendments or supplements thereto or any Free Writing Prospectus after such Holder has been furnished with copies thereof in advance of the time of first sale or (iii) by a Holder's sale of securities during the occurrence of an event described in Sections 2.4(c)(ii), (c)(iii), (c)(iv), (c)(v) or (c)(vi) hereof, after reasonable notice thereof; and provided, however, that the liability of Manchester and each Selling Holder hereunder shall be limited to the net proceeds

received by such Selling Holder from the sale of Registrable Securities covered by such Registration Statement.

(c) Conduct of Indemnification Proceedings

If any Person shall be entitled to indemnity hereunder (an **indemnified party**), such indemnified party shall give prompt notice to the party from which such indemnity is sought (the **indemnifying party**) of any claim or of the commencement of any Action with respect to which such indemnified party seeks indemnification or contribution pursuant hereto; provided, however, that the delay or failure to so notify the indemnifying party shall not relieve the indemnifying party from any obligation or liability except to the extent that the indemnifying party has been actually prejudiced by such delay or failure. The indemnifying party shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such claim or Action, to assume, at the indemnifying party's expense, the defense of any such Action, with counsel reasonably satisfactory to such indemnified party; provided, however, that an indemnified party shall have the right to employ separate counsel in any such Action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless: (i) the indemnifying party agrees to pay such fees and expenses; (ii) the indemnifying party fails promptly to assume, or in the event of a conflict of interest cannot assume, the defense of such Action or fails to employ counsel reasonably satisfactory to such indemnified party, in which case the indemnified party shall also have the right to employ counsel and to assume the defense of such Action; or (iii) in the indemnified party's reasonable judgment, after receiving advice of counsel, a conflict of interest between such indemnified and indemnifying parties may exist in respect of such Action; provided, further, however, that the indemnifying party shall not, in connection with any one such Action or separate but substantially similar or related Actions in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with one local counsel in any jurisdiction in which the Action is filed) at any time for all of the indemnified parties, or for fees and expenses that are not reasonable. Whether or not such defense is assumed by the indemnifying party, such indemnified party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld or delayed). The indemnifying party shall not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by all claimants or plaintiffs to such indemnified party of a release, in form and substance reasonably satisfactory to the indemnified party, from all liability in respect of such claim or litigation.

(d) Contribution

(i) If the indemnification provided for in this Section 2.5 is unavailable to an indemnified party in respect of any Losses (other than in accordance with its terms), then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party, on the one hand, and indemnified party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken by, or relates to information supplied by, such

indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission.

(ii) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.5(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding anything to the contrary contained in this Section 2.5(d), Manchester or an indemnifying party that is a Selling Holder shall not be required to contribute any amount in excess of the amount by which the net proceeds from the sale of the Registrable Securities sold by such Selling Holder exceeds the amount of any damages that such indemnifying party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

2.6 Rule 144

Arsenal covenants that it will use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder and to take such further action as Manchester may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the SEC.

2.7 Underwritten Registrations

(a) If any offering of Registrable Securities pursuant to any Demand Registration of Manchester (other than the Secondary Offering) is an underwritten offering, Manchester shall have the right to select the investment banker or investment bankers and managers to administer the offering, subject to approval by Arsenal, not to be unreasonably withheld. The selection of investment bankers and managers to administer the Secondary Offering is governed by Section 2.2(a) of the Framework Agreement. Arsenal shall have the right to select the investment banker or investment bankers and managers to administer any incidental or piggyback registration.

(b) No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell the Registrable Securities or Other Securities it desires to have covered by the registration on the basis provided in any underwriting arrangements in customary form and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements, provided that such Person shall not be required to make any representations or warranties other than those that are customary for similar offerings including those related to title and ownership of shares and as to the accuracy and completeness of statements made in a Registration Statement, Prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to Arsenal or the managing underwriter(s) by such Person and provided further, that such Person's liability in respect of such representations and warranties shall not exceed such Person's net proceeds from the offering.

2.8 Registration Expenses

In connection with each registration effected in accordance with this Section 2, Arsenal shall pay all reasonable (a) registration, and filing fees (including fees and expenses (i) with respect to filings required to be made with all applicable securities exchanges and/or the Financial Industry Regulatory Authority and (ii) of compliance with securities or Blue Sky laws including any fees and disbursements of counsel for the underwriter(s) in connection with Blue Sky qualifications of the Registrable Securities pursuant to Section 2.4(h)), (b) printing, distributing, mailing and delivery expenses for any Registration Statement, any Prospectus, transmittal letters, securities certificates and other documents relating to the performance of and compliance with this Agreement, (c) messenger, telephone and delivery expenses of Arsenal, (d) fees and disbursements of counsel for Arsenal, (e) expenses incurred in connection with making road show presentations and holding meetings with potential investors to facilitate distribution, and (f) fees and disbursements of all independent certified public accountants (including, without limitation, the expenses of any "cold comfort" letters required by this Agreement) and any other persons, including special experts retained by Arsenal (the **Registration Expenses**); but excluding fees and disbursements of counsel for Manchester and the Selling Holders, underwriting discounts or commissions attributable to the sale of any Registrable Securities, any stock transfer taxes, any fees and expenses of the underwriter(s), if any, and fees and expenses of counsel to the underwriter(s), if any. In connection with each registration effected in accordance with this Section 2, Manchester shall pay all (i) fees and disbursements of counsel for Manchester and the Selling Holders and (ii) underwriting discounts or commissions attributable to the sale of any Registrable Securities and any stock transfer taxes in connection therewith. For the avoidance of doubt, Arsenal shall bear all of its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange on which similar securities issued by Arsenal are then listed and rating agency fees and the fees and expenses of any Person, including special experts, retained by Arsenal.

2.9 Other Agreements

(a) Arsenal covenants and agrees that, so long as Manchester or any Holder holds any Registrable Securities in respect of which any registration rights provided for in this Section 2 remain in effect, Arsenal will not, directly or indirectly, grant to any Person or agree to or otherwise become obligated in respect of rights of registration in the nature or substantially in the nature of those set forth in this Section 2 that would have priority over the Registrable Securities with respect to the inclusion of such securities in any registration.

(b) Arsenal represents and warrants to the Manchester Parties that it has not, as of the date of this Agreement, directly or indirectly, granted to any Person or agreed to or otherwise become obligated in respect of rights of registration in the nature or substantially in the nature of those set forth in this Section 2.

(c) Any Holder proposing to sell any Registrable Securities in any registration shall furnish to Arsenal such information regarding such Holder and the distribution proposed by such Holder as Arsenal may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement. Any Holder proposing to sell any Registrable Securities in any registration shall enter into customary agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other actions reasonably

requested by Arsenal or by the managing underwriter(s), if any, to expedite or facilitate the disposition of such Registrable Securities.

3. MISCELLANEOUS

3.1 Notices

All notices, requests, claims, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by fax or sent by international overnight courier service and shall be deemed given when so delivered by hand or fax (if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt; otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt), or one (1) business day after mailing in the case of international overnight courier service, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.1):

if to Manchester or to any of the Holders, to:

Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Telephone: +44 (0)20 3320 5000
Fax: +44 (0)20 3320 1771
Attention: General Counsel

with a copy to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: +1 212 610 6471
Fax: +1 212 610 6399
Attention: A. Peter Harwich

if to Arsenal, to:

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Telephone: +1 800 654 0889
Fax: +1 312 506 1208
Attention: General Counsel

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

Telephone: +1 312 853 7000
Fax: +1 312 853 7036
Attention: Frederick C. Lowinger and Gary D. Gerstman

and

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: +1 312 558 5600
Fax: +1 312 558 5700
Attention: Robert F. Wall

3.2 Amendment and Waiver

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective and, in the case of a waiver or amendment by Arsenal prior to the Coniston Closing (as such term is defined in the Framework Agreement), approved by the Audit Committee of the Arsenal Board of Directors.

(b) Any waiver of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach, or a subsequent waiver of the same term or condition or a waiver of any other term or condition, of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Other than as expressly set forth herein, the rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by Law.

3.3 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Parties and, in the case of a waiver or amendment by Arsenal prior to the Coniston Closing (as such term is defined in the Framework Agreement), approved by the Audit Committee of the Arsenal Board of Directors. Any attempted assignment in violation of this Section 3.3 shall be void.

3.4 Remedies

(a) Each Party acknowledges that monetary damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement is not performed in accordance with its terms, and it is therefore agreed that, in addition to and without limiting any other remedy or right it may have, the non-breaching Party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach or threatened breach and enforcing specifically the terms and provisions hereof. Each Party agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

3.5 Governing Law

This Agreement (and any claims or disputes arising out of or related to this Agreement or to the inducement of any Party to enter into this Agreement, 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. Each Party irrevocably and unconditionally waives any objection to the application of the Laws of the State of Delaware to any action, suit or proceeding arising out of this Agreement and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding should not be governed by the Laws of the State of Delaware.

3.6 Consent to Jurisdiction

(a) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court is unavailable, federal or state courts located in Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement. Each Party hereby agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction over such action, in which case, in any state or federal court located in Delaware). Each Party hereby waives formal service of process and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 3.6. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in such courts and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Notwithstanding any other provision of this Agreement or any agreement contemplated hereby to the contrary, in the event that, prior to the Coniston Closing (as such term is defined in the Framework Agreement) or, if the Coniston Closing does not occur, at any time after the date hereof (i) there is any action or determination to be made by Arsenal hereunder that would require approval of the Arsenal Board of Directors or any committee thereof, (ii) there is any action, suit, proceeding, litigation or arbitration between Arsenal and any Holder, or (iii) 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 Arsenal against a Holder, or by a Holder against Arsenal, all actions or determinations of Arsenal prior to the Coniston Closing or, if the Coniston Closing does not occur, at any time after the date hereof or any determinations of Arsenal relating to any such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by Arsenal whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by Arsenal relating to the prosecution or defense thereof), shall be made and approved by the Audit Committee of the Arsenal Board of Directors.

3.7 WAIVER OF JURY TRIAL

EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY RELATING TO ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. Each Party (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Party have been induced to enter into this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 3.7.

3.8 Counterparts

This Agreement may be signed in any number of counterparts (including by facsimile or other electronic signature), each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by the other Party.

3.9 Severability

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Person or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are completed as originally contemplated to the greatest extent possible.

3.10 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement. Nothing contained herein shall limit in any way Manchester's rights under the Relationship Agreement or the Framework Agreement.

3.11 Termination

This Agreement shall terminate at such time as there are no Registrable Securities, except for the provisions of Sections 2.5 and 2.8 and this Section 3, which shall survive such termination.

[SIGNATURE PAGE FOLLOWS]

SIGNATORIES

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized officers to execute this Agreement as of the date first above written.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

MISYS PLC

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

KAPITI LIMITED

By: Misys Corporate Director Limited

By: /s/ Sarah Brain
Name: Sarah Brain
Title: Director

ACT SIGMEX LIMITED

By: Misys Corporate Director Limited

By: /s/ Sarah Brain
Name: Sarah Brain
Title: Director

Exhibit 99.13

EXECUTION COPY

VOTING AGREEMENT

by and among

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.,

MISYS PLC,

MISYS PATRIOT US HOLDINGS LLC,

MISYS PATRIOT LIMITED

and

ECLIPSYS CORPORATION

dated as of June 9, 2010

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of June 9, 2010, is made by and among ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., a Delaware corporation (the "Company"), MISYS PLC, a public limited company incorporated under the laws of England and Wales ("Manchester"), MISYS PATRIOT US HOLDINGS LLC, a Delaware limited liability company ("MPUSH"), MISYS PATRIOT LIMITED, a limited company formed under the laws of England and Wales ("MPL" and, together with Manchester and MPUSH, the "Stockholders" and each of them individually, a "Stockholder"), and ECLIPSYS CORPORATION, a Delaware corporation ("Emerald" and, together with the Company and the Stockholders, the "Parties" and each of them individually, a "Party").

WITNESSETH:

WHEREAS, concurrently herewith, the Company and Manchester are entering into a Framework Agreement (the " Framework Agreement"), providing for, among other things, (i) an indirect repurchase by the Company of certain shares of common stock of the Company, par value $0.01 per share (the "Company Common Stock"), held by the Stockholders and their Affiliates and (ii) a secondary public offering by the Stockholder and their Affiliates of additional shares of Company Common Stock (the transactions described in clauses (i) and (ii) together being the " Coniston Transaction"), in each case, upon the terms and subject to the conditions set forth in the Framework Agreement (capitalized terms used in this Agreement but not defined herein shall have the meanings given to such terms in the Framework Agreement);

WHEREAS, concurrently herewith, the Company, Arsenal Merger Corp., a Delaware corporation and a wholly owned Subsidiary of the Company ("Merger Sub"), and Emerald are entering into an Agreement and Plan of Merger (the " Merger Agreement"), providing for the merger of Merger Sub with and into Emerald, with Emerald continuing as the surviving corporation, upon the terms and subject to the conditions set forth in the Merger Agreement (the "Merger");

WHEREAS, the issuance by the Company to the stockholders of Emerald of Company Common Stock pursuant to the Merger Agreement (the "Emerald Share Issuance") must be approved by the affirmative vote of a majority of shares of Company Common Stock present in person or represented by proxy at a meeting held for such purpose and entitled to vote thereon;

WHEREAS, as of the date hereof, the Stockholders and their Affiliates beneficially own (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) the number of shares of Company Common Stock set

forth on Schedule A (the "Owned Shares" and, together with (i) any securities issued or exchanged with respect to such Owned Shares upon any recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up or combination of the securities of the Company or any other change in the Company's capital structure and (ii) any shares of Company Common Stock or other securities of the Company which any of the Stockholders or their Affiliates acquires beneficial ownership after the date hereof and prior to the termination of this Agreement, whether by purchase, acquisition or upon exercise of options, warrants, conversion of other convertible securities or otherwise, collectively referred to herein as the "Covered Shares"); and

WHEREAS, as a condition to the willingness of the Company to enter into the Framework Agreement and the Merger Agreement and as a condition to the willingness of Emerald to enter into the Merger Agreement, Emerald has required that the Stockholders agree, and in order to induce Emerald to enter into the Merger Agreement, the Stockholders have agreed, to enter into this Agreement with respect to the Covered Shares and certain other matters as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

VOTING AGREEMENT

Section 1.01 Voting of the Covered Shares. The Stockholders hereby irrevocably and unconditionally covenant and agree that, during the Voting Period (as hereinafter defined), at any meeting of the stockholders of the Company (whether annual or special), however called, or at any adjournment or postponement thereof, or in any other circumstances (including an action by written consent) upon which a vote or other approval is sought, the Stockholders shall:

(a) with respect to any vote relating to the Emerald Share Issuance or any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than the matters specified in Section 1.1(a) of the Framework Agreement, which are governed thereby), cause 15.5 million shares of Company Common Stock (the "Stockholder Continuing Interest") to appear at such meeting or otherwise be counted as present thereat for the purpose of establishing a quorum and vote such Stockholder Continuing Interest, in person or by proxy, in favor of the Emerald Share Issuance;

(b) prior to the Coniston Closing, with respect to any vote relating to the Emerald Share Issuance or any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than the matters specified in

Section 1.1(a) of the Framework Agreement, which are governed thereby), cause all their remaining Covered Shares (other than the Stockholder Continuing Interest) not to appear or be present or otherwise counted as present thereat for the purpose of establishing a quorum; provided, however, that if the Stockholders receive written notice from the Secretary of the Company in accordance with Section 1.04 at least six (6) hours prior to the meeting of stockholders at which any such vote is to be taken that the shares of Company Common Stock held by stockholders other than the Stockholders and their Affiliates that are present in person or by proxy at the meeting (the "Public Shares") are not sufficient, when combined with the Stockholder Continuing Interest, to constitute at least thirty-five percent (35%) of the then outstanding shares of Company Common Stock, then if and to the extent so requested by the Company and Emerald, the Stockholders shall cause such additional Covered Shares (and only such additional Covered Shares) as may be necessary, when added together with the Public Shares and the Stockholder Continuing Interest, to result in up to thirty-five percent (35%) of the then outstanding shares of Company Common Stock to be present (the "Additional Covered Shares") and cause the Additional Covered Shares caused to be present pursuant to this clause (b) to be voted for and against, and to abstain or not vote, with respect to the Emerald Share Issuance or any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than the matters specified in Section 1.1(a) of the Framework Agreement, which are governed thereby) in the same proportion as the Public Shares are voted for and against, and abstain or are not voted, respectively, by the holders of the Public Shares; provided, however, that the number of Additional Covered Shares shall not exceed as a percentage of the total Covered Shares (excluding the Stockholder Continuing Interest) held by the Stockholders, the percentage the Public Shares constitute of the total number of shares of Company Common Stock held by stockholders other than the Stockholders and their Affiliates;

(c) (i) vote (or cause to be voted), in person or by proxy, the Stockholder Continuing Interest against (A) any extraordinary corporate transaction (other than the Emerald Share Issuance, the Merger and the Coniston Transaction), such as a merger, consolidation, business combination, tender or exchange offer, reorganization, recapitalization, liquidation, or sale or transfer of all or substantially all of the assets or securities of the Company or any of its Subsidiaries, (B) any amendment of the Company's certificate of incorporation or by-laws other than as contemplated by the Framework Agreement or the Merger Agreement, (C) any other proposal, action or transaction involving the Company or any of its Subsidiaries, which amendment or other proposal, action or transaction would reasonably be expected to in any manner impede, frustrate, prevent or nullify the Framework Agreement, the Merger Agreement, the Emerald Share Issuance, the Coniston Transaction, the Arsenal Exchange or any of the other transactions contemplated thereby (including the amendments to the Company's certificate of incorporation contemplated by the Framework Agreement) and (D) any extraordinary dividend, distribution or recapitalization by the Company or change in capital structure of the Company (other than pursuant to or as expressly permitted by the

Merger Agreement or the Framework Agreement) (the matters described in the foregoing clauses (A) through (D) being referred to as " Competing Actions"); and (ii) vote (or cause to be voted), in person or by proxy, the remaining Covered Shares (other than the Stockholder Continuing Interest) either, in the sole discretion of the Stockholders, (x) against any Competing Action or (y) for and against, and abstain or not vote, with respect to any Competing Action in the same proportion as the Public Shares are voted for and against, and abstain or are not voted, respectively, by the holders of the Public Shares; and

(d) not take any action by written consent to approve any Competing Action.

For the purposes of this Agreement, "Voting Period" shall mean the period commencing on the date hereof and ending immediately prior to any termination of this Agreement in accordance with its terms pursuant to Article IV hereof. The Stockholders and their Affiliates shall remain free to vote or cause to be voted (or execute or cause to be executed consents or proxies with respect thereto) the Covered Shares with respect to any matter not covered by this Section 1.01 in any manner the Stockholders or their Affiliates deem appropriate.

Section 1.02 Proxies. During the Voting Period, in order to secure the performance of the Stockholders' obligations under Section 1.01 of this Agreement, the Stockholders hereby (a) terminate and revoke any and all previous proxies granted with respect to the Covered Shares (except for the irrevocable proxy granted pursuant to the Relationship Agreement dated as of March 17, 2008 between the Company and Manchester (the " Existing Relationship Agreement")), (b) irrevocably grant the proxy attached as Exhibit 1 hereto (the "Proxy") with respect to the Stockholder Continuing Interest in the manner contemplated by Section 1.01 and (c) provided the Company complies with its obligations under Section 1.04, agree to irrevocably grant prior to any vote taken as described in Section 1.01(b) the proxy attached as Exhibit 2 hereto (the "Subsequent Proxy") with respect to the exact number of Additional Covered Shares determined in accordance with Section 1.01(b) as notified by the Company and Emerald pursuant to Section 1.04. The Stockholders hereby affirm that the irrevocable proxies set forth in this Section 1.02 are given in connection with the execution of the Merger Agreement and the Framework Agreement, and that such irrevocable proxies are given to secure the performance of the duties of the Stockholders under this Agreement. Except as provided for in the last sentence of this Section 1.02, each Stockholder hereby (i) affirms that such Stockholder's irrevocable proxy granted or to be granted hereunder are or, when granted, will be coupled with an interest, may under no circumstances be revoked and will survive the insolvency or liquidation of such Stockholder, (ii) ratifies and confirms all that the proxy appointed by such Stockholder hereunder may lawfully do or cause to be done by virtue hereof and (iii) agrees that such Stockholder will take such further action or execute such other instruments as may be necessary to effectuate the intent of the proxy granted, or to be granted, hereunder by such Stockholder.

Notwithstanding any other provisions of this Agreement, the irrevocable proxies granted hereunder shall automatically terminate upon the termination or expiration of this Agreement without any notice or other action by any Person.

Section 1.03 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company, Emerald, any Person appointed as the proxy of any Stockholder pursuant to this Agreement or any other Person any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares, other than the right of the holder of the Proxy and the Subsequent Proxy, respectively, under certain circumstances, to vote the Covered Shares upon the terms and subject to the conditions of this Agreement. Except as provided in this Agreement, all rights, ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to the Stockholders and their Affiliates, and neither the Company nor Emerald nor any Person appointed as the proxy of any Stockholder pursuant to this Agreement shall have any power or authority to direct the Stockholders in the voting of any of the Covered Shares, except as otherwise specifically provided herein, or in the performance of the Stockholders' duties or responsibilities as stockholders of the Company. Nothing in this Agreement shall be interpreted as (i) obligating the Stockholders to exercise any warrants, options, conversion of convertible securities or otherwise acquire Company Common Stock or (ii) creating or forming a "group" with any other Person, including the Company or Emerald, for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable Law.

Section 1.04 Provision of Information and Tabulation. The Company shall, and shall cause the Company's Secretary to, provide in writing at least six (6) hours prior to the commencement of such meeting of stockholders as set forth in the Company's notice of meeting, sufficient information regarding the number of shares of Company Common Stock present for quorum purposes, the additional number of Covered Shares required to be present such that, when added together with the Public Shares and the Stockholder Continuing Interest, will result in up to thirty-five percent (35%) of the then outstanding shares of Company Common Stock to be present, and the number of Public Shares voted for and against, and that have abstained or not voted with respect to, any matter described in Section 1.01(b) for the Stockholders to be able to determine whether they are required under Section 1.01(b) to cause to be present for purposes of a quorum and voting, and cause to be covered by the Subsequent Proxy, any Covered Shares other than the Stockholder Continuing Interest. The Stockholders shall have no obligation to cause to be present for purposes of a quorum and vote any Covered Shares other than the Stockholder Continuing Interest at the meeting of stockholders if such information is not provided as set forth herein.

Section 1.05 Waiver by the Company. The Company hereby waives, during the Voting Period, any right under the Existing Relationship Agreement or otherwise that would be inconsistent with the provisions of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS.

The Stockholders hereby represent and warrant to the Company and Emerald as follows:

Section 2.01 Ownership of the Owned Shares. As of the date hereof, except as set forth in Schedule A, the Stockholders have good and valid and marketable title to and are the record or beneficial owner of the Owned Shares set forth on Schedule A free and clear of all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances, restrictions or arrangements whatsoever with respect to the ownership, transfer or other voting of the Owned Shares. Except as set forth in Schedule A, the Stockholders have full and unrestricted power to dispose of and vote all of, and have not granted any proxy inconsistent with this Agreement that is still effective with respect to, the Owned Shares. The Stockholders do not own, beneficially or of record, any shares of capital stock of the Company or securities convertible into or exercisable or exchangeable for shares of capital stock of the Company, other than the Covered Shares.

Section 2.02 No Setoff. To the knowledge of the Stockholders, as of the date hereof, there are no legal or equitable defenses or counterclaims that have been or may be asserted by or on behalf of any Person to reduce the amount of the Owned Shares or affect the validity or enforceability of the Owned Shares.

ARTICLE III

COVENANTS OF THE STOCKHOLDERS.

Section 3.01 No Transfer. Other than pursuant to the terms of this Agreement or as contemplated by the Framework Agreement or any of the other Transaction Documents, without the prior written consent of the Company and Emerald, during the Voting Period, the Stockholders agree not to, directly or indirectly, (i) sell, pledge (except as set forth on Schedule A), assign, transfer, tender, exchange, offer, encumber, lend or otherwise dispose of (including by gift, merger, consolidation or otherwise by operation of law), or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect assignment, transfer, tender, exchange, offer, encumbrance or other disposition of (including by gift, merger, consolidation or otherwise by operation of law) (each, a "Transfer"), any Covered Shares, other than (x) to wholly owned Subsidiaries of any of the Stockholders, (y) pursuant to the Stock Repurchase Agreement dated as of February 10, 2009 by and among the Stockholders and the Company or (z) pursuant to the transactions contemplated by the Framework Agreement, (ii) grant any proxies, options, rights of first offer or refusal or

power of attorney or enter into any voting trust or other agreement or arrangement with respect to any Covered Shares, other than as contemplated by the Framework Agreement, or (iii) take any action that would make any of their representations or warranties contained herein untrue or incorrect or have the effect of preventing, disabling or impeding the Stockholders from performing their obligations under this Agreement. Any action taken or attempted to be taken in violation of the preceding sentence will be null and void.

Section 3.02 Stop Transfer Order. The Stockholders hereby authorize the Company's and Emerald's counsel to notify the Company's transfer agent that prior to the termination of this Agreement there is a stop transfer order with respect to all of the Covered Shares and that this Agreement places limits on the voting of the Covered Shares. The Parties acknowledge and agree that such stop order shall not apply to any Transfers to wholly owned Subsidiaries of any of the Stockholders or pursuant to the Framework Agreement or any of the other Transaction Documents.

Section 3.03 Additional Shares. The Stockholders shall as promptly as practicable notify the Company and Emerald of the number of any new Covered Shares acquired by the Stockholders, if any, after the date hereof. Any such shares shall be automatically subject to the terms of this Agreement as though owned by the Stockholders on the date hereof.

Section 3.04 No Solicitation.

(a) During the term of this Agreement, the Stockholders shall not, nor shall they permit any of their Subsidiaries or any officer or employee of any Stockholder or any of their Subsidiaries to, nor shall they authorize any director of, or any Representative (as defined in the Merger Agreement) of, any Stockholder or any of their Subsidiaries to, and shall instruct each of them not to, except, if any of them is a director of the Company or any Stockholder, as the case may be, as required in order to comply with such individual's fiduciary duties as a director of the Company or any Stockholder, as the case may be, as specifically permitted by Section 3.06, directly or indirectly: (i) solicit, initiate or knowingly induce or encourage the submission of, any Company Takeover Proposal (as hereinafter defined); (ii) enter into any letter of intent or agreement in principle or any agreement providing for, relating to or in connection with, any Company Takeover Proposal or any proposal that could reasonably be expected to lead to a Company Acquisition Transaction (as hereinafter defined); (iii) approve, endorse or recommend any Company Takeover Proposal; (iv) enter into, continue or otherwise participate in any discussions or negotiations with any Person with respect to any Company Takeover Proposal; or (v) furnish any non-public information regarding the Company or any of its Subsidiaries to, or afford access to the properties, books and records of the Company to, any Person in connection with or in response to any Company Takeover Proposal; provided, however, that nothing contained in this Agreement shall

prohibit any Stockholder or its board of directors, directly or indirectly through any of its officers, directors, employees or Representatives, prior to obtaining the Manchester Shareholder Approval, from taking any of the actions described in clauses (iv) and (v) above in response to any unsolicited bona fide Company Takeover Proposal that the board of directors of Manchester concludes in good faith, after consultation with its outside financial advisors, constitutes or is reasonably expected to result in, a Superior Proposal (as hereinafter defined) if (and only if) (1) the board of directors of Manchester concludes in good faith, after consultation with its outside legal counsel, that the failure to take such action with respect to such Company Takeover Proposal would be inconsistent with the exercise by the board of directors of its fiduciary duties to Manchester (including to the shareholders of Manchester) under applicable Law and (2) prior to furnishing any non-public information to, or entering into discussions or negotiations with, the Person making such Company Takeover Proposal (the "Third Party"), (x) the Stockholders receive from such Third Party an executed confidentiality agreement with provisions not less favorable to the Stockholders or the Company than those contained in the Confidentiality Agreement (as defined in the Merger Agreement) and (y) the Stockholders provide to Emerald and the Company in accordance with Section 3.04(b) the information required under Section 3.04(b) to be delivered by the Stockholders to Emerald. The Stockholders agree that they and their Subsidiaries shall not enter into any confidentiality agreement with any Person subsequent to the date of this Agreement that prohibits the Stockholders from providing information to the Company and Emerald that is required to be provided to the Company or Emerald under this Section 3.04.

(b) The Stockholders shall promptly, and in any event no later than twenty-four (24) hours after they receive any Company Takeover Proposal, or any written request for non-public information regarding the Company or any of its Subsidiaries in connection with a Company Takeover Proposal, advise the Company and Emerald orally and in writing of such Company Takeover Proposal or request, including providing the identity of the Person making or submitting such Company Takeover Proposal or request, and, (i) if it is in writing, a copy of such Company Takeover Proposal and any related draft agreements and any other written material and (ii) if oral, a reasonably detailed summary thereof that is made or submitted by such Person. The Stockholders shall keep Emerald and the Company informed in all material respects on a prompt basis of the status and details of any such Company Takeover Proposal or with respect to any change to the material terms of any such Company Takeover Proposal. The Stockholders agree that, subject to restrictions under Laws applicable to the Stockholders and their Subsidiaries, they shall promptly provide to Emerald any non-public information concerning the Company and its Subsidiaries that the Stockholders provide to any Third Party in connection with any Company Takeover Proposal which was not previously provided to Emerald.

(c) Immediately following the execution of this Agreement, the Stockholders shall, and shall cause their Subsidiaries and their and their Subsidiaries' respective officers, directors and employees, and shall cause their and their Subsidiaries' respective Representatives to, immediately cease and terminate any activities, discussions or negotiations existing as of the date of this Agreement between the Stockholders or any of their Subsidiaries or any of their respective officers, directors, employees or Representatives, on the one hand, and any other Person, on the other hand, with respect to any Company Takeover Proposal.

(d) For purposes of this Agreement, (x) a "Company Takeover Proposal" means any inquiry, offer or proposal by any Person (other than Emerald) relating to any Company Acquisition Transaction, (y) a "Company Acquisition Transaction" means any transaction or series of related transactions other than the Merger or as contemplated by the Framework Agreement involving: (i) any acquisition or purchase from the Stockholders, the Company or both the Stockholders and the Company by any Person of 20% or more of the total outstanding voting securities of the Company or any of its Subsidiaries; (ii) any tender offer or exchange offer that if consummated would result in any Person beneficially owning 20% or more of the total outstanding voting securities of the Company or any of its Subsidiaries; (iii) any merger, consolidation, business combination, recapitalization or similar transaction involving the Company pursuant to which the stockholders of the Company immediately preceding such transaction hold less than 80% of the equity interests in the surviving or resulting entity of such transaction; (iv) any direct or indirect acquisition of any business or businesses or of assets (including equity interests in any Subsidiary) that constitute or account for 20% or more of the consolidated net revenues, net income or assets (based on the fair market value thereof) of the Company and its Subsidiaries, taken as a whole; or (v) any liquidation or dissolution of the Company or any of its Subsidiaries, and (z) a " Superior Proposal" means an unsolicited, bona fide written Company Takeover Proposal to acquire at least (a) 50% of the outstanding voting securities of the Company or (b) 50% of the assets of the Company and its Subsidiaries, taken as a whole, in each case on terms that, in the reasonable good faith judgment of the board of directors of Manchester, after consultation with its outside financial advisors and its outside legal counsel, is more favorable to the shareholders of Manchester than the Coniston Transaction and the other transactions contemplated by the Framework Agreement, taking into account any proposal by Emerald or the Company, as applicable, to amend or modify the terms of the Merger Agreement or the Framework Agreement that are committed to in writing, after taking into account such factors, including terms, conditions, timing, likelihood of consummation, legal, financial, regulatory and other aspects of such proposal, and the Person making such proposal, in each case as deemed relevant by the board of directors of Manchester.

Section 3.05 Manchester Shareholder Meeting.

(a) Manchester has undertaken in the Framework Agreement to call, convene and hold a meeting of its shareholders and, subject to the exercise by the board of directors of Manchester of its fiduciary duties, recommend that its shareholders approve the Coniston Transaction and the other transactions contemplated by the Framework Agreement (the "Shareholder Recommendation").

(b) Except as otherwise provided in Section 3.05(c) or 3.05(d), neither the board of directors of Manchester nor any committee thereof shall (i) withhold, withdraw, modify or qualify, or propose publicly to withhold, withdraw, modify or qualify the Shareholder Recommendation in a manner adverse to Emerald, (ii) approve, endorse, adopt or recommend, or publicly propose to approve, endorse, adopt or recommend, any Company Takeover Proposal or (iii) enter into any letter of intent or written agreement in principle or any binding agreement providing for, relating to or in connection with, any Company Takeover Proposal or any proposal that is reasonably expected to lead to a Company Acquisition Transaction (a "Shareholder Adverse Recommendation Change").

(c) Notwithstanding anything in this Agreement to the contrary, with respect to a Company Takeover Proposal, the board of directors of Manchester may, at any time prior to receipt of the Manchester Shareholder Approval, effect a Shareholder Adverse Recommendation Change, in the event a written Company Takeover Proposal is made to Manchester by a Third Party and such Company Takeover Proposal is not withdrawn if (and only if): (i) the board of directors of Manchester determines in good faith after consultation with its financial advisors that such Company Takeover Proposal constitutes a Superior Proposal; (ii) following consultation with its outside legal counsel, the board of directors of Manchester determines that the failure to make a Shareholder Adverse Recommendation Change would be inconsistent with the exercise of its fiduciary duties to the shareholders of Manchester under applicable Laws; (iii) Manchester provides Emerald and the Company five (5) business days' prior written notice of its intention to take such action, which notice shall include the information with respect to such Superior Proposal that is specified in Section 3.04(b); (iv) during such five business day period, Manchester and its Representatives have negotiated in good faith with Emerald and the Company regarding any revisions to the terms of the transactions contemplated by the Merger Agreement and the Framework Agreement proposed by Emerald and the Company in response to such Superior Proposal; and (v) at the end of the five (5) business day period described in the foregoing clause (v), the board of directors of Manchester again makes the determination in good faith after consultation with its outside legal counsel and financial advisors (and taking into account any adjustment or modification of the terms of the Merger Agreement and the Framework Agreement proposed by Emerald and the Company) that the Company Takeover Proposal continues to be a Superior Proposal and that the failure to make a Shareholder

Adverse Recommendation Change would be inconsistent with the exercise by the board of directors of Manchester of its fiduciary duties to the shareholders of Manchester under applicable Laws.

(d) Nothing in this Agreement shall prohibit or restrict the board of directors of Manchester, in circumstances not involving or relating to a Company Takeover Proposal, from effecting, prior to obtaining the Manchester Shareholder Approval, a Shareholder Adverse Recommendation Change in response to the occurrence of a Company Intervening Event if (and only if): (i) the board of directors of Manchester determines in good faith (after consultation with its outside legal counsel) that failure to take such action would be inconsistent with the exercise by the board of directors of Manchester of its fiduciary duties to the shareholders of Manchester under applicable Laws; (ii) Manchester has provided to Emerald and the Company at least five (5) business days' prior written notice describing the Company Intervening Event and advising Emerald and the Company that the board of directors of Manchester intends to take such action and specifying the reasons therefor in reasonable detail; (iii) during such five (5) business day period, Manchester and its Representatives have negotiated in good faith with Emerald and the Company regarding any revisions to the terms of the transactions contemplated by the Merger Agreement and the Framework Agreement proposed by Emerald and the Company in response thereto; and (iv) at the end of the five (5) business day period described in the foregoing clause (iii), the board of directors of Manchester again makes the determination in good faith after consultation with its outside legal counsel (and taking into account any adjustment or modification of the terms of the Merger Agreement and the Framework Agreement proposed by Emerald and the Company) that a Company Intervening Event continues to exist and that the failure to make a Shareholder Adverse Recommendation Change would be inconsistent with the exercise by the board of directors of Manchester of its fiduciary duties to the shareholders of Manchester under applicable Laws. Manchester agrees that neither the board of directors of Manchester nor any committee thereof shall effect a Shareholder Adverse Recommendation Change as a result of any event, occurrence, fact, condition, effect, change or development relating to obtaining the IRS Private Letter Ruling or any tax opinion with respect to any of the matters that are the subject of the requested IRS Private Letter Ruling. Manchester agrees to submit the Coniston Transaction and the other transactions contemplated by the Framework Agreement to its shareholders for approval whether or not the board of directors of Manchester determines to make a Shareholder Adverse Recommendation Change.

(e) For purposes of this Agreement, "Company Intervening Event" means an event or circumstance relating to the Company or Manchester (other than any event or circumstance resulting from a breach of the Framework Agreement by Manchester), occurring or arising after the date hereof that was not known to the board of directors of Manchester as of the date hereof; provided, however, that (i) in no event shall the receipt, existence or terms of a Company Takeover Proposal, or any inquiry or matter

relating thereto or consequence thereof, constitute a Company Intervening Event, (ii) in no event shall any action taken by any of the Parties pursuant to and in compliance with the terms of the Merger Agreement and the Framework Agreement constitute a Company Intervening Event and (iii) in no event shall any event, occurrence, fact, condition, effect, change or development that has an adverse effect on the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of Emerald or the Company or any of their respective Subsidiaries, or the market price of Emerald's common stock or the Company Common Stock (in and of itself), constitute a Company Intervening Event, unless such event, occurrence, fact, condition, effect, change or development has had a Company Material Adverse Effect or Parent Material Adverse Effect (as such terms are defined in the Merger Agreement).

Section 3.06 No Restraint on Officer or Director Action. Notwithstanding anything to the contrary herein, the Company and Emerald hereby acknowledge and agree that no provision in this Agreement shall limit or otherwise restrict any officer, director, partner or employee of any Stockholder who is, or becomes during the term hereof, a director or an officer of the Company or any Stockholder with respect to any act or omission that such individual may undertake or authorize in his or her capacity as a director or an officer of the Company or any Stockholder, including any vote that such individual may make as a director of the Company or any Stockholder, with respect to any matter presented to the board of directors of the Company or any Stockholder. The agreements set forth herein shall in no way restrict any such director or officer in the exercise of his or her fiduciary duties as a director or officer of the Company or any Stockholder. The Stockholders have executed this Agreement solely in the capacity as the beneficial owner of the Covered Shares, and no action taken by any such director or officer shall be deemed to constitute a breach of any provision of this Agreement.

Section 3.07 Further Assurances. Each Party agrees, from time to time, upon the reasonable request of any other Party, to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as may be reasonably necessary for the purpose of effectively carrying out the transactions contemplated by this Agreement.

ARTICLE IV

TERMINATION

This Agreement and all of its provisions shall terminate upon the earlier of (i) the Effective Time (as defined in the Merger Agreement), (ii) the termination of either the Framework Agreement or the Merger Agreement in accordance with their respective terms and (iii) the mutual written agreement of the Parties to terminate this Agreement; provided, that the provisions of Article V shall survive any such termination of this

Agreement. Upon termination or expiration of this Agreement, no Party shall have any further obligations or liabilities hereunder; provided, that such termination or expiration shall not relieve any Party from liability for any willful and material breach hereof prior to such termination or expiration.

ARTICLE V

GENERAL PROVISIONS.

Section 5.01 Survival of Representations and Warranties. The representations and warranties contained herein shall expire with, and be terminated and extinguished upon, the termination of this Agreement pursuant to Article IV, unless such termination resulted from a willful and material breach of this Agreement or the Framework Agreement by the Stockholders, and thereafter no Party shall be under any liability whatsoever with respect to any such representation or warranty, except, in each case, with respect to any willful and material breach prior to such expiration. Notwithstanding anything herein to the contrary, if the Termination Fee (as defined in the Merger Agreement) is paid in full and accepted by Emerald in accordance with Section 5.5(g) of the Merger Agreement, such payment shall be the sole and exclusive remedy (other than the right to seek specific performance or injunctive relief as provided in Section 5.11(a)) of Emerald and its Affiliates under this Agreement (or with respect to any claims or disputes arising out of or related to this Agreement or the transactions contemplated hereby or to the inducement of any Party to enter into this Agreement, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise), and Emerald and its Affiliates shall be precluded from any other remedy (or seeking any other remedy) against the Company, any Stockholder and their respective Affiliates for monetary damages under this Agreement (or with respect to any claims or disputes arising out of or related to this Agreement or the transactions contemplated hereby or to the inducement of any Party to enter into this Agreement, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise).

Section 5.02 Fees And Expenses. Other than as set forth in this Agreement, the Merger Agreement or the Framework Agreement, all costs and expenses (including fees and disbursements of counsel, accountants and other advisors) incurred in connection with the preparation, negotiation, execution, delivery or performance of this Agreement shall be paid by the Party incurring such cost or expense.

Section 5.03 Notices. All notices, requests, claims, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by fax or sent by international overnight courier service and shall be deemed given when so delivered by hand or fax (if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of

receipt; otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt), or one (1) business day after mailing in the case of international overnight courier service, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5.03):

if to the Company:

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

with copies to:

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

if to any Stockholder:

Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Fax: +44 (0)20 3320 1771
Attention: General Counsel

with copies to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Fax: (212) 610-6399
Attention: A. Peter Harwich

if to Emerald:

Eclipsys Corporation
Three Ravinia Drive
Atlanta, GA 30348

Fax: +1 404 847 5777
Attention: General Counsel
Chief Financial Officer

with copies to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309
Fax: (404) 572-5133
Attention: John D. Capers, Jr., C. William Baxley

Section 5.04 Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Person or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are completed as originally contemplated to the greatest extent possible.

Section 5.05 Entire Agreement; Successors and Assigns .

(a) This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement. The Schedules are an integral part of this Agreement and are incorporated by reference into this Agreement for all purposes.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party, which consent, in the case of the Company prior to the Coniston Closing, shall be approved by the Audit Committee of the board of directors of the Company. Any attempted assignment in violation of this Section 5.05(b) shall be void.

Section 5.06 Amendment. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed,

in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective and, in the case of a waiver or amendment by the Company prior to the Coniston Closing, approved by the Audit Committee of the board of directors of the Company.

Section 5.07 Waivers. Any waiver of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach, or a subsequent waiver of the same term or condition or a waiver of any other term or condition, of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 5.08 Remedies Cumulative. Other than as expressly set forth herein, the rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 5.09 Parties in Interest. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing express or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Parties any legal or equitable rights or remedies under this Agreement.

Section 5.10 Governing Law. This Agreement (and any claims or disputes arising out of or related to this Agreement or the transactions contemplated hereby or to the inducement of any Party to enter into this Agreement, 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. Each Party irrevocably and unconditionally waives any objection to the application of the Laws of the State of Delaware to any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding should not be governed by the Laws of the State of Delaware.

Section 5.11 Specific Performance; Submission To Jurisdiction.

(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 over such action, 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.

(b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court is unavailable, any state or federal courts located in Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each Party hereby agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction over such action, in which case, in any state or federal court located in Delaware). Each Party hereby waives formal service of process and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 5.11. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(c) EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY RELATING TO ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Each Party (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and each other Party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 5.11.

(d) Notwithstanding any other provision of this Agreement or any agreement contemplated hereby to the contrary, in the event that, prior to the Coniston Closing (as such term is defined in the Framework Agreement), or, if the Coniston Closing does not occur, at any time after the date hereof (i) there is any action or

determination to be made by the Company hereunder that would require approval of the board of directors of the Company or any committee thereof, (ii) there is any action, suit, proceeding, litigation or arbitration between the Company and any Stockholder or Emerald or (iii) 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 the Company against any Stockholder or Emerald, or by any Stockholder or Emerald against the Company, all actions or determinations of the Company prior to the Coniston Closing or, if the Coniston Closing does not occur, at any time after the date hereof or any determinations of the Company relating to any such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by the Company whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by the Company relating to the prosecution or defense thereof), shall be made and approved by the Audit Committee of the board of directors of the Company.

Section 5.12 Interpretation. The headings and captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement. Any capitalized terms used in any Schedule but not otherwise defined therein shall have the meanings as defined in this Agreement. All references to Articles, Sections or Schedules contained in this Agreement shall be to Articles, Sections or Schedules of or to this Agreement unless otherwise stated. Unless the context of this Agreement otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) references to any gender include the other genders, (iii) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation", (iv) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (v) the terms "day" and "days" mean and refer to calendar day(s) and (vi) the terms "year" and "years" mean and refer to calendar year(s).

Section 5.13 Counterparts. This Agreement may be signed in any number of counterparts (including by fax or other electronic signature), each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by each other Party.

Section 5.14 Public Announcement; Disclosure . The Stockholders shall consult with each of the Company and Emerald before issuing any press releases or otherwise making any public statements with respect to the transactions contemplated herein and, except as required by Law or regulatory authority (if reasonably practicable after notice to and consultation with each of the Company and Emerald), shall not issue any such press release or make any such public statement without the prior approval of

the Company and Emerald (which approval shall not be unreasonably withheld, conditioned or delayed). The Stockholders hereby authorize the Company and Emerald to publish and disclose, in any announcement, disclosure or filing required by any Governmental Entity, the Stockholders' identity and ownership of the Covered Shares and the nature of the Stockholders' commitments, arrangements and understandings under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date hereinabove written.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

MISYS PLC

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

MISYS PATRIOT US HOLDINGS LLC

By: /s/ Darryl E. Smith
Name: Darryl E. Smith
Title: Director

MISYS PATRIOT LIMITED

By: Misys Corporate Director Limited

By: /s/ Sarah Brain
Name: Sarah Brain
Title: Director

ECLIPSYS CORPORATION

By: /s/ Philip M. Pead
Name: Philip M. Pead
Title: President and CEO

Schedule A

Shares of Company Common Stock

79,811,511

Securities Convertible or Exercisable or Exchangeable for Shares of Company Common Stock

None

Pursuant to Section 2.01, the Stockholders represent and warrant to the Company that listed below are all exceptions to title over the Owned Shares, including pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances or arrangements whatsoever with respect to the ownership, transfer or other voting of the Owned Shares.

1. The Existing Relationship Agreement contains certain arrangements and restrictions with respect to the Stockholders' voting and transfer of the Owned Shares and the Stockholders' acquisition of additional shares of Company Common Stock. Manchester has granted an irrevocable proxy under the Relationship Agreement to Lee Shapiro, William J. Davis and Brian Vandenberg (and any individual who shall succeed to their respective offices with the Company) to vote the Owned Shares in accordance with the terms of the Existing Relationship Agreement.
2. The Stockholders and the Company entered into a Stock Repurchase Agreement dated as of February 10, 2009, which contains certain arrangements with respect to the sale and transfer of the Owned Shares by the Stockholders.
3. The sale and transfer of Owned Shares by the Stockholders and their Affiliates pursuant to the Framework Agreement and the transactions contemplated thereby is subject to Manchester obtaining the Manchester Shareholder Approval.

Exhibit 1

PROXY

THIS PROXY (this "Proxy"), is entered into on June 9, 2010, by the undersigned stockholder (the " Stockholder").

The undersigned Stockholder, pursuant to the provisions of the Voting Agreement, dated June 9, 2010, among ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., MISYS PLC, MISYS PATRIOT US HOLDINGS LLC, MISYS PATRIOT LIMITED and ECLIPSYS CORPORATION (the "Voting Agreement") and the provisions of Section 212 of the General Corporation Law of the State of Delaware, hereby irrevocably grants to, and appoints, Kevin Kelly, Fred Marquardt and Thomas Ball, or any of them, and each of them individually (with full power of substitution), as such Stockholder's proxy (in such capacity, the "Proxy Holder") to vote 15.5 million shares of common stock, par value $0.01 per share (the " Common Stock") of Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the " Company"), owned by such Stockholder (the "Shares"), at the special meeting of stockholders of the Company to be held pursuant to the Merger Agreement (as defined in the Voting Agreement), and any adjournments or postponements thereof, (the " Company Meeting"), and to vote such Shares as provided in the Voting Agreement. In particular, the Proxy Holder shall:

(i) cause the Shares to appear, or otherwise be counted as present thereat, for the purpose of establishing a quorum at the Company Meeting, however called, or at any adjournment or postponement thereof upon which a vote or other approval is sought relating to the Emerald Share Issuance (as defined in the Voting Agreement) or any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than matters specified in Section 1.1(a) of the Framework Agreement (as defined in the Voting Agreement), which are governed thereby); and

(ii) vote or cause the Shares to be voted in favor of the Emerald Share Issuance and any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than matters specified in Section 1.1(a) of the Framework Agreement, which are governed thereby) at the Company Meeting and execute any documents or agreement approved at any such Company Meeting, as fully as such Stockholder would be entitled to vote in person with respect to the Emerald Share Issuance or any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than matters specified in Section 1.1(a) of the Framework Agreement, which are governed thereby).

The Stockholder hereby affirms that this Proxy is irrevocable and is given in connection with the execution of the Merger Agreement and the Framework Agreement, and that this Proxy is given to secure the performance of the duties of the Stockholder under the Voting Agreement. Notwithstanding any other provisions of this Proxy or the Voting Agreement, this Proxy shall

automatically terminate upon the termination or expiration of the Voting Agreement without any notice or other action by any Person.

The Proxy Holder shall not have any liability to the Stockholder as a result of any action taken or failure to take action pursuant to the foregoing proxy except for any action or failure to take action not taken or omitted in good faith or which involves intentional misconduct or a knowing violation of applicable law.

This Proxy shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

[SIGNATURE PAGE TO FOLLOW]

The foregoing proxy is hereby executed on the date first above written.

MISYS PATRIOT LIMITED

By: Misys Corporate Director Limited

By: /s/ Sarah Brain
Name: Sarah Brain
Title: Director

Exhibit 2

PROXY

THIS PROXY (this "Proxy"), is entered into on [___], 2010, by the undersigned stockholder (the " Stockholder").

The undersigned Stockholder, pursuant to the provisions of the Voting Agreement, dated June 9, 2010, among ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., MISYS PLC, MISYS PATRIOT US HOLDINGS LLC, MISYS PATRIOT LIMITED and ECLIPSYS CORPORATION (the "Voting Agreement") and the provisions of Section 212 of the General Corporation Law of the State of Delaware, hereby irrevocably grants to, and appoints, Kevin Kelly, Fred Marquardt and Thomas Ball, or any of them, and each of them individually (with full power of substitution) as such Stockholder's proxy (in such capacity, the "Proxy Holder") to vote [___] shares of common stock, par value $0.01 per share (the " Common Stock") of Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the "Company"), owned by such Stockholder (the "Shares"), at the special meeting of stockholders of the Company to be held on [*date*], and any adjournments or postponements thereof, (the " Company Meeting"), and to vote such Shares as provided in the Voting Agreement.

In particular, the Proxy Holder shall:

(i) cause the Shares to appear, or otherwise be counted as present thereat, for the purpose of establishing a quorum at the Company Meeting, however called, or at any adjournment or postponement thereof upon which a vote or other approval is sought relating to the Emerald Share Issuance (as defined in the Voting Agreement) or any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than matters specified in Section 1.1(a) of the Framework Agreement (as defined in the Voting Agreement), which are governed thereby); and

(ii) vote or cause the Shares to be voted as for and against, and abstain from voting or not vote, with respect to the Emerald Share Issuance and any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than matters specified in Section 1.1(a) of the Framework Agreement, which are governed thereby) at the Company Meeting in the same proportion as the Public Shares (as defined in the Voting Agreement) are voted for and against, and abstain from voting or are not voted, respectively, by the holders of the Public Shares, and execute any documents or agreement approved at any such Company Meeting of the stockholders of the Company or by consent in writing of stockholders, as fully as such Stockholder would be entitled to vote in person or by consent in writing with respect to the Emerald Share Issuance and any other matter to be approved by the stockholders of the Company to facilitate the Emerald Share Issuance (other than matters specified in Section 1.1(a) of the Framework Agreement, which are governed thereby) in such proportion as the

Public Shares are voted (or caused to take action) for and against, and abstain from voting or are not voted, respectively, by the holders of the Public Shares.

The Stockholder hereby affirms that this Proxy is irrevocable and is given in connection with the execution of the Merger Agreement and the Framework Agreement, and that this Proxy is given to secure the performance of the duties of the Stockholder under the Voting Agreement. Notwithstanding any other provisions of this Proxy or the Voting Agreement, this Proxy shall automatically terminate upon the termination or expiration of the Voting Agreement without any notice or other action by any Person.

The Proxy Holder shall not have any liability to the Stockholder as a result of any action taken or failure to take action pursuant to the foregoing proxy except for any action or failure to take action not taken or omitted in good faith or which involves intentional misconduct or a knowing violation of applicable law.

This Proxy shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws.

[SIGNATURE PAGE TO FOLLOW]

The foregoing proxy is hereby executed on the date first above written.

[name of entity holding shares]

By: _____

Name:

Title:

Exhibit 99.14

EXECUTION COPY

[ValueAct Letterhead]

To: Misys plc
One Kingdom Street
Paddington
London
W2 6BC
United Kingdom

Date: 9 June 2010

Dear Sirs,

We refer to a proposed disposal (the "**Disposal**"), to be effected pursuant to the Framework Agreement, dated as of the date hereof, between Misys plc, a public limited company incorporated under the laws of England and Wales with registered number 01360027 (the " **Company**") and Allscripts-Misys Healthcare Solutions, Inc. ("**Arsenal**", a Delaware corporation (the "**Framework Agreement**"), details of which will be set out in the circular to be sent by the Company to its shareholders (the "**Shareholder Circular**").

It is intended that the Shareholder Circular will contain a notice of general meeting (the " **General Meeting**") to approve an ordinary resolution approving the Disposal (as a Class 1 transaction under the UK Listing Authority's Listing Rules) (the " **Resolution**").

By this deed we hereby confirm (in the case of paragraph 1 below), represent and warrant (in the case of paragraph 4 below), acknowledge (in the case of paragraph 5 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:

A **Name and registered address of registered holder**	**B** **Number of Shares**
ValueAct Capital Master Fund, L.P.	140,764,642

   (b) we have full discretionary right, capacity and authority to control the exercise of all voting rights attached to the Shares and 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.

2. (a) At the General Meeting of the Company's shareholders at which shareholders will be asked to consider and approve the Resolution, we undertake that:

   (i) we shall vote in respect of the Shares in favour of the Resolution to be proposed at the General Meeting (or any adjournment thereof);

(ii) we shall vote against any proposed adjournment of the General Meeting put to the meeting other than with the Company's prior written consent;

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

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

(v) 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 (i) above.

(b) At or prior to the General Meeting, we shall not (without the prior consent of the Company) 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 Disposal (including, but without limitation, by voting in favour of any competing proposal) or the passing of the Resolution.

3. 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 the Company and based on such information as we have deemed appropriate, made our own analysis and decision to enter into this undertaking.

4. We acknowledge that the Company has not made, and does not make, any representation or warranty, whether express or implied, of any kind or character whatsoever to us.

5. Save as set out in this deed, 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 earlier of: (i) the conclusion of the General Meeting; or (ii) the termination of this undertaking in accordance with paragraph 7 below.

6. 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, the Company 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 (i) the termination of the Framework Agreement, in accordance with its terms, (ii) the board of directors of the Company shall have effected a Shareholder Adverse Recommendation Change (as defined in the Voting Agreement) or (iii) December 9, 2010; and where this deed 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. "Voting Agreement" shall have the meaning set forth in the Framework Agreement.

8. We shall, as promptly as practicable, notify the Company 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.

9. We agree that we will promptly notify the Company in writing upon any representation or warranty given by 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 each of the Company, Arsenal and Eclipsys Corporation ("**Emerald**") to refer to this undertaking in any document, announcement or medium which you are required to release 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 UK Listing Authority the UK Panel on Takeovers and Mergers and the U.S. Securities and Exchange Commission).

11. Any time, date or period mentioned in this undertaking may be extended by mutual agreement in writing between us and the Company if, but only if, such extension is in writing and is signed by each of Arsenal and Emerald, but time shall be of the essence as regards any time, date or period mentioned in this undertaking or as extended by mutual agreement. No provision of this Agreement may be amended or waived, and no consent shall be granted hereunder, without the prior written approval of Arsenal and Emerald.

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 and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law and we hereby submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this undertaking (including a dispute relating to any non-contractual obligations arising out of or in connection with 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 recognised 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
United Kingdom
Telephone: +44 20 7832 7039
Fax: +44 20 7832 7649
Attention: Donald J. Guiney

if to the Company, to:

Misys plc
One Kingdom Street
Paddington
London
W2 6BL
United Kingdom
Telephone: +44 (0)20 3320 5575
Fax: +44 (0)20 3320 1716
Attention: Tom Kilroy

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

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: +1 212 610 6471
Fax: +1 212 610 6399
Attention: A. Peter Harwich

if to Arsenal, to:

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Telephone: +1 800 654 0889
Fax: +1 312 506 1208
Attention: General Counsel

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

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Telephone: +1 312 853 7000
Fax: +1 312 853 7036
Attention: Frederick C. Lowinger; Gary D. Gerstman

and

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: +1 312 558 5600
Fax: +1 312 558 5700
Attention: Robert F. Wall

if to Emerald, to:

Eclipsys Corporation
Three Ravinia Drive
Atlanta, GA 30348
Telephone: +1 404 847 5000
Fax: +1 404 847 5777
Attention: General Counsel

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

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Telephone: +1 404 572 4600
Fax: +1 404 572 5133
Attention: John D. Capers, Jr.; C. William Baxley

16. This undertaking shall not have any effect unless and until we receive the Company's written acceptance of the terms set out in this undertaking.

17. Each of Arsenal and Emerald shall be a third party beneficiary of this Agreement and entitled to enforce each of the provisions hereof.

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

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

/s/ G. Mason Morfit
G. Mason Morfit

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

EXECUTED as a deed by **MISYS PLC**	)	
acting by J. Michael Lawrie, a director	)	/s/ J. Michael Lawrie
in the presence of:	)	Director

Witness's Signature /s/ Jeff Olson

Name: Jeff Olson
Address: c/o Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020

EXECUTED as a deed by **ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**, solely in its capacity as a third-party beneficiary
acting by _____, a _____)
in the presence of:)

/s/ Glen Tullman
Title: CEO

Witness's Signature /s/ Lee A. Shapiro
Name: Lee A. Shapiro
Address: 222 Merchandise Mart
Chicago, IL 60654

EXECUTED as a deed by **ECLIPSYS CORPORATION**, solely in its capacity as a third-party beneficiary
acting by Philip M. Pead, a President and CEO)
in the presence of:)

/s/ Philip M. Pead
Title: President and CEO

Witness's Signature /s/ Cheryl K. Simmons
Name: Cheryl K. Simmons
Address: _____

Exhibit 99.15

EXTENSION AND AMENDMENT AGREEMENT
TO THE SHARED SERVICES AGREEMENT

This Extension and Amendment Agreement to the Shared Services Agreement (this " Amendment") dated as of June ___, 2010 and effective from end of the Initial Service Period (the "Amendment Effective Date") is by and between Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (" Allscripts"), and Misys plc, a public limited company incorporated under the laws of England and Wales (" Misys").

RECITALS

WHEREAS, Allscripts and Misys entered into that certain Shared Services Agreement dated as of March 1, 2009 with an effective date of October 10, 2008 (the "Shared Services Agreement"), providing for, among other things, the provision of certain services to each other; and

WHEREAS, Allscripts and Misys desire to both (i) extend the Shared Services Agreement; and (ii) amend the Shared Services Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and of the mutual covenants and agreements set forth herein and in the Shared Services Agreement, the parties intending to be legally bound hereby agree as follows:

AGREEMENT

1. **Definitions**. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Shared Services Agreement.

2. **Extension**. In accordance with Section 5.1 of the Shared Services Agreement and notwithstanding anything contained therein which might otherwise prevent the parties from so doing, the parties hereby agree to (subject to the amendments provided in Section 3 of this Amendment) extend the terms of the Shared Services Agreement for an additional one-year period from the Amendment Effective Date or until the date upon which the proposed transaction between the parties known as the "Coniston Transaction" (the "Coniston Transaction") closes, whichever is the earlier.

3. **Amendments to the Shared Services Agreement**. Each Schedule is hereby deleted in its entirety and replaced with new Schedules set out in the Annex to this Amendment. Any of the fees, rates or charges set forth in the new Schedules set out in the Annex to this Amendment which are expressed as annual service fees will be pro rated based on the actual period of the extension so as to only charge for services rendered from the Amendment Effective Date until the extension actually expires if such period is less than one (1) year.

4. **Warranty**. Allscripts warrants to Misys that all approvals referred to in Section 11.2 of the Shared Services Agreement have been obtained.

5. **Effect on the Shared Services Agreement**.

(a) On and after the Amendment Effective Date, each reference in the Shared Services Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Shared Services Agreement as amended hereby.

(b) Except as specifically amended by this Amendment, the Shared Services Agreement shall remain in full force and effect and the Shared Services Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects. Upon the execution and delivery hereof, the Shared Services Agreement shall with effective from the Amendment Effective Date be deemed to be amended as hereinabove set forth as fully and with the same effect as if the amendment made hereby was originally set forth in the Shared Services Agreement, and this Amendment and the Shared Services Agreement shall henceforth be read, taken and construed as one and the same instrument, but such amendments and supplements shall not operate so as to render invalid or improper any action heretofore taken under the Shared Services Agreement.

6. **Mutual Release of Claims**. The parties acknowledge and agree that upon execution of this Amendment, each party has either paid or has been invoiced by the other party for all fees, expenses and costs due under the Shared Services Agreement through April 30, 2010 and no other fees or expenses are due or will be invoiced under the Shared Services Agreement in connection with Services delivered on or prior to April 30, 2010. The following releases shall settle all disputes and waive all claims the parties have against each other arising under the Shared Services Agreement on or prior April 30, 2010 (collectively, the "Disputes").

(a) Allscripts, for itself and each of its successors, assigns, parents, subsidiaries, divisions, and affiliated entities, does hereby release, discharge, and covenant not to sue Misys or its successors, assigns, employees, directors, officers, parents, subsidiaries, divisions, and affiliated entities, from any and all claims, demands, causes of action, or requests for relief of any character whatsoever, legal or equitable, known or unknown, developed or undeveloped, anticipated or unanticipated, whether accrued or hereinafter maturing, against the foregoing entities with respect to all Disputes under the Shared Services Agreement arising on or prior April 30, 2010.

(b) Misys, for itself and each of its successors, assigns, parents, subsidiaries, divisions, and affiliated entities, does hereby release, discharge, and covenant not to sue Allscripts or its successors, assigns, employees, directors, officers, parents, subsidiaries, divisions, and affiliated entities, from any and all claims, demands, causes of action, or requests for relief of any character whatsoever, legal or equitable, known or unknown, developed or undeveloped, anticipated or unanticipated, whether accrued or hereinafter maturing, against the foregoing entities with respect to all Disputes under the Shared Services Agreement arising on or prior April 30, 2010.

(c) Nothing contained in this Amendment shall be deemed to constitute any admission or acknowledgement by any of the parties hereto of any wrongful or improper act, conduct, or failure to act, nor any admission of acknowledgement of liability of any kind to any person or entity, and each of the parties hereby expressly denies having engaged in any such conduct and denies the existence of any such liability.

(d) Nothing in this Section 6 shall be deemed to constitute a waiver, release, discharge or covenant not to sue by either party in respect of any fees, expenses and costs: (i) invoiced but not yet paid as at the date of this Amendment for the period through 30 April 2010; or (ii) due under the Shared Services Agreement which are due and payable or become due and payable on or after May 1, 2010.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized officer as of the day and year first above written.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

MISYS PLC

By: /s/ Tom Kilroy
Name: Tom Kilroy
Title: Company Secretary

ANNEX

Exhibit 99.16

AGREED FORM

TRANSITIONAL SERVICES AGREEMENT

by and between

MISYS PLC

and

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC

dated as of [•], 2010

TRANSITIONAL SERVICES AGREEMENT

THIS TRANSITIONAL SERVICES AGREEMENT (this "Agreement"), dated as of [_____], 2010, between Misys plc, a public limited company incorporated under the laws of England and Wales ("Manchester"), and Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation ("Arsenal").

W I T N E S S E T H :

WHEREAS, Manchester acquired direct and indirect ownership of approximately fifty-four and one-half percent (54.5%) of the then issued and outstanding Arsenal Shares pursuant to an agreement and plan of merger, dated March 17, 2008, entered into by and among Manchester, AM LLC, Allscripts Healthcare Solutions Inc. and Patriot Merger Company, LLC;

WHEREAS, Manchester and Arsenal entered into a Framework Agreement dated as of June 9, 2010 (the " Framework Agreement") pursuant to which Manchester and Arsenal agreed, among other things and subject to certain conditions, to reduce Manchester's existing indirect shareholding in Arsenal through (i) a repurchase by Arsenal of Arsenal Shares held indirectly by Manchester through its subsidiaries and (ii) a secondary public offering by subsidiaries of Manchester of additional Arsenal Shares (the transactions described in clauses (i) and (ii), the " Coniston Transaction"); and

WHEREAS, following the occurrence of, and subject to the closing of, the Coniston Transaction (the " Coniston Closing"), Manchester and Arsenal each desire to provide, or cause to be provided, to the Recipients indicated on the Schedules hereto, and such Recipients desire to accept and receive, the Services and other services and rights set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manchester and Arsenal agree as follows:

1. **Definitions and Interpretation**

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1:

"**AAA**" has the meaning specified in Section 10.2.

"**Action**" 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.

"**Additional Service**" has the meaning specified in Section 2.1(b).

"**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 and for the avoidance of doubt (i) neither Arsenal nor any of its Subsidiaries shall be treated as Affiliates of Manchester or any of its other Subsidiaries (other than Arsenal and its Subsidiaries) and (ii) neither Manchester nor any of its Subsidiaries (other than Arsenal and its Subsidiaries) shall be treated as Affiliates of Arsenal or any of its Subsidiaries.

"**Agreement**" has the meaning specified in the first paragraph.

"**Amended and Restated Relationship Agreement**" means the amended and restated relationship agreement, dated on or about the date of this Agreement, between Arsenal and Manchester.

"**Arsenal**" has the meaning specified in the first paragraph and includes its permitted successors and permitted assigns.

"**AM LLC**" means Allscripts-Misys Healthcare Systems LLC (formally known as Misys Healthcare Systems LLC), a North Carolina limited liability company.

"**Arsenal Shares**" means the issued and outstanding shares of common stock of Arsenal, par value $0.01 per share.

"**Confidential Information**" has the meaning specified in Section 4.1.

"**Contract**" means a contract, agreement, arrangement or lease, whether written or oral.

"**Dispute Date**" has the meaning specified in Section 10.1.

"**Effective Date**" has the meaning specified in Section 5.1.

"**Executives**" means Manchester's Stephen Wilson and Arsenal's Bill Davis or such other persons as each of Manchester and Arsenal shall designate from time to time.

"**Expenses**" means any and all expenses incurred in connection with investigating, defending or asserting any Action incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

"**Fees**" means, with respect to any given Service, (a) charges for the provision of such Service and (b) reasonable out-of-pocket expenses (which, for the avoidance of doubt, shall not include allocations for overhead or similar general operating expenses) incurred by a Provider on behalf of a Recipient in the provision of such Service (regardless of whether such reasonable out-of-pocket expenses are listed on any Schedule); provided, that any such out-of-pocket expenses that are not set forth on the relevant Schedule (i) for Manila Support Services individually in excess of $2,000 or in the aggregate in excess of $10,000 per fiscal quarter shall require the prior consent of the Recipient to be a "Fee" hereunder and (ii) for other Schedules individually in excess of $5,000 or in the aggregate in excess of $20,000 per fiscal quarter shall require the prior consent of the Recipient to be a "Fee" hereunder, and provided, further, that the aggregate of all out-of-pocket expenses not set forth on a Schedule for all Services shall not exceed $500,000 per Service Period.

"**Financial Services**" has the meaning specified in Schedule A.

"**Force Majeure**" has the meaning specified in Section 12.12.

"**Framework Agreement**" has the meaning specified in the third paragraph.

"**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.

"**Indemnified Party**" and "**Indemnified Parties**" have the meanings specified in Section 7.1.

"**Indemnifying Party**" has the meaning specified in Section 7.1.

"**Information Systems Services**" has the meaning specified in Schedule D.

"**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.

"**Liability**" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising (unless otherwise specified in this Agreement), including all reasonable out-of-pocket costs and reasonable attorneys' fees and expenses relating thereto, and including those debts, liabilities and obligations arising under any Law, and those arising under any Contract, commitment or undertaking.

"**Loss**" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, fees, expenses, deficiencies, or other charges, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown (including the costs and expenses of any and all Actions, demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any such Actions or threatened Actions).

"**Manila Support Services**" has the meaning specified in Schedule C.

"**Manchester**" has the meaning specified in the first paragraph and includes its permitted successors and permitted assigns.

"**Open Source Software License Agreement**" has the meaning specified in the Proprietary Software License Agreement.

"**Overdue Rate**" means the prime rate of interest as published in the *Wall Street Journal* on the date a payment hereunder was due plus one percent (1%).

"**Party**" means Manchester or Arsenal as the context may require.

"**Parties**" means Manchester and Arsenal together.

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

"**Proprietary Software License Agreement**" means the Proprietary Software License Agreement, dated as of October 10, 2008, between Misys Open Source Solutions LLC and AM LLC.

"**Provider**" means an entity providing a Service hereunder, as indicated on the Schedules hereto. Manchester, Arsenal or any of their respective Affiliates may serve as a Provider hereunder.

"**Provider Invoice**" has the meaning specified in Section 3.2.

"**Provider Party**" means either Manchester (if the Provider is Manchester or an Affiliate of Manchester) or Arsenal (if the Provider is Arsenal or an Affiliate of Arsenal).

"**Provider Service Manager**" has the meaning specified in Section 2.3(a).

"**Provider Software**" means all computer systems, software programs and databases and external data services used by a Provider (i) prior to the date hereof in providing services to a Recipient or (ii) in the performance of Services hereunder.

"**R&D Services**" has the meaning specified in Schedule B.

"**Recipient**" means an entity receiving a Service hereunder, as indicated on the Schedules hereto. Manchester, Arsenal or any of their respective Affiliates may be a Recipient hereunder.

"**Recipient Data**" means all correspondence, communications, memos, e-mails, electronic or paper records, electronic or paper documents or other information, including but not limited to client databases, pricing, collections, and any other financial information, prepared or generated by any Provider with respect to any Recipient or its businesses during the term of this Agreement contained in such Provider's data files or systems, any additions or modifications made thereto by Provider in the course of performing Services under this Agreement, and any output data resulting from the delivery of Services by Provider.

"**Recipient Party**" means either Arsenal (if the Recipient is Arsenal or an Affiliate of Arsenal) or Manchester (if the Recipient is Manchester or an Affiliate of Manchester).

"**Recipient Service Manager**" has the meaning specified in Section 2.3(a).

"**Records**" has the meaning specified in Section 3.3(a).

"**Schedule**" means any schedule attached hereto.

"**Service End Date**" as it relates to each Service has the meaning specified in the relevant Schedule for that Service.

"**Service Manager**" has the meaning specified in Section 2.3(a).

"**Service Period**" has the meaning specified in Section 5.1.

"**Services**" has the meaning specified in Section 2.1(a).

"**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.

"**Subsidiary**" means, with respect to any Person, another Person of which more than 50% of any class of capital stock, voting securities, other voting ownership or voting partnership interests (or, if there are no such voting interests, more than 50% of the equity interests) are owned or controlled, directly or indirectly, by such first Person.

"**Tax Services**" has the meaning specified in Schedule E.

"**Third Party**" has the meaning specified in Section 2.8(a).

"**Third Party Consent**" has the meaning specified in Section 2.8(a).

"**Third Party Fee**" has the meaning specified in Section 2.8(c).

"**Trademark and Trade Name License Agreement**" means the trademark and trade name license agreement dated October 10, 2008 between Manchester as licensor and AM LLC as licensee.

"**Trademark and Trade Name Sublicense Agreement**" means the trademark and trade name sublicense agreement dated October 10, 2008 between AM LLC as licensor and Arsenal as sublicensee.

"**Transition and Migration Plan**" has the meaning specified in Section 5.4(c).

1.2 Interpretation.

(a) In this Agreement, unless the context clearly indicates otherwise:

(i) words used in the singular tense include the meanings of those words in the plural tense, and words used in the plural tense include the meanings of those words in the singular tense;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(iii) reference to any gender includes the other gender;

(iv) the words "include", "includes" and "including" shall each be deemed to be followed by the term "without limitation";

(v) reference to any section, paragraph, exhibit or schedule means such section or paragraph of, or such exhibit or schedule to, this Agreement, as the case may be, and references in any section or definition to any clause means such clause of such section or definition;

(vi) the words "herein," "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(vii) reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and

modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(viii) reference to any Law (including statutes and ordinances) means such Law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(ix) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including";

(x) in the event of any conflict between the provisions of the body of this Agreement and the Schedules hereto, the provisions of the relevant Schedule shall control, unless a Schedule or this Agreement expressly provides otherwise;

(xi) the titles and sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement; and

(xii) any portion of this Agreement obligating a Party to take any action or refrain from taking any action, as the case may be, shall mean that such Party shall also be obligated to cause its relevant Affiliates or subcontractors to take such action or refrain from taking such action, as the case may be.

(b) This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against either Party shall not apply to any construction or interpretation hereof.

2. **Provision and receipt of Services**

2.1 General. (a) Each Provider hereunder shall provide to the relevant Recipient(s) hereunder, in accordance with the terms hereof and the Schedules, the following services solely for use in the business of such Recipient and its Affiliates:

(i) Financial Services (as defined in Schedule A);

(ii) R&D Services (as defined in Schedule B);

(iii) Manila Support Services (as defined in Schedule C);

(iv) Information Systems Services (as defined in Schedule D); and

(v) Tax Services (as defined in Schedule E),

(collectively, the "Services," and each individually, including each individual service forming a part thereof, a " Service").

(b) Additional Services. Notwithstanding anything to the contrary contained herein, if either Party becomes aware of any service (each, an " Additional Service"), which is

not already being provided pursuant hereto, and such service was provided by Manchester or its Subsidiaries to Arsenal or a subsidiary of Arsenal or by Arsenal or its Subsidiaries to Manchester or a Subsidiary of Manchester prior to the date hereof, then such Party shall notify the other Party in writing of any such services and the Parties shall, for thirty (30) days thereafter, negotiate in good faith an amendment or modification hereto regarding the scope, terms, duration and cost and fees therefor, which shall be no less favorable to the designated Recipient than the terms on which such service was previously provided, and if the Parties cannot reach an agreement on such terms prior to such thirtieth day, such service shall not be added hereto as an Additional Service. Once agreed, any such Additional Service shall be a "Service" for all purposes of this Agreement and the Parties shall amend this Agreement accordingly. Until the execution of any such amendment, neither the Provider Party nor its Affiliates shall be obligated to provide any such Additional Service.

2.2 Standard of Care. In the performance of the Services, a Provider shall perform the Services at a service level equal to or better than the current service level for that particular Service as provided by a Provider to itself or its Affiliates; provided that with respect to a particular Service, the Provider and Recipient may agree on a specific service level relevant to such Service, consistent with this general principle, which will be set forth as part of the relevant Schedule. During the transition period, the Services shall be provided at the same service levels, and using the same personnel, as provided prior to the Effective Date. To the extent any such personnel used in the provision of the Services ceased to be employed or engaged by the Provider following the Effective Date, then the Provider shall notify the Recipient and, if requested by the Recipient, the Provider shall provide the same number of replacement personnel as is required to replace those who have left at no additional cost to the Recipient unless otherwise specified in the relevant Schedule for such Service or otherwise agreed between the Provider and the Recipient.

2.3 Service Managers.

(a) Each Provider and Recipient shall designate one or more of its employees or representatives to be manager for each of the categories of Services listed in Section 2.1(a) herein (each, a "Provider Service Manager", "Recipient Service Manager" or "Service Manager", as applicable). Each Service Manager shall be listed in the Schedules hereto or shall otherwise be appointed, and the other Party shall be notified of such appointment, promptly after the date hereof. Each Provider Service Manager's responsibilities for his or her identified Services shall include:

(i) supervising the performance of a Provider's obligations (including performance of Services); and

(ii) communicating or meeting with the corresponding Recipient Service Manager as reasonably necessary to review progress and to resolve any issues relating to the Services.

(b) Each Recipient Service Manager's responsibilities for his or her identified Services shall include: (i) supervising the Recipient's performance of its responsibilities with respect to the Services; and (ii) communicating or meeting with the corresponding Provider Service Manager as reasonably necessary to review progress and to resolve any issues relating to the Services.

(c) If a Service Manager of either Party is unable to continue to serve in such capacity or if either Party elects to change a Service Manager, such Party shall appoint a successor Service Manager and promptly notify the other Party of such appointment.

2.4 Affiliates. The Provider Party remains responsible for the performance of any of its Affiliates of the Services. A Provider may subcontract any of its obligations in relation to the provision of any Service or component thereof to any of its Affiliates; provided that such Affiliate shall be subject to the standard of care set forth in Section 2.2 and that the Provider Party remains responsible for such performance of such Service or component thereof by such Affiliate at the same standard of care set forth herein for the Services.

2.5 Recipient Obligations. To enable a Provider to provide the Services, a Recipient shall provide or cause to be provided, at its sole cost and expense, such information and materials, furnish access to such data, personnel, software licenses and other resources, and take such other actions as are reasonably necessary for the Provider to provide the Services.

2.6 Compliance with Laws. A Provider shall have no obligation to engage in any unlawful activity in connection with the provision of the Services. In the event that either Party becomes aware of a change in the Law applicable to a Service, each shall notify the other and negotiate in good faith how to change the Service to accommodate the change in applicable Law (including cost). If after fifteen (15) days the Parties are unable to agree on how the Services are to be changed in order to accommodate the change in Law, then the Provider may terminate the Services or such component thereof immediately upon giving written notice without any further liability or obligation other than the payment of Fees for such Services or components thereof provided through the date of such termination. In performing the Services, the Provider Party and any Provider shall comply in all material respects with all Laws that apply to the performance of the same.

2.7 Limited License. Subject to the terms and conditions of this Agreement, the Provider Party hereby grants to the Recipient Party a nonexclusive, terminable, limited right and license (or sublicense, as the case may be) to access and/or use the Provider Software solely in connection with the receipt of the Services hereunder to the extent that the Recipient Party requires access and use of the same; provided that the grant of such license or sublicense for any piece of Provider Software is conditioned upon the terms (if any) of the consent to use such software previously granted by a third-Person (should third-Person consent be applicable in the circumstances) and any such license to Provider Software shall automatically terminate on the relevant Service End Date without the parties having to take any further action. The software covered by the Proprietary Software License Agreement or the Open Source Software License Agreement shall be governed by the terms of such agreements, as applicable, and not by this Section 2.7. If a Recipient declines to pay the third-Person consent costs as noted above, the Provider shall not be obligated to grant the applicable license or sublicense and the Recipient may, at its option, terminate the Service with respect to which such consent was being sought following 45-days notice to the Provider Party of its intent to do so without any further liability or obligation other than the payment of Fees for such Services provided through the date of such termination. All rights in and to the Provider Software not specifically granted herein are reserved by the Provider Party and its Affiliates, as applicable.

2.8 Third Party Consents.

(a) The Parties shall cooperate with each other and shall use commercially reasonable endeavors to obtain the consent of third parties (each a **Third Party**) which

are necessary or desirable (i) to permit the Services to be provided, enjoyed or used in accordance with the terms of this Agreement or (ii) to achieve the separation of any other services or benefits provided by a Third Party to either or both of the Parties (each a **Third Party Consent**).

(b) Each Party shall be responsible for its own internal personnel and related costs and external professional costs incurred in relation to obtaining each Third Party Consent.

(c) If a Third Party requests the payment of a fee as a condition precedent for granting a Third Party Consent or the Third Party grants a Third Party Consent subject to an increase in the fees payable to that Third Party (in each case, a **Third Party Fee**), then the Parties shall negotiate in good faith as to whether the relevant contract with that Third Party shall be terminated in accordance with its terms and the Parties shall bear any costs associated with such termination in proportion (as at the Effective Date) to each Party's use of such Third Party's services or contract. If the Parties agree (each acting reasonably) that the relevant contract shall continue, then the Parties shall bear the Third Party Fee in proportion (as at the Effective Date) to each Party's use of such Third Party's services or contract.

3. **Fees; Invoicing and Payment**

3.1 Fees Generally. The relevant Recipient or Recipient Party shall pay the relevant Provider or Provider Party the amounts set forth in Schedule A in consideration for the Financial Services, the amounts set forth in Schedule B in consideration for the R&D Services, the amounts set forth in Schedule C in consideration for the Manila Support Services; the amounts set forth in Schedule D in consideration for the Information Systems Services and the amounts set forth in Schedule E in consideration for the Tax Services. With respect to Fees charged by Manchester or any of its Affiliates, such Fees will use the Manchester budgeted exchange rates for the then-applicable fiscal period. For purposes of clarification, all Fees set out in the Schedules to this Agreement are specified and payable in U.S. dollars and are not subject to change due to exchange rates or currency fluctuations.

3.2 Payments. The Provider Party shall submit or cause to be submitted to the Recipient Party or a Recipient, within thirty (30) business days following the end of each calendar month, an invoice specifying the Fees for and nature of each of the Services provided during the relevant month (each, a " Provider Invoice"). The Provider Party shall, and shall cause its Affiliates to, provide the Recipient Party with such books and records as are necessary to support the amounts in the relevant Provider Invoice as the Recipient Party may reasonably request from time to time. The Recipient Party shall pay or cause to be paid in full the amounts due under each Provider Invoice within fifteen (15) days after receipt of such Provider Invoice and such payment shall be accompanied by a copy of the applicable Provider Invoice. Any portion of the amount due on any Provider Invoice not paid within such fifteen (15) day period shall bear interest at the Overdue Rate, calculated on an annualized basis based on a 360-day year comprised of twelve (12) thirty day months, until paid in full. All amounts invoiced on Provider Invoices shall be in United States (U.S.) dollars, unless otherwise agreed upon by the Parties.

3.3 Records and Access to Records.

(a) Each Party agrees to maintain, and to cause its applicable Affiliates to maintain, books and records arising from or related to any Services provided hereunder that are

accurate and complete in all material respects during the term of each Service and for a period of four (4) years following the termination or expiration of such Service, including but not limited to accounting records and documentation produced in connection with the rendering of any Service and in the calculation of any compensation payable pursuant hereto (the " Records").

(b) During the term hereof and for one year thereafter, no more than once during each six month period in each fiscal year, the Recipient Party shall have the right to audit the Records of the Provider Party and its Affiliates pertaining to the Services received during that fiscal year. The Recipient Party may use an independent auditor to perform any such audit that is reasonably acceptable to the Provider Party. Prior to the Recipient Party using an independent auditor, such independent auditor shall enter into an agreement with the Parties, on terms that are agreeable to both Parties, under which such independent auditor agrees to maintain the confidentiality of the information and materials reviewed during the course of such audit. The findings of such audit shall be considered Confidential Information for the purposes of this Agreement.

(c) Any audit shall be conducted during regular business hours and in a manner that does not interfere unreasonably with the operations of the Provider Party or its Affiliates. Each audit shall begin upon the date agreed by the Parties, but in no event more than ten (10) days after notice from the Recipient of such audit, and shall be completed as soon as reasonably practicable. The Recipient Party shall pay or cause to be paid the costs of conducting such audit, unless the results of an audit reveal an overpayment of the applicable audited Service of 7.5% or more, in which case, the Provider Party shall pay or cause to be paid the lesser of the pro-rata portion of the audit fees for auditing such Service or an amount equal to the amount of the overpayment. If the audit concludes that an overpayment or underpayment has occurred during the audited period, such payment shall be remitted by the Party or its Affiliate responsible for such payment to the other Party or its Affiliate to whom such payment is owed within thirty (30) days after the date such auditor's written report identifying the overpayment or underpayment is delivered to the Party who is, or whose Affiliate is, responsible for such payment, provided that should the Provider Party dispute the findings of an audit conducted by the Recipient Party without the use of an independent auditor, the Provider Party may withhold any disputed amounts due to the Recipient Party pursuant to this Section 3.3(c) pending the resolution of such dispute in accordance with Section 10 hereof. Any such finally determined overpayment or underpayment shall bear interest at the Overdue Rate, calculated on an annualized basis based on a 360-day year comprised of twelve thirty day months, from the date such overpayment or underpayment occurred until paid in full.

(d) In connection with any audit, the Provider Party shall provide the Recipient Party and the auditors of the Recipient Party who have executed a confidentiality agreement in accordance with Section 3.3(b) reasonable access to Records (and permit the Recipient Party and the Recipient Party's auditors to examine and make copies and abstracts from such Records), facilities and management personnel and subcontractors (if applicable) with respect to the relevant Services for the purpose of: (A) performing the Recipient Party's end of fiscal quarter or end of fiscal year financial closing process, and to prepare the related financial statements and accounting reports, or to revise any financial statements and accounting reports for any prior periods; or (B) performing audits and inspections of the relevant businesses necessary to meet applicable regulatory requirements, including Section 404 of the Sarbanes-Oxley Act of 2002.

(e) Upon written request from the other Party, each Party shall provide the other Party reasonable access to the Records and relevant personnel during the term of each Service (and, for a period of four (4) years following the termination or expiration of such Service, for purposes of defending any litigation, the preparation of income and other tax returns, demonstrating to any third-Person as reasonably necessary compliance with applicable laws or regulations or pursuant to the request of any applicable regulatory authority); provided, however, that each Party shall bear its own expenses in connection therewith (including out of pocket expenses), such access shall be provided at a reasonable time, under the supervision of such first Party's or its Affiliates' personnel and in such a manner as not to interfere unreasonably with the normal operation of such first Party's or its Affiliates' businesses, and shall be subject to any confidentiality obligations on the part of the first Party or its Affiliates to any third Person, and provided further that nothing herein shall require any Party to provide the other Party access to any information contained in any Record that does not relate to the relevant Services. Such access shall include the right to examine and copy Records to the extent relating to the relevant Services, subject to the confidentiality obligations set forth in Section 4 herein.

3.4 Taxes. The Fees set forth in the Schedules do not include any sales, value-added, goods and services, or similar taxes of any nature imposed by any federal, state, local or foreign jurisdiction. If a Provider or the Provider Party has the legal obligation to collect and/or pay any such taxes with respect to provision of Services under this Agreement, the amount of (and the jurisdiction imposing) such taxes shall be added to the Provider Invoice to a Recipient or the Recipient Party, separately stated, and shall be paid by a Recipient or the Recipient Party to a Provider or the Provider Party; provided that (a) in the case of value-added taxes, a Recipient or the Recipient Party shall not be obligated to pay such taxes unless a Provider or the Provider Party has issued to a Recipient or the Recipient Party a valid value-added tax invoice in respect thereof, and (b) in the case of all such taxes, a Recipient or the Recipient Party shall not be obligated to pay such taxes if and to the extent that a Recipient or the Recipient Party has provided any exemption certificates or other applicable documentation that would eliminate or reduce the obligation to collect and/or pay such taxes. If a Provider or the Provider Party does not have the legal obligation to collect and/or pay any such taxes with respect to the provision of Services to a Recipient or the Recipient Party hereunder, a Recipient or the Recipient Party does have such legal obligation with respect to such taxes, and the amount of such taxes has not been added to the Provider Invoice to a Recipient or the Recipient Party, a Recipient or the Recipient Party shall pay the invoiced amount to a Provider or the Provider Party without reduction for such taxes and shall pay to the applicable federal, state, local or foreign jurisdiction the amount of such taxes due to such jurisdiction. With respect to each Service, a Recipient and the Recipient Party shall hold the Provider(s) and the Provider Party harmless from any sales, value added, goods and services, or similar taxes of any nature imposed by any federal, state, local or foreign jurisdiction with respect to such Service or payments under this Agreement with respect to such Service; provided that in the event a Provider or the Provider Party is obligated by law to add any such taxes to a Provider Invoice and fails to do so, neither the Recipient nor the Recipient Party shall be responsible for any penalties imposed as a result of such failure.

4. **Confidentiality**

4.1 Confidential Information. "Confidential Information" of a Party means all business, operational, customer, employee, technological, financial, commercial and other proprietary information and materials disclosed by a Party and its Affiliates to the other Party, its Affiliates and third-Person vendors pursuant to this Agreement, and shall include all information and

materials that: (a) are contained in any of the Schedules to this Agreement; (b) relate to the determination of the Fees; (c) are obtained by the other Party after the date hereof in the course of the receipt or provision of any of the Services; (d) embody or otherwise summarize Confidential Information; or (e) are identified in writing by the disclosing Party as confidential and/or proprietary.

4.2 Confidentiality Obligations. Except as expressly authorized by prior written consent of the disclosing Party, the receiving Party shall:

(a) limit access to any Confidential Information of the other Party received by it to its and its Affiliates' directors, officers, employees, subcontractors, agents and representatives, including third-Person vendors, who need to know in connection with this Agreement and the obligations of the Parties hereunder;

(b) advise such directors, officers, employees, subcontractors, agents and representatives, including third-Person vendors, having access to the Confidential Information of the other Party of the proprietary nature thereof and of the obligations set forth in this Agreement and confirm their agreement that they will be bound by such obligations (provided that no individual may perform R&D Services within India or Manila Support Services within Manila, Philippines without previously having executed a written non-disclosure agreement with a Party or its Affiliate);

(c) safeguard all Confidential Information of the other Party received using a reasonable degree of care, but not less than that degree of care used by the receiving Party in safeguarding its own similar information or material;

(d) comply in all material respects with all applicable: (i) Laws relating to maintaining the confidentiality of the Confidential Information of the other Party; and (ii) privacy policies provided to the receiving Party relating to Confidential Information of the disclosing Party;

(e) except as set forth in this Agreement, not reproduce or use any Confidential Information of the other Party or disclose the Confidential Information of the other Party to any other Person without the prior written consent of the other Party; and

(f) use the Confidential Information of the other Party only for the purposes and in connection with the performance of the receiving Party's obligations set forth in this Agreement.

4.3 Exceptions. Notwithstanding the obligations set forth in Section 4.2, the obligations of confidentiality, non-use and non-disclosure imposed under this Section 4 shall not apply to any Confidential Information of the other Party:

(a) that the recipient can demonstrate has been published or otherwise been made available to the general public without breach of this Agreement;

(b) that the recipient can demonstrate has been furnished or made known to the recipient without any obligation to keep it confidential by a third Person under circumstances which are not known or should not have reasonably been known to the recipient to involve a breach of the third Person's obligations to a Party hereto;

(c) that the recipient can demonstrate was developed or acquired independently by an employee or agent of the recipient without access to or use of Confidential Information of the other Party furnished to the recipient pursuant to this Agreement;

(d) that the recipient can demonstrate it is explicitly entitled to disclose pursuant to the Amended and Restated Relationship Agreement; or

(e) that the recipient can demonstrate was also provided to it, independent of this Agreement, in its capacity as a director or shareholder of the other Party and is governed by confidentiality obligations in its capacity as such.

4.4 HIPAA Obligations. Each Party acknowledges that certain Recipient Data of the other Party may constitute "protected health information" subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and that the other Party may be considered a "business associate" to customers that are "covered entities" under HIPAA. Each Party shall treat all such Recipient Data as Confidential Information of the other Party hereunder, regardless of whether such information is aggregated or otherwise "de-identified" (as that term is defined under HIPAA). Each Party acknowledges that it has executed a business associate subcontractor agreement.

4.5 Data Security. The Provider Party shall use commercially reasonable efforts to protect the physical security and electronic security of the equipment utilized to provide the Services to the Recipient Party that contains Recipient Data. In the event of a breach or suspected breach of security of any system, website, database, equipment or storage medium or facility that results or could result in unauthorized access to Recipient Data by any third party (including any employee or subcontractor of the Provider Party that is not authorized to access such information), the Provider Party shall notify the Recipient Party as promptly as is reasonably possible under the circumstances and make commercially reasonable efforts to resecure its systems promptly. The Provider Party shall treat any information related to such security incident(s) as the Recipient's Confidential Information. The Provider Party agrees to provide reasonable cooperation to the Recipient Party and any applicable government agency in investigating and resolving any such security incident.

4.6 Injunctive Relief. Each Party acknowledges that the disclosing Party would not have an adequate remedy at Law for the breach of any one or more of the covenants contained in this Section 4 and agrees that, in the event of such breach, the disclosing Party may apply to a court for an injunction to prevent breaches of this Section 4 and to enforce specifically the terms and provisions of this Section 4.

4.7 Disclosure Required by Law. The provisions of this Section 4 shall not preclude disclosures required by Law; provided, however, that each Party shall use reasonable efforts to notify the other Party prior to making any such disclosure, in order to permit the other Party to take such steps as it deems appropriate to minimize any loss of confidentiality.

5. **Term and Termination**

5.1 Term. The term for each of the Services shall begin on the date hereof (the " Effective Date") and shall continue in effect until the Service End Date (such period being the "Service Period" for each Service). Notwithstanding the foregoing or anything to the contrary contained in this Agreement, no Service shall continue to be provided beyond the Service End Date for the

particular Service and this Agreement shall automatically terminate when each Service End Date has been reached if it has not been terminated beforehand in accordance with its terms.

5.2 Termination of a Particular Service or Component Thereof. At any time:

(a) either Party may terminate its rights and obligations with respect to the provision of a Service or any component thereof effective thirty (30) days following notice to the other Party if the other Party materially defaults in the performance of any of its obligations contained in this Agreement for such Service or component thereof, as applicable, and such default is not remedied to the reasonable satisfaction of the nondefaulting Party within such notice period; and

(b) any specific Service or part thereof shall be subject to termination at the election of the Recipient Party upon providing the relevant amount of advance notice specified for termination in the relevant Schedule to the Provider Party. Any termination of this Agreement with respect to any Service (or part thereof) shall not terminate this Agreement with respect to any other Service or any other services then being provided under this Agreement.

5.3 Consequences of Termination of this Agreement or Termination of any of the Services or any Component Thereof. Upon termination of this Agreement, any of the Services or any component thereof:

(a) the Parties shall cooperate with each other as is reasonably necessary to transition the provision of the applicable Services or components thereof to the Recipient or its designee, provided that in no case shall the Providing Party be required to undergo any cost or expense in satisfying this Section 5.3(a);

(b) such termination shall not affect either Party's, or either Party's Affiliates', rights (subject to Section 6.3(b)(i)) to payment or refunds for Services or components thereof that have been provided or paid for by that Party or its Affiliates prior to such termination;

(c) except as otherwise provided herein, each Party shall and shall cause its Affiliates to use reasonable efforts to, at the other Party's option, destroy or return to the other Party all records obtained by such Party in the course of performing such Services or components thereof, as applicable, containing Confidential Information of the other Party that are then in the possession or control of such Party or its Affiliates; provided, however, that archived records may be retained. If either Party or any of their respective Affiliates destroys any record pursuant to this Section 5.3(c), such Party shall provide the other Party with written confirmation of any such destruction; and

(d) the Parties shall no longer be required to provide the Services (save as pursuant to any Transition and Migration Plan (if any)).

5.4 Transition and Migration Upon Discontinuation or Termination.

(a) In preparation for the discontinuation of any Service provided under this Agreement, the Provider Party shall, and shall cause its Affiliates to, consistent with its obligations to perform the Services hereunder and with the cooperation and commercially reasonable assistance of the Recipient Party, take such steps as are

reasonably requested in order to facilitate a smooth, efficient and prompt transition and/or migration of the data, records and responsibilities of the Services to the Recipient Party so as to avoid a disruption of services; provided, however, that in no event shall the Provider Party or any of its Affiliates be required to do anything that would interfere with its ability to perform its obligations with respect to the Services hereunder unless the Recipient Party expressly agrees in writing to be executed by both Parties to waive any claim it may have that the Provider Party or the relevant Affiliate is in breach in its performance obligations due to the interference in the Services caused by such assistance. The Parties shall use all commercially reasonable efforts to complete such transition and/or migration prior to the effective date of the expiration or termination of the applicable Service Period or the termination of this Agreement or on such expedited or extended schedule to which the Parties shall mutually agree in writing.

(b) In preparation for the discontinuation of any Service or termination of this Agreement for any reason, the Provider Party shall, and shall cause its Affiliates to, (i) transfer to the Recipient Party, and the Recipient Party shall take possession of, all of the Recipient Party records, files and Recipient Party data related to the provision of the Services to the Recipient Party and (ii) provide systems and software assistance and personnel training so as to enable the Recipient Party to transition efficiently and migrate such Recipient Party records, files and Recipient Party data in satisfying its ongoing needs for which Services have been provided by the Provider Party and its Affiliates hereunder; provided that any services provided by the Provider Party and its Affiliates pursuant to this Section 5.4(b) shall be consistent with the Provider Party's and its Affiliates' agreements with third Persons and are conditioned upon the Provider Party's or its Affiliate's receipt of any necessary third-Person consents, which the Provider Party and its Affiliates shall use commercially reasonable efforts to obtain.

(c) Upon receipt by the Provider Party of the Recipient Party's reasonable request for transition and migration assistance in accordance with this Section 5.4, the Parties shall negotiate in good faith a plan under which such transition and migration assistance will be provided (each such plan, a " Transition and Migration Plan"). Each Transition and Migration Plan shall include a schedule for the transition and migration work and the costs to be incurred by each Party and their respective Affiliates in performing transition and migration activities. The Recipient Party shall pay such costs of transition and migration activities incurred by either Party or its Affiliates pursuant to this Section 5.4.

5.5 Survival. Upon termination of this Agreement for any reason, Sections 1, 3, 4, 5.3, 5.4, 5.5, 6, 7, 8, 10 and 12 shall survive.

6. **Disclaimer; Limitations of Liability; Remedies**

6.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

6.2 Limitations of Liability.

(a) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE,

FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, THAT IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE HEREUNDER, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE AWARDED TO A THIRD PERSON, WHICH AWARD SHALL BE SUBJECT TO THE LIMITATIONS IN SECTION 6.2(b) APPLICABLE TO A THIRD PERSON.

(b) THE AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID OR PAYABLE TO OR BY SUCH PARTY OR ITS AFFILIATES UNDER THIS AGREEMENT WITH RESPECT TO THE RELEVANT SERVICE SCHEDULE UNDER WHICH THE INDEMNIFICATION OBLIGATION ARISES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE INDEMNIFICATION OBLIGATION ARISES FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OR RECEIPT OF THE SERVICES COVERED BY THE RELEVANT SERVICE SCHEDULE UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY SHALL BE LIMITED TO THREE (3) TIMES THE TOTAL AMOUNTS PAID OR PAYABLE TO OR BY SUCH PARTY OR ITS AFFILIATES UNDER THIS AGREEMENT WITH RESPECT TO THE RELEVANT SERVICE SCHEDULE UNDER WHICH THE INDEMNIFICATION OBLIGATION ARISES; PROVIDED, FURTHER, HOWEVER, THAT THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO DAMAGES FINALLY AWARDED TO A THIRD PERSON BY A COURT, TRIBUNAL, ARBITRATOR OR JURY OR SUBJECT TO A SETTLEMENT APPROVED IN WRITING BY THE INDEMNIFYING PARTY THAT RESULT FROM A THIRD PERSON CLAIM FOR PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH) OR A BREACH BY THE INDEMNIFYING PARTY OR AN AFFILIATE OF ITS OBLIGATION TO MAINTAIN AS CONFIDENTIAL THE PROTECTED HEALTH INFORMATION OF SUCH THIRD PERSON, WHICH SHALL INSTEAD BE LIMITED TO THE TOTAL AMOUNTS PAID OR PAYABLE TO OR BY SUCH PARTY OR ITS AFFILIATES UNDER THIS AGREEMENT.

(c) FOR THE AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE AND AGREE THAT CERTAIN EVENTS AND CLAIMS (INCLUDING LOST DATA, BUSINESS INTERRUPTION AND CLAIMS OF CLIENTS OR CUSTOMERS) COULD RESULT IN SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AS WELL AS DIRECT DAMAGES. IF SUCH DAMAGES ARE DIRECT, SUCH DAMAGES SHALL BE COVERED BY SECTION 6.2(b). IF SUCH DAMAGES ARE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE, SUCH DAMAGES SHALL BE COVERED BY SECTION 6.2(a).

6.3 Failure to Perform Services.

(a) Notice. If the Provider Party or any of its Affiliates fails to perform any of the Services or any component thereof at the service level set forth in Section 2.2 of this Agreement and the Schedules hereto, if applicable, and such failure by the Provider Party or any of its Affiliates is not due to any breach by the Recipient Party or its Affiliates of their respective obligations hereunder, the Recipient Party may notify the

Provider Party of such failure and request that the Provider Party correct such failure within thirty (30) days after notice thereof.

(b) Failure to Remedy. If the Recipient Party notifies the Provider Party as set forth in Section 6.3(a), and the Provider Party has not corrected such failure in the time frame set forth in Section 6.3(a), the Recipient Party may:

(i) withhold payment, or cause its Affiliate to withhold payment, for such Services or component thereof or seek a refund for Fees already paid for such Services or such component thereof, which withholding or refund shall be prorated for the period of noncompliance;

(ii) seek to terminate the provision of the applicable Services or such component thereof, as applicable, in accordance with Section 5.2(a);

(iii) seek damages from the Provider Party, subject in all cases to the limitations set forth in Section 6.2 and Section 7; and/or

(iv) require the Provider Party and its Affiliates to cooperate promptly and in good faith in obtaining an alternative means of providing such Services or such component thereof. The Provider Party shall be responsible for the reasonable costs incurred by either Party pursuant to this Section 6.3(b) in either restoring such Services or such component thereof or obtaining an alternative source of such Services or such component thereof; provided that the Provider Party shall only be responsible for the payment of such reasonable costs up to, and not exceeding, the amount of the Fees for such Services or such component thereof for the period from the time when the performance failure described in Section 6.3(a) commenced to the time when such Services or such component thereof were restored.

(c) Errors. The Provider Party shall, at its own expense, promptly correct any errors in the provision of Services rendered hereunder by the Provider Party, its Affiliates or third-Person subcontractors after receiving notice thereof from the Recipient Party or otherwise; provided that the Recipient Party shall bear the reasonable out-of-pocket expenses of the Provider Party in correcting any such errors caused by the Recipient Party or any of its Affiliates.

7. **Indemnification**

7.1 Indemnifying Party's Obligations. Each Party (for purposes of this Section 7, the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and each of the other Party's Affiliates and their respective directors, officers, employees and agents, and each of the permitted successors and assigns of any of the foregoing (for purposes of this Section 7, each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all Expenses and Losses incurred or suffered by the Indemnified Parties in connection with, relating to, arising out of or due to the Indemnifying Party's or its Affiliates' (i) breach of any of their respective covenants, agreements and obligations hereunder or (ii) gross negligence or willful misconduct in their respective performance or receipt of Services under this Agreement or (iii) infringement of third Person Intellectual Property rights in Software in the event that the Indemnifying Party or its Affiliate, acting in its capacity as a Provider, provides a Recipient with access to Software, provided that such Recipient shall not receive indemnification pursuant to this

clause (iii) in the event that either (a) such Provider has followed specifications provided by such Recipient (including, but not limited to, if such Recipient requires that such Provider use particular Software), (b) the Software is modified by any Person other than such Provider or (c) the Software is combined with other Intellectual Property by any Person other than such Provider.

7.2 Indemnification Procedure. If an Indemnified Party asserts that an Indemnifying Party has become obligated to indemnify pursuant to this Section 7, or if any Action is begun, made or instituted as a result of which the Indemnifying Party may become obligated to an Indemnified Party hereunder, the Indemnified Party shall give written notice to the Indemnifying Party within a sufficiently prompt time to avoid prejudice to the Indemnifying Party (but the failure to so promptly notify the Indemnifying Party shall not relieve the Indemnifying Party from its obligation to indemnify the Indemnified Party hereto to the extent it is not actually prejudiced thereby), specifying in reasonable detail the facts upon which the claimed right to indemnification is based. The Indemnifying Party shall, at its own cost, contest and defend any Action against the Indemnified Party. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement without the consent, not to be unreasonably withheld or delayed, of the Indemnified Party if such judgment or settlement (a) does not include as an unconditional term thereof the giving by each claimant or plaintiff to the Indemnified Party (and any applicable Affiliate thereof) of an unconditional and irrevocable release from all Liability in respect to such claim, (b) would result in the finding or admission of any violation of applicable Law by the Indemnified Party or its Affiliates or (c) provides for injunctive or other non-monetary relief affecting the Indemnified Party or its Affiliates. Any payment to be made by an Indemnifying Party to an Indemnified Party shall be made within thirty (30) days of (i) the Indemnified Party's delivery of notice of a claim for indemnification, such claim being uncontested by the Indemnifying Party within the thirty (30) day period, or (ii) in the event that the Indemnifying Party contests the claim pursuant to the dispute resolution procedures set forth in Section 10 hereof and the dispute is resolved in favor of the Indemnified Party, the date of final determination of the amount to be indemnified under such claim. The Indemnified Party may not settle any Action itself without the consent of the Indemnifying Party, not to be unreasonably withheld or delayed.

7.3 Sole and Exclusive Remedy. The Parties acknowledge and agree that each Party's right of indemnification under this Section 7 constitutes each Party's sole and exclusive remedy under this Agreement, with the exception of each Party's rights to injunctive relief under Section 4.4 and Section 10.3 herein.

8. **Ownership of and Access Data and Intellectual Property**

8.1 Data. All Recipient Data is the exclusive property of, and shall constitute Confidential Information of, the relevant Recipient. The relevant Recipient shall retain exclusive ownership and right to use all of its Recipient Data after the conclusion of this Agreement. The Provider Party represents and warrants that, other than in connection with providing the Services under this Agreement, the Provider Party shall not, and shall cause its Affiliates not to, directly or indirectly use or disclose Recipient Data. Notwithstanding the foregoing, a Provider Party shall be entitled to disclose the Recipient Data of the other Party and its Affiliates as necessary in accordance with the Amended and Restated Relationship Agreement.

8.2 Intellectual Property. Unless agreed otherwise in a Schedule, each Party hereto agrees that any intellectual property of the other Party or its Affiliates or licensors made available to such Party or its Affiliates in connection with the Services, and any derivative works, additions, modifications, translations or enhancements thereof created by a Party or its Affiliates pursuant to

this Agreement, are and shall remain the sole property of the original owner of such intellectual property. To the extent that a Provider uses its own or third-Person intellectual property in connection with providing the Services, such intellectual property shall remain the sole property of the Provider or the third-Person.

9. **Assignment; Transfer**

Neither Party shall assign or attempt to assign its rights or obligations hereunder without the other Party's prior written consent; provided, however, that no such consent shall be required for an assignment, in whole (if applicable) or in relevant part, in connection with (i) any assignment to an Affiliate of the assigning Party so long as such assignment is not for the purpose of avoiding indemnification and the assignee assumes and is capable of performing the obligations assigned in accordance with the terms of this Agreement, (ii) any assignment or sale of all or substantially all of the equity or similar interests of Arsenal that are owned by Manchester, so long as the assignee assumes the assigned rights and obligations, or (iii) any assignment or sale of all or substantially all of Manchester's or Arsenal's assets. The assigning Party shall provide the other Party with written notice fifteen (15) days prior to the consummation of any such assignment or other transaction referenced in the preceding sentence. Any assignment or attempt to do so in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

10. **Dispute Resolution**

10.1 Any dispute arising under this Agreement shall be considered in person or by telephone by the Provider Service Manager(s) and the Recipient Service Manager(s) within seven (7) business days after receipt of a notice from either Party specifying the nature of the dispute (the date of receipt of such notice by the relevant Party, the "Dispute Date"). If for any reason, including the failure to meet or communicate, the Provider Service Manager(s) and the Recipient Service Manager(s) have not resolved such dispute to the satisfaction of both Parties within fifteen (15) business days after the Dispute Date, then either Party's Service Manager(s) may immediately refer such dispute to the Executives. Each Party's Executives shall make a good faith attempt to consider such dispute in person or by telephone within seven (7) business days of the date such dispute is referred to them. No proceedings for the resolution of a dispute pursuant to Section 10.2 may be commenced until the earlier to occur of: (a) the date a decision is made by the Executives that resolution of the dispute through continued negotiation does not appear likely; or (b) the date that is thirty (30) business days after the Dispute Date.

10.2 Any dispute that the Parties are unable to resolve in accordance with the procedures set forth in Section 10.1 will be submitted to non-binding mediation, which will be held in Raleigh, North Carolina. The Parties will mutually determine who the mediator will be from a list of mediators obtained from the American Arbitration Association ("AAA") office located in Raleigh, North Carolina. If the Parties are unable to agree on the mediator, the mediator will be selected by the AAA. Each Party will bear its own costs and expenses with respect to the mediation, including one-half of the fees and expenses of the mediator. The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence. Unless the Parties otherwise agree, either Party may pursue its rights and remedies under this Agreement after the earlier of: (a) the date a decision is made by the Executives of both Parties that resolution of the dispute through continued mediation does not appear likely; or (b) the date that is sixty (60) business days after the date on which the Parties commenced non-binding mediation with respect to such dispute.

10.3 This Section 10 shall not prevent the Parties from seeking or obtaining temporary or preliminary injunctive relief in a court for any breach or threatened breach of any provision hereof pending the resolution of mediation.

11. **Events to occur at the Coniston Closing**

11.1 Termination of license agreements. At the Coniston Closing, Manchester and Arsenal shall, and Arsenal shall procure that AM LLC shall, enter into a termination agreement in respect of the Trademark and Trade Name License Agreement and the Trademark and Trade Name Sublicense Agreement in the form set out in Schedule F.

11.2 New license agreement. At the Coniston Closing, the Parties shall enter into the license agreement in the form set out in Schedule G.

12. **Miscellaneous**

12.1 Schedules. The Schedules attached to this Agreement are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses and Schedules shall be deemed references to such parts of this Agreement unless otherwise indicated or unless the context shall otherwise require.

12.2 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies . This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the Parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

12.3 Entire Agreement; No Third Party Beneficiaries . This Agreement (together with the Schedules attached hereto) constitutes the entire agreement, and supersedes all prior agreements and representations or understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. Nothing in this Agreement is intended or shall be construed to give any Person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

12.4 Governing Law. This Agreement (and any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any party to enter herein, 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.

12.5 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY

OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.5.

12.6 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, if sent 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 Manchester, to:

Misys plc
One Kingdom Street
Paddington
London
W2 6BL
Fax: +44 (0)20 3320 1771
Attention: General Counsel & Company Secretary

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

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom
Attention: Gillian Holgate
Fax: +44 (0)20 3088 0088

(b) if to Arsenal, to:

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

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

Drinker Biddle & Reath
191 N. Wacker Drive, Suite 3700
Chicago, Illinois 60606-1698
USA
Attention: Ira Kalina
Fax: +1 312 569-3466

12.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed an original document and all of which shall be considered one and the same agreement. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.

12.8 Independence. With respect to the provision of any of the Services, all employees and representatives of the Provider Party and its Affiliates and their respective third-Person subcontractors providing such Services shall be deemed, for purposes of all compensation and employee benefits, to be employees, third-Person subcontractors or representatives of the Provider Party or its Affiliates, and not employees, third-Person subcontractors or representatives of Recipient Party or any of its Affiliates. In performing the Services, such employees and representatives shall be under the direction, control and supervision of the Provider Party or its Affiliates or their respective third-Person subcontractors. The Provider Party and, as applicable, its Affiliates shall have the sole right to exercise all authority for the employment (including termination of employment), assignment and compensation of such employees and representatives.

12.9 No Joint Venture or Partnership Intended. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that it is their intention and understanding that the transactions contemplated hereby do not in any way constitute or imply the formation of a joint venture or partnership between Manchester and Arsenal.

12.10 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 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.

12.11 Nonexclusivity. Nothing in this Agreement shall prevent either Party from providing any service similar to any of the Services to any other Person. Nothing in this Agreement shall prevent any Recipient from obtaining any Service entirely or in part from its own or its Affiliates' employees and facilities or from providers other than those Providers hereto; provided such Recipient complies with the relevant terms hereof with respect to its receipt of such Service by a Provider and in the termination thereof, and provided, further that the termination of a Service in part would not impede the provision of any other interrelated Service, in which case such partial termination may not be effected until the Parties have agreed how to do so without impeding such interrelated Service.

12.12 Force Majeure. "Force Majeure" means any acts or omissions of any civil or military authority, acts of terrorism, acts of God, fires, strikes or other labor disturbances, equipment failures, fluctuations or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, or any other similar act, omission or occurrence beyond either Party's reasonable control. If either Party's performance is delayed by Force Majeure, the time for performance shall be reasonably extended. A condition of Force Majeure shall be deemed to continue only so long as the affected Party is taking reasonable actions necessary to overcome such condition. If either Party shall be affected by a condition of Force Majeure, such Party shall give the other Party prompt notice thereof, which notice shall contain the affected Party's estimate of the duration of such condition and a description of the steps being taken or proposed to be taken to overcome such condition of Force Majeure. Any reasonable delay occasioned by any such cause shall not constitute a default under this Agreement, and the obligations of the Parties shall be suspended during the period of delay so occasioned. During any period of Force Majeure, the Party that is not directly affected by such condition of Force Majeure shall be entitled to take any reasonable action necessary to mitigate the effects of such condition of Force Majeure; provided that in the event that the Provider Party is affected by a condition of Force Majeure, the Provider Party shall only be responsible for the payment of the reasonable costs and expenses incurred by the Recipient Party for taking such reasonable actions up to, and not exceeding, the amount of the Fees for the affected Services or such component thereof for the period during which such Force Majeure condition occurs. If the Force Majeure event is not cured such that the affected Services or such component thereof are provided as required hereunder within thirty (30) days, the non-affected Party may terminate the affected Services or such component thereof and/or seek such Services or such component thereof from a third Person at the affected Party's reasonable cost and expense.

12.13 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate of such Party.

12.14 Currency. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States (U.S.) dollars.

12.15 Further Assurances. Each of the Parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Agreement. The Parties shall act in good faith in the performance of their obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first above written.

Misys plc	**Allscripts-Misys Healthcare Solutions, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHEDULE F

THIS AGREEMENT dated as of [•] 2010, is made and entered into

BETWEEN:

(1) Misys plc, a public limited company incorporated under the laws of England and Wales whose registered office is at One Kingdom Street, Paddington, London, W2 6BL (the **Licensor**);

(2) Allscripts-Misys Healthcare Systems LLC, a North Carolina limited liability company and a wholly-owned subsidiary of the Sub-Licensee whose registered office is at 8529 Six Forks Road, Raleigh, North Carolina 27615 (the **Licensee**); and

(3) Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation whose registered office is at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 (the **Sub-Licensee**).

WHEREAS:

(A) The Licensee and the Licensor are parties to the License Agreement (as defined below).

(B) The Licensee has sublicensed its rights under the License Agreement to the Sub-Licensee pursuant to the Sub-License Agreement (as defined below).

(C) The parties wish to terminate the License Agreement and the Sub-License Agreement on and subject to the terms of this agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein and in the Transitional Services Agreement (as defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Licensor, the Licensee and the Sub-Licensee hereby agrees as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement: **Agreements** means the License Agreement and the Sub-License Agreement;

License Agreement means the agreement between the Licensor and the Licensee dated October 10, 2008 for the use of the Licensed Marks, the Licensed Name and the Licensed Domain Names;

Licensed Domain Names means the domain names identified in Schedule B to the License Agreement;

Licensed Marks means the licensed marks identified in Schedule A to the License Agreement;

Licensed Name means the trade name “Misys” and certain trademarks and service marks consisting of or incorporating the designation “Misys” identified in the schedules to the License Agreement;

Party means a party to this agreement;
Sub-License Agreement means the agreement between the Licensee and the Sub-Licensee dated October 10, 2008 for the use of the Licensed Marks, the Licensed Name and the Licensed Domain Names; and

Transitional Services Agreement means the transitional services agreement dated [•] between the Licensor and the Sub-Licensee.

1.2 The headings in this agreement do not affect its interpretation.

2. TERMINATION OF AGREEMENTS

2.1 Each of the Parties hereby agrees that, with effect from the date of this agreement, and notwithstanding anything to the contrary contained in either of the Agreements, the Agreements shall terminate and be of no further force and effect and no Party shall be entitled to enforce any of its rights, or be required to perform any of its obligations, set out in the Agreements except that section 8.3 of the License Agreement and section 8.3 of the Sub-License Agreement shall survive in accordance with their terms.

2.2 The termination of the Agreements shall not affect any accrued rights or liabilities of any Party in respect of damages for non-performance of any obligation under the Agreements falling due for performance prior to such lapse and cessation.

3. GENERAL

3.1 This agreement may be signed in two or more counterparts (including by fax or other electronic signature), each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This agreement shall become effective when each Party shall have received a counterpart of this agreement signed by each other Party.

3.2 This agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing express or implied in this agreement is intended or shall be construed to confer upon any person other than the Parties any legal or equitable rights or remedies under this agreement.

4. GOVERNING LAW AND JURISDICTION

4.1 This agreement (and any claims or disputes arising out of or related to this agreement or the transactions contemplated hereby or to the inducement of any Party to enter into this agreement, 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 New York, 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. Each Party irrevocably and unconditionally waives any objection to the application of the laws of the State of New York to any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby and further irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding should not be governed by the laws of the State of New York. For purposes of any claim, suit, action or proceeding arising out of or in connection with this agreement or the transactions contemplated hereby, each of the Parties hereby irrevocably and unconditionally

submits to the exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York.

[*Signature page follows*]

SIGNATORIES

IN WITNESS WHEREOF, each of the Licensor, the Licensee and the Sub-Licensee have caused their respective duly authorized officers to execute this agreement as of this _____ day of _____ 2010.

MISYS PLC

By: _____
Name: _____
Title: _____

ALLSCRIPTS-MISYS HEALTHCARE SYSTEMS LLC

By: _____
Name: _____
Title: _____

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

SCHEDULE G

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT is dated as of _____, 2010 (the "Agreement"), between Misys plc, a public limited company incorporated under the laws of England and Wales ("Licensor"), and Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation ("Licensee"). Licensor and Licensee are referred to herein collectively as "Parties" and each individually as a "Party".

W I T N E S S E T H :

WHEREAS, Licensor is the owner of the trade name "MISYS" and certain trademarks and service marks consisting of or incorporating the designation "MISYS," identified in the schedule attached hereto as Schedule A, and has applied for and registered such trademarks and service marks throughout the world (such trademarks and service marks and such registrations and applications, together with any and all common law rights pertaining thereto, are referred to collectively as the "Licensed Marks") for use in Licensor's business;

WHEREAS, Licensee was previously licensed to use the Licensed Marks in connection with Licensee's healthcare information technology products and services acquired from Licensor in October, 2008 (the "Acquisition") pursuant to a license agreement to one of Licensee's affiliates and a sublicense from such affiliate to the Licensee;

WHEREAS, contemporaneously with execution of this Agreement, the above referenced October 2008 license and sublicense agreements (the "Existing Licenses") are being terminated on the date hereof; and

WHEREAS, Licensee and its affiliates desire to continue using, and Licensor is willing to license Licensee and its affiliates to use, the Licensed Marks as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

1.1 Grant of Trademark License. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nonassignable (except as set forth in Section 7.1), royalty-free license to use the Licensed Marks in the Territory solely for the purpose of providing support to (including delivering updated versions of) the healthcare information technology products sold under the Licensed Marks prior to the date of this Agreement (the "Existing Products") to those customers of the Licensee (or its Affiliates) who are using such Existing Products prior to the date of this Agreement (the "Existing Customers"). "Territory" shall refer to the United States; provided, however, that for customers utilizing the Existing Products prior to the date of the Acquisition, the Territory shall include any other country in which such customers utilize the Existing Products under their applicable license agreements which were entered into prior to the date of the Acquisition.

1.2 Restrictions on Use.

(a) Except for use of Licensee's color scheme of orange and grey, which may be used for the Licensed Marks other than "Misys" used alone, "Misys" in combination with the "M" logo and the "M" logo, Licensee shall not change or modify the Licensed Marks, or create any design variation of the Licensed Marks, without the prior written consent of Licensor.

(b) Except for the word "Allscripts", Licensee shall not join any name, mark or logo with the Licensed Marks so as to form a composite trade name or mark, without obtaining the prior written consent of Licensor.

(c) Licensee shall not use any other name or mark that is confusingly similar to the Licensed Marks, provided, however, that use of the word "Allscripts" with the secondary words in the Licensed Marks (e.g., Tiger), with or without the word "Misys, will not be considered confusingly similar.

1.3 Sublicenses.

(a) Subject to the terms and conditions contained herein, Licensee may grant a sublicense of its rights hereunder to any of its Affiliates to use the Licensed Marks in connection with the support of the Existing Products in the Territory. Any such sublicence shall be granted solely so as to enable such Affiliates to continue to support Existing Customers use of those Existing Products on or after the date of this Agreement (each such permitted sublicensee, an "Affiliate Sublicensee"). For purpose of this Agreement, "Affiliate" is defined as any entity that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Licensee, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of such entity or the ownership (directly or indirectly) of securities or other interests in such entity).

(b) In addition to the right to grant sublicenses pursuant to this Section 1.3, Licensee and each Affiliate Sublicensee shall be permitted to allow those resellers or distributors of the Existing Products prior to the date of this Agreement (the "Existing Resellers and Distributors") to continue to use the Licensed Marks solely to support the use of those Existing Products by the Existing Customers to the same extent as those Existing Resellers and Distributors have been performing such obligations under the relevant agreement with Licensee or such Affiliate Sublicensee prior to the date of this Agreement. Each such agreement shall contain restrictions on the use of the Licensed Marks by the Existing Resellers and Distributors which are consistent with the restrictions contained herein.

(c) Notwithstanding the grant of any sublicense hereunder, Licensee shall remain liable for any breach or default of the applicable terms and conditions of this Agreement by any of its Affiliate Sublicensees, or Existing Resellers and Distributors with respect to the Licensed Marks. The Licensee shall notify the Licensor promptly in writing upon becoming aware that the use of the Licensed Marks by any Affiliate Sublicensee or any of the Existing Resellers and Distributors is in breach of the terms of this Agreement.

(d) No such Affiliate Sublicensee or Existing Reseller and Distributor shall be permitted to sublicense to any other person or entity the rights granted to it with respect to the Licensed Marks.

2. Quality Standards and Control.

2.1 Quality Control. At all times, Licensee shall use and shall cause each Affiliate Sublicensee to use the Licensed Marks only in the same form and manner used by them in connection

with supporting the Existing Products, prior to the date of this Agreement. At all times the Licensee shall use (and shall cause each Affiliate Sublicensee) to use the Licensed Marks in accordance with such quality standards and specifications as were in place prior to the date of this Agreement and as may be established by Licensor and communicated to Licensee in writing from time to time. The Licensee shall not use the Licensed Marks in a way which may tarnish them or the reputation of the Licensor. The Licensor's use of the "M" mark will faithfully reproduce the design and appearance of such Licensed Mark as reflected in the Schedule.

2.2 Inspection. Licensor or its designated representative shall have the right at any time during normal business hours to inspect any and all uses of the Licensed Marks to confirm that such use is in conformance with the terms of this Agreement. From time to time, upon Licensor's reasonable request in writing, Licensee shall, at Licensee's expense, provide Licensor with representative samples of the ways in which the Licensed Marks are then being used (or photographs depicting the same).

2.3 Deficiencies. If Licensor reasonably believes that the Licensed Marks are not being used in accordance with Section 2.1, then Licensor shall promptly provide Licensee with written notice of such defects or violations, and shall allow Licensee thirty (30) days from the date of such notice in which to cure such defects or violations. Should the defects or violations not be remedied within such thirty (30) days, Licensor may, in its reasonable discretion, terminate this Agreement in accordance with Section 7.2 or bring an action to require specific performance. If such an action is brought and is successful, then Licensee shall have thirty (30) days within which to comply with the order. If, at the end of such thirty (30) days Licensee has not complied, this Agreement will terminate automatically.

3. Compliance with Law. Licensee shall use the Licensed Marks only in such manner as will comply with the provisions of applicable laws and regulations relating to the Licensed Marks. Licensee shall affix to the Existing Products that bear a Licensed Mark, including, but not limited to, all labels, packaging, advertising and promotional materials, manuals, and all other relevant printed materials, (a) notices in compliance with applicable trademark laws and (b) such legend as Licensor may reasonably designate by written notice and is required or otherwise reasonably necessary to allow adequate protection of the Licensed Marks and the benefits thereof under applicable trademark laws from time to time. In connection herewith, Licensee may use the following legend:

"MISYS" is a registered trademark owned by Misys plc and is used under license."

4. Ownership.

4.1 Ownership of Licensed Marks (a) Licensee acknowledges and admits the validity of the Licensed Marks and agrees that it will not, directly or indirectly, challenge the validity of the Licensed Marks, or any registrations thereof and/or applications therefor in any jurisdiction, or the right, title and interest of Licensor therein and thereto, nor will it claim any ownership or other interest in the Licensed Marks in any jurisdiction, other than the rights expressly granted hereunder.

No impairment of Licensed Marks. Licensee acknowledges that (i) the Licensed Marks and the goodwill associated therewith are and will remain the exclusive property of Licensor, (ii) all uses of the Licensed Marks shall inure solely to the benefit of Licensor, and (iii) Licensee has no right, title or interest in any other trademarks, services marks, trade names or domain names belonging to Licensor. Licensee shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Licensor in and to the Licensed Marks (including, but not limited to, acquiring a registration or file and prosecute a trademark application to register the Licensed Marks or any component, variation or deviation thereof, or any name or mark confusingly

similar thereto, for any goods or services anywhere in the world). Nothing in this Agreement grants, nor shall Licensee acquire hereby, any right, title or interest in or to the Licensed Marks or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Licensor's right to enjoin or obtain relief against any acts by third parties of trademark infringement or unfair competition.

5. Indemnification. Neither Party, by virtue of this Agreement, assumes any liability with respect to the business of the other Party. Each Party (such party being the "Indemnifying Party") shall indemnify and hold harmless the other Party, (such party being the "Indemnified Party") against any and all claims, actions, damages, losses, liabilities costs and expenses (including reasonable attorney's fees and expenses) ("Losses") resulting from or arising out of claims, actions or proceedings brought by a third party against the Indemnified Party or its Affiliates arising out of the Indemnified Party's (including, in the case of the Licensee, its Affiliate Sublicensees) breach of this Agreement and in the case of the Licensee, including any such claims, actions or proceedings made against the Licensor or its Affiliates arising out of defects in the Existing Products (distributed by Licensee or its Affiliates after the Acquisition) or misuse of the Licensed Marks.

6. Representations and Warranties. Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full corporate power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

7. Term; Termination.

7.1 Term. The term of this agreement shall become effective as of the date hereof, and shall continue in effect until terminated in accordance with the provisions of Section 7.2.

7.2 Termination.

(a) Licensor may terminate this Agreement upon written notice to Licensee if:

(i) Licensee breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after the date of Licensor's written notice thereof.

(ii) There is a change of control of Licensee other than in connection with the Coniston or Emerald transactions.

(iii) Licensee files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official with similar powers over a substantial part of its property; or a court having jurisdiction over Licensee or any of the property of Licensee shall enter a decree or order for relief in respect thereof in an involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or official with similar powers over a substantial part of the property of Licensee, or shall order the winding-up,

liquidation or rehabilitation of the affairs of Licensee, and such order or decree shall continue in effect for a period of sixty (60) consecutive days.

(b) Licensee may terminate this Agreement at any time upon thirty (30) days prior notice to Licensor.

(c) Notwithstanding anything to the contrary contained herein, termination of this Agreement by either Party in whole or in part shall be without prejudice to any other remedy otherwise available hereunder, under law or at equity, to such Party or the other Party.

(d) Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of the Licensor and the Licensee pursuant to sections 4, 5, 7.2(c), 7.3 and 8 shall survive indefinitely regardless of any termination of the Agreement.

7.3 Effects of Termination. Any termination of this Agreement in accordance with the terms hereof shall be final. Upon the termination of this Agreement:

(a) all rights in the Licensed Marks granted to Licensee hereunder shall automatically revert to Licensor, and Licensee or any Sublicensee shall have no further rights in, and shall immediately cease all use of, the Licensed Marks, except that Licensee and any Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Marks; and

(b) Licensee shall immediately destroy and cause any Sublicensee, reseller or distributor to destroy all materials used for reproducing the Licensed Marks (including without limitation photographic negatives, printing plates and tooling), except that Licensee and any Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Marks and shall, within thirty (30) days after such destruction has taken place, provide Licensor with an affidavit executed by an officer of Licensee attesting thereto.

8. Miscellaneous.

8.1 Assignment. Licensee shall not assign or attempt to assign its rights or obligations hereunder without Licensor's prior written consent. Licensor shall not assign or attempt to assign its rights or obligations hereunder without Licensee's prior written consent; provided, however, that no such consent shall be required for an assignment by Licensor in connection with (i) any assignment to an affiliate, (ii) any assignment or sale of all or substantially all of the equity or similar interests of Licensee that are owned by Licensor, or (iii) any assignment or sale of all or substantially all of Licensor's assets, or any merger, consolidation or other business combination to which Licensor is a party, provided, further, however, that Licensor agrees that it will not assign its rights or obligations hereunder apart from all or substantially all of the equity or similar interests of Licensee that it owns and the Licensed Marks that are specific to the Existing Products distributed under the Licensed Marks prior to the date of this Agreement, which for the avoidance of doubt, do not include the name and mark "Misys" or the "M" logo or any other name and mark other than the Licensed Marks. Any assignment or attempt to do so in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes and cancels all prior agreements and understandings between Licensor and Licensee, whether written and oral, with respect thereto (including the Existing Licenses, save in respect of the provisions contained therein which survive regardless of termination). This Agreement shall not be amended, supplemented or modified except in a

writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach. If any provision of this Agreement is inoperative or unenforceable for any reason in any jurisdiction, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Agreement in any jurisdiction shall not affect the remaining portions of this Agreement in such jurisdiction or in any other jurisdiction.

8.3 No Agency. Licensor and Licensee are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

8.4 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. For purposes of any claim, suit, action or proceedings arising out of or in connection with this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York.

8.5 Equitable Relief. Each Party hereto acknowledges that the other Party will suffer irreparable harm as a result of the material breach by such Party of any covenant or agreement to be performed or observed by such Party under this Agreement, and acknowledges that the other Party shall be entitled to apply for and, if granted, receive from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining Licensee from further breach of this Agreement or further infringement or impairment of the rights of Licensor.

8.6 Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given (a) if sent by first-class registered or certified mail, return receipt requested, postage prepaid, on the fifth day following the date of deposit in the mail, (b) if delivered personally, when received, or (c) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

If to Licensor, to:

Misys plc
One Kingdom Street
London W2 6BL
United Kingdom
Telephone: + 44 (0)20 3320 5000
Fax: +44 (0)20 3320 1771
Attention: Group General Counsel & Company Secretary

If to Licensee, to:

Allscripts-Misys Healthcare Solutions, Inc
222 Merchandise Mart Plaza
Suite 2024, Chicago Illinois 60654
Telephone: + 312 506-1219
Fax: +1 312 506-1208
Attention: Corporate Counsel

or, in each case, to such other address or facsimile number or to the attention of such other person as may be specified in writing by such Party to the other Party.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be one and the same instrument.

8.8 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

8.9 Construction of this Agreement. In any construction of this Agreement, the Agreement shall not be construed against any Party based upon the identity of the drafter of the Agreement or any provision of it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MISYS PLC

By: _____
Name:
Title:

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: _____
Name:
Title: