

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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of report (Date of earliest event reported): August 20, 2010**

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**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-32085**  
(Commission  
File Number)

**36-4392754**  
(IRS Employer  
Identification No.)

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

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

**Allscripts-Misys Healthcare Solutions, Inc.**  
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**1.01 Entry into a Material Definitive Agreement*****Amended and Restated Relationship Agreement***

Pursuant to the previously announced Framework Agreement between Allscripts-Misys Healthcare Solutions, Inc. (which has changed its name to Allscripts Healthcare Solutions, Inc.) (“Allscripts”) and Misys plc, a public limited company formed under the laws of England and Wales (“Misys”) entered into on June 9, 2010 and amended on July 26, 2010 (the “Framework Agreement”), on August 20, 2010, Allscripts and Misys entered into an Amended and Restated Relationship Agreement (the “Amended and Restated Relationship Agreement”), which amends and restates the terms of the Relationship Agreement entered into between Allscripts and Misys on March 17, 2008 and subsequently amended on August 14, 2008 and January 5, 2009.

The Amended and Restated Relationship Agreement reduces the number of Allscripts directors that Misys has a right to nominate from six to two directors and provides that such number will be permanently reduced to one director if Misys owns less than 15.5 million shares of Allscripts common stock. The Amended and Restated Relationship Agreement further provides that such right will be permanently eliminated if Misys owns less than 5.0% of the then outstanding shares of Allscripts common stock or takes certain actions specified in the standstill provision referred to in the paragraph below.

The Amended and Restated Relationship Agreement also contains a customary standstill provision, which restricts Misys’ ability to acquire Allscripts securities for a period of five years after the closing of the transactions contemplated by the Framework Agreement (the “Coniston Transactions”). In addition, for a period of eighteen months after the closing of the Coniston Transactions, Misys is obligated, subject to certain exceptions, to not 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 Allscripts 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 health information technology solutions.

The foregoing summary of the Amended and Restated Relationship Agreement is qualified in its entirety by the terms and conditions of the Amended and Restated Relationship Agreement, which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

***Transition Services Agreement***

Pursuant to the Framework Agreement, on August 20, 2010, Allscripts and Misys entered into a Transition Services Agreement (the “Transition Services Agreement”) pursuant to which each party will continue to provide to the other certain services and personnel to support the other’s business, which services were previously provided under a Shared Services Agreement between Misys and Allscripts dated March 1, 2009, as amended on June 9, 2010 (the “Shared Services Agreement”). The Shared Services Agreement expired in accordance with its terms on August 20, 2010. The services that Misys agreed to provide Allscripts under the Transition Services Agreement include research and development services, customer support services and information systems services while Allscripts agreed to provide Misys financial services and tax services.

The foregoing summary of the Transition Services Agreement is qualified in its entirety by the terms and conditions of the Transition Services Agreement, which is filed as Exhibit 10.2 to this report and is incorporated herein by reference.

***Bank Guarantees***

Pursuant to the Framework Agreement, Misys has obtained (i) a bank guarantee issued in favor of Allscripts on August 17, 2010 and delivered on August 20, 2010 by The Royal Bank of Scotland plc (“RBS”) in an amount of \$168 million to support Misys’ obligation to indemnify Allscripts and its affiliates from, among other taxes, taxes imposed on Coniston, Inc., a Delaware corporation acquired by Allscripts in connection with the Coniston Transactions (“Newco”), as a result of the Coniston Transactions and certain related restructuring transactions (the “PLR Bank Guarantee”) and (ii) a bank guarantee issued in favor of Allscripts on August 17, 2010 and delivered on August 20, 2010 by RBS in an amount of \$45 million to support Misys’ obligation to indemnify and hold harmless Allscripts and its affiliates from taxes imposed on Newco for periods ending on and prior to the closing date of the Coniston Transactions (the “Historic Bank Guarantee”).

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The foregoing summaries of the PLR Bank Guarantee and the Historic Bank Guarantee are qualified in their entirety by the terms and conditions of the PLR Bank Guarantee and the Historic Bank Guarantee, which are filed as Exhibit 10.3 and Exhibit 10.4, respectively, to this report and are incorporated herein by reference.

### ***Credit Agreement***

In connection with the Coniston Transactions, on August 20, 2010, Allscripts entered into a Credit Agreement with UBS Securities LLC and Barclays Capital, as co-syndication agents, Fifth Third Bank, U.S. Bank, N.A., BBVA Compass Bank, Keybank National Association, Mizuho Corporate Bank, Ltd., RBS Citizens, N.A., Sumitomo Mitsui Banking Corporation, SunTrust Bank, The Bank of Nova Scotia and Wells Fargo Bank, N.A., as co-documentation agents, and JPMorgan Chase Bank, N.A., as administrative agent (the "Credit Agreement").

The Credit Agreement provides for a \$470 million senior secured term loan facility (the "Term Facility") and a \$250 million senior secured revolving facility (the "Revolving Facility"), each of which has a five year term. In connection with the closing of the Coniston Transactions, Allscripts borrowed \$470 million under the Term Facility and \$100 million under the Revolving Facility.

The proceeds thereof have been used by Allscripts to finance a portion of the Coniston Transactions. Proceeds under the Revolving Facility are available to finance the Coniston Transactions, fees and expenses in connection with the Coniston Transactions and the previously announced merger (the "Merger") with Eclipsys Corporation ("Eclipsys") and for working capital needs and general corporate purposes.

A total of \$50 million of the Revolving Facility is available for the issuance of letters of credit and \$10 million of the Revolving Facility is available for swingline loans. Allscripts is also permitted to add one or more incremental revolving and/or term loan facilities in an aggregate amount of up to \$250 million, subject to certain conditions.

Borrowings under the facilities bear interest, at Allscripts' option, at a rate per annum equal to (1) either (a) the highest of (i) the rate of interest publicly announced by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City, (ii) the federal funds effective rate from time to time plus 0.5%, and (iii) the rate for Eurodollar deposits as reflected on the applicable Reuters Screen LIBOR01 for a one month interest period, as such rate may be adjusted for certain reserve requirements, plus 1.0%, plus the applicable margin or (b) the rate for Eurodollar deposits as reflected on the applicable Reuters Screen LIBOR01 for the interest period relevant to such borrowing, as such rate may be adjusted for certain reserve requirements, plus (2) the applicable margin. The applicable margin for borrowings under the facilities is fixed until the date that is three business days after Allscripts' financial statements are delivered to lenders with respect to the first fiscal period ending after September 30, 2010, and thereafter the applicable margin for borrowings under the facilities will be subject to further adjustment based on an agreed leverage grid.

All obligations under the facilities are guaranteed by, subject to certain agreed upon exceptions, each of Allscripts existing and future direct and indirect material domestic subsidiaries, other than Newco (the "Guarantors").

The obligations of Allscripts and each Guarantor under the facilities, any swap agreements and any cash management arrangements provided by any lender, are secured, subject to permitted liens and other agreed upon exceptions, by a perfected first priority security interest in all of the tangible and intangible assets (including, without limitation, intellectual property, material owned real property and all of the capital stock of each Guarantor and, in the case of foreign subsidiaries, up to 65% of the capital stock of first tier material foreign subsidiaries) of Allscripts and the Guarantors.

Subject to certain exceptions, the Credit Agreement requires Allscripts to prepay the facilities: (i) with 100% of the net cash proceeds received from the incurrence of certain indebtedness for borrowed money; (ii) with 100% of the net cash proceeds of the sale of any assets in excess of \$5 million outside the ordinary course of business (including, without limitation, insurance and condemnation proceeds), subject to reinvestment rights; and (iii) with 50% of Allscripts' excess cash flow for each fiscal year, beginning with the 2012 fiscal year. No prepayments under clauses (ii) or (iii) above are required to the extent that Allscripts' total leverage ratio is less than 2.5 to 1.0. Allscripts may voluntarily prepay outstanding loans under the facilities, in whole or in part, at Allscripts' option at any time upon prior notice.

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The facilities contain a number of covenants that, among other things, restrict, subject to certain exceptions, Allscripts' ability to:

- incur indebtedness (including guarantee obligations);
- create liens on and sell assets;
- engage in mergers or consolidations;
- declare dividends and other payments in respect of our capital stock;
- make investments, loans and advances;
- engage in transactions with affiliates;
- enter into sale and leaseback transactions; and
- change lines of business.

In addition, the facilities include an initial maximum leverage ratio of 4.0 to 1.0, with certain agreed step-downs and a permanent step down to 3.0 to 1.0 upon the completion of the Merger and an initial minimum interest coverage ratio of 3.5 to 1.0, with certain agreed step-ups and a permanent step up to 4.5 to 1.0 upon completion of the Merger. The calculation of the maximum leverage ratio and minimum interest coverage ratio is consistent with Allscripts' Second Amended and Restated Credit Agreement referenced in Item 1.02 below, except as mutually agreed.

The facilities also contain certain customary events of default, including relating to non-payment, breach of covenants, cross-default, bankruptcy and change of control.

The foregoing summary of the Credit Agreement is qualified in its entirety by the terms and conditions of the Credit Agreement, which is filed as Exhibit 10.5 to this report and is incorporated herein by reference.

## **1.02 Termination of a Material Definitive Agreement**

### ***Credit Agreement***

In connection with the closing of the Coniston Transactions, Allscripts terminated the Second Amended and Restated Credit Agreement dated February 10, 2009 among Allscripts, Allscripts, LLC, A Health Systems, Inc., A Realty, LLC, Extended Care Information Network, Inc. and Misys Healthcare Systems, LLC, as borrowers, JPMorgan Chase Bank, N.A., as the sole administrative agent, JPMorgan Securities, Inc., as lead arranger, and Fifth Third Bank, as syndication agent and co-lead arranger, as amended on November 20, 2009 (the "Old Credit Facility"). The Old Credit Facility provided for a total unsecured commitment of \$150 million and matured on August 15, 2012. No early termination penalties were incurred by Allscripts in connection with the termination of the Old Credit Facility. In connection with the closing of the Coniston Transactions, the Old Credit Facility was replaced by the Credit Agreement described in Item 1.01 above. The disclosure under Item 1.01 of this report relating to the Credit Agreement is incorporated herein by reference.

### ***Stock Repurchase Agreement***

In connection with the closing of the Coniston Transactions, the Stock Repurchase Agreement, dated as of February 10, 2009, by and among Misys, Misys Patriot Ltd., Misys Patriot US Holdings LLC and Allscripts (the "Stock Repurchase Agreement") was terminated. Pursuant to the Stock Repurchase Agreement, Allscripts had agreed to purchase from Misys, and Misys had agreed to sell to Allscripts, the number of shares of Allscripts' common stock needed to keep Misys' ownership percentage in Allscripts unaffected by certain open market repurchases being made by Allscripts. No early termination penalties were incurred by Allscripts in connection with the termination of the Stock Repurchase Agreement.

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**2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The disclosure under Item 1.01 of this report relating to the Credit Agreement is incorporated herein by reference.

**3.02 Unregistered Sales of Equity Securities**

Pursuant to the Framework Agreement, as previously reported, Misys and Allscripts agreed that 100% of the issued and outstanding shares of Newco, which holds 61,308,295 shares of common stock of Allscripts, par value \$0.01 per share ("Allscripts common stock"), would be transferred to Allscripts in exchange for 61,308,295 shares of Allscripts common stock newly issued to subsidiaries of Misys. On August 20, 2010, Allscripts issued (i) 613,083 shares of Allscripts common stock to Kapiti Limited, a limited company formed under the Laws of England and Wales, in consideration for 613 shares of common stock of Newco and (ii) 60,695,212 shares of Allscripts common stock to ACT Sigmex Limited, a limited company formed under the Laws of England and Wales, in consideration for 60,695 shares of common stock of Newco. The issuance of the shares of Allscripts common stock was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended.

**3.03 Material Modification to Rights of Security Holders**

The disclosure under Item 5.03 of this report is incorporated herein by reference.

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

Pursuant to the Framework Agreement, on August 20, 2010, Michael Lawrie, Kelly Barlow, Dominic Cadbury and Cory Eaves resigned as members of the board of directors of Allscripts, concurrently with the closing of the Coniston Transactions. Mr. Lawrie served on the Compensation Committee and the Nominating and Governance Committee of the board of directors of Allscripts. Pursuant to the Framework Agreement, on August 20, 2010, Mr. Lawrie resigned as executive chairman of Allscripts, concurrently with the closing of the Coniston Transactions.

**5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

In connection with the closing of the Coniston Transactions, on August 23, 2010, Allscripts' Fourth Amended and Restated Certificate of Incorporation and its Amended and Restated By-Laws (collectively, the "Allscripts Constituent Documents") became effective. The terms of the Allscripts Constituent Documents were previously reported in the Company's joint proxy statement/prospectus/information statement dated July 14, 2010 (and forms of which were included as Annexes J and K thereto), filed with the Securities and Exchange Commission on July 14, 2010, including in the sections contained therein entitled "The Actions By Written Consent of Misys," "The Merger Agreement - Amendments to the Allscripts Certificate of Incorporation and By-Laws" and "Comparison of Rights of Allscripts Stockholders and Eclipsys Stockholders," which information is incorporated by reference herein. The effective Allscripts Constituent Documents are filed as Exhibits 3.1 and 3.2 to this report and incorporated by reference herein.

**8.01 Other Events**

Allscripts issued a press release announcing the closing of the Coniston Transactions. A copy of the press release issued by Allscripts announcing the closing of the Coniston Transactions is attached hereto as Exhibit 99.1 and incorporated herein by reference.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
3.1	Fourth Amended and Restated Certificate of Incorporation of Allscripts Healthcare Solutions, Inc.
3.2	Amended and Restated By-Laws of Allscripts Healthcare Solutions, Inc.
10.1	Amended and Restated Relationship Agreement between Allscripts-Misys Healthcare Solutions, Inc. and Misys plc, dated August 20, 2010.
10.2	Transition Services Agreement between Allscripts-Misys Healthcare Solutions, Inc. and Misys plc, dated August 20, 2010
10.3	On Demand Bank Guarantee No. 406354 issued by The Royal Bank of Scotland plc in favor of Allscripts-Misys Healthcare Solutions, Inc., dated August 17, 2010 and delivered on August 20, 2010
10.4	On Demand Bank Guarantee No. 406355 issued by The Royal Bank of Scotland plc in favor of Allscripts-Misys Healthcare Solutions, Inc., dated August 17, 2010 and delivered on August 20, 2010
10.5	Credit Agreement by and among Allscripts-Misys Healthcare Solutions, Inc., as borrower, UBS Loan Finance LLC and Barclays Capital, as co-syndication agents, Fifth Third Bank, U.S. Bank, N.A., BBVA Compass Bank, Keybank National Association, Mizuho Corporate Bank, Ltd., RBS Citizens, N.A., Sumitomo Mitsui Banking Corporation, Suntrust Bank, The Bank of Nova Scotia and Wells Fargo Bank, N.A., as co-documentation agents, and JPMorgan Chase Bank, N.A., as administrative agent, dated August 20, 2010
99.1	Press Release issued on August 20, 2010

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**SIGNATURE**

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

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

Date: August 23, 2010

By: /s/ William J. Davis  
William J. Davis  
Chief Financial Officer

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99.1	Press Release issued on August 20, 2010



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 was filed with the Secretary of State of the State of Delaware on September 25, 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 August 9, 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 23<sup>rd</sup> day of August, 2010.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

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

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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

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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 August 20, 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

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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

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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

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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

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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



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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.

BY-LAWS  
OF  
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.  
(the "By-Laws")

As amended and restated on August 23, 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

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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

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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.

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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

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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 August 20, 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.

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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

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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.



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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

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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.

**AMENDED AND RESTATED RELATIONSHIP AGREEMENT**

**by and between**

**MISYS PLC**

**and**

**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**

**dated as of August 20, 2010**

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**THIS AMENDED AND RESTATED RELATIONSHIP AGREEMENT** dated as of August 20, 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:

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**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 Closing Percentage** means the number of Arsenal Shares held by Manchester and its Subsidiaries immediately after the Coniston Closing expressed as a percentage of the aggregate number of the then issued and outstanding Arsenal Shares.

**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.

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**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.

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**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.



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**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.

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## 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

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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

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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)

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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.

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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;

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- (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) the Coniston Closing Percentage 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) the Coniston Closing Percentage 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

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- (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

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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.

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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]**

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**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/ Glen Tullman

Name: Glen Tullman

Title: Chief Executive Officer

**TRANSITIONAL SERVICES AGREEMENT**  
**by and between**  
**MISYS PLC**  
**and**  
**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC**  
**dated as of August 20, 2010**

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## TRANSITIONAL SERVICES AGREEMENT

THIS TRANSITIONAL SERVICES AGREEMENT (this "Agreement"), dated as of August 20, 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").

### WITNESSETH:

**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).



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“**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 AllscriptsMisys 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.

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“**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.

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“**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.

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“**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;

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(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”).

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(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.

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(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.

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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



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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.

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(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

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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

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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,

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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.

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(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



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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

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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.

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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

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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

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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.

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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.

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

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

**Transitional Services Agreement Schedule**

**Financial Services**

**Schedule A**

**Summary of Services:**

Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates will provide to Misys plc and its Affiliates the Services outlined in the table below (the “Financial Services”).

	<u>Service Name</u>	<u>Provider</u>	<u>Recipient</u>	<u>Description of Service</u>	<u>Service End Date</u>	<u>Fees</u>	<u>Notice required by Recipient to Terminate (if an amount different than 45 days advance notice from Recipient is needed)</u>
<b>1.</b>	<b>Facility Occupation Services</b>						
1.1	Facility Occupation Charge	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys plc and its Affiliates	Allscripts will provide full service facility space for up to a maximum of twenty (20) Misys employees in the Forum location in Raleigh, North Carolina.	One (1) year from the Effective Date.	\$7,875 per person for the Service Period. In the case of Termination (including in relation to any individual) such amount shall be applied pro rata for the actual number of months occupied by the individual.	30 days written notice with respect to any individual.



Notice  
required by  
Recipient to  
Terminate (if  
an amount  
different than  
45 days  
advance  
notice from  
Recipient is  
needed)

Service Name	Provider	Recipient	Description of Service	Service End Date	Fees
1.2 Insurance premiums	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys plc and its Affiliates	Allscripts will charge Misys for its prorated portion of the Workers' Compensation insurance premiums and related broker fees. In addition, Allscripts will charge Misys any costs of claims made by their employees up to the \$100,000 deductible.  Coverage period is to November 30, 2010 after which time Misys plc and its Affiliates shall be responsible for procuring their own separate Workers' Compensation insurance in respect the Misys employees based in Raleigh.	November 30, 2010.	\$31,311/year for premiums plus \$2,701/year for broker fees plus claims up to \$100,000 per year.

**Service Managers:**

Misys

Name: Anne Tinker  
 Title: VP Global Compensation and Benefits  
 Phone: (919) 329-1764  
 Email: anne.tinker@misys.com

Allscripts

Name: Lisa Baker  
 Title: Vice President, Division Controller  
 Phone: (919) 329-1979  
 Email: lisa.baker@allscripts.com

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## Transitional Services Agreement Schedule

### R&D Services

#### Schedule B

##### Summary of Services:

Misys plc and its Affiliates and Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates will provide to one another the Services outlined in the table below (the "R&D Services").

The following principles shall govern the provision of the R&D Services:

1. The Provider shall perform the R&D Services at a service level in accordance with Section 2.2 of the Agreement.
2. The Recipient shall receive on a pro-rata basis the benefits of any changes implemented within the Provider's organization which would beneficially impact the Recipient's receipt of the R&D Services (including, but not limited to, cost reductions and operating efficiencies).
3. Unless the Parties shall otherwise agree, the Recipient shall exclusively own all rights in and to the Work Product created by Provider in performing the R&D Services. "Work Product" shall be defined herein as all Software (as defined in the Agreement) and the documentation and deliverables under this Schedule B relating thereto (including the intellectual property rights owned by Provider therein). The Parties agree that the Work Product includes, without limitation, the deliverables requested by Recipient and created by Provider in accordance with the Software Development Life Cycle (SDLC) Process (as set out in the exhibits to this Schedule B) in both source code and object code format. Provider agrees that the Work Product shall be deemed "works-made-for-hire" for Recipient under the copyright laws of the United States and all other applicable jurisdictions. Provider hereby gives, transfers and assigns to Recipient all of Provider's right, title and interest in and to the Work Product (including all intellectual property rights owned by Provider therein) to the extent not already owned by Recipient, and hereby waives any so-called "moral rights" in the Work Product, to the extent permitted by law. Provider acknowledges and agrees that the assignment in this paragraph is perpetual, irrevocable and worldwide. Provider hereby agrees that the rights assigned hereunder shall not be subject to reversion (pursuant to the Indian Copyright Act of 1957) if Recipient fails to exercise any such rights within one year. Provider agrees to execute and deliver such additional documents and take such additional reasonable actions as Recipient deems necessary or convenient to perfect or evidence Recipient's ownership of the Work Product or to enable Recipient to record the agreement set out in this Schedule B and/or secure rights of copyright and/or letters patent in its name, or otherwise to enforce its rights in the Work Product in any country throughout the world or otherwise carry out the provisions of this paragraph 3, provided that preparation of such additional documents shall be at the expense of Recipient. Provider agrees that its employees and subcontractors involved in delivering the R&D Services shall be covered by written agreements or otherwise be bound by obligations sufficient to protect Recipient's rights in the Work Product consistent with the terms of this paragraph 3.
4. Provider shall not incorporate any pre-existing Provider intellectual property (including, without limitation, Software (as defined in the Agreement), content or other rights) (collectively, the "Retained Intellectual Property") into any Work Product without the prior written approval of the Recipient's CEO, which approval may be given or withheld in the Recipient's CEO's sole discretion. Should the Parties agree to incorporate Retained Intellectual Property into the Work Product, the Parties shall negotiate in good faith the scope of the license granted Recipient to use such Retained Intellectual Property. In the event that the Provider unintentionally incorporates Retained Intellectual Property into any Work Product without getting the Recipient's CEO's prior written approval, any such Retained Intellectual Property shall be deemed licensed to the Recipient on a non-exclusive, perpetual, paid-up, royalty-free, worldwide basis and as otherwise necessary for the development, manufacture, support, distribution, sale or use of the products, services or operations of Recipient and its Affiliates in which it is incorporated; provided that any license granted pursuant to this sentence does not include the right to distribute or sublicense the relevant Retained Intellectual Property on a standalone basis independent of Recipient's or its Affiliates' products and services; provided, further, that, as promptly as possible upon delivery by the Provider of a replacement for such Retained Intellectual Property (the "Replacement Intellectual Property"), the Recipient shall cease use of such Retained Intellectual Property

and replace it with such Replacement Intellectual Property. Such Replacement intellectual property may, at the Provider's option, consist of Work Product and/or Third-Person Intellectual Property (as defined below), and all such Replacement Intellectual Property must have the same or better functionality than the Retained Intellectual Property being replaced and be reasonably acceptable to the Recipient.

5. Provider shall not incorporate any Software, content or other Intellectual Property of any third Person (collectively, the "Third-Person Intellectual Property") into any Work Product without Recipient's prior written approval, which approval may be given or withheld in Recipient's sole discretion. Provider shall use commercially reasonable efforts to help Recipient to secure all license rights requested by Recipient from the applicable third-Person licensor, provided that Recipient shall bear any costs for obtaining such third-Person rights.

6. The Parties acknowledge that as of the Effective Date, Misys is providing software development services to Allscripts pursuant to Section 1.1 of this Schedule. All requests for software development services by Allscripts to Misys shall be handled in accordance with the Software Development Life Cycle (SDLC) Process as detailed in Exhibit B-3 hereto. Misys shall use commercially reasonable efforts to provide Allscripts with access to Misys development personnel who will provide the software development services in accordance with demand forecasts that are to be provided by Allscripts to Misys on a monthly basis.

7. Misys acknowledges that Allscripts is in the process of developing performance metrics or matrices with respect to Allscripts' development and support efforts (both internal and external). Misys will reasonably cooperate with Allscripts' efforts to develop these metrics, including, without limitation, by providing historical information to support development of baseline metrics. Upon completion of these metrics, Allscripts will notify Misys in writing of all metrics applicable to the R&D Services provided by Misys, and the Parties agree to discuss in good faith the scope and nature of such proposed metrics. Upon the Parties' agreement on the metrics used to track Misys' performance of the R&D Services, Misys will reasonably cooperate with Allscripts in tracking Misys' performance against such metrics, including providing reasonable reporting thereon.

	<u>Service Name</u>	<u>Provider</u>	<u>Recipient</u>	<u>Description of Service</u>	<u>Service End Date</u>	<u>Fees</u>	<u>Notice required by Recipient to Terminate (if more than 45 days advance notice from Recipient is needed)</u>
<b>1.</b>	<b>Product Development services provided by Misys</b>						
1.1	Software Development Services	Misys Software Solutions (India) Private Limited	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys to provide software development services from its Bangalore, India location per requests by Allscripts pursuant to the SDLC Process. The services shall include: •Development •Quality Assurance •Performance Testing	Two (2) years from the Effective Date. The Service Period may be extended upon mutual written agreement of the parties provided	The Fees will be calculated by using an hourly rate of: (a) \$18.65 from the Effective Date until the date that is two (2) months from the Effective Date; and	Termination not permitted except as set out in section 1.7(b) below and on the conditions set out in that section.

Notice required  
by Recipient to  
Terminate (if  
more than 45  
days advance  
notice from  
Recipient is  
needed)

Service Name	Provider	Recipient	Description of Service	Service End Date	Fees	Notice required by Recipient to Terminate (if more than 45 days advance notice from Recipient is needed)	
			<ul style="list-style-type: none"> <li>•Sustenance Engineering Services</li> <li>•Tech Pubs</li> <li>•Business/Design Analysts</li> <li>•Project Management/Technical Management</li> <li>•Architects</li> <li>•Release Mgt/Conf. Mgt</li> <li>•Other Misc software development Services as agreed</li> </ul> <p>For purposes of clarification, these software development services do not include any of the services described in row 1.3 below.</p>	that the terms of such extension are agreed in writing by the parties prior to the first anniversary of the Effective Date. If no such agreement regarding extension is reached prior to that time then the Services provided pursuant to this Schedule shall cease on the Service End Date specified above.	(b) \$23.31 thereafter.  Other material costs as needed (e.g., specialized hardware specific to project needs, specialized software licenses specific to project needs, etc.).  The development rate as set out in this row 1.1 does not include the annual license costs of HP Mercury Suite for QA or Collabnet (which are set out below).		
1.2	Misys Development Global Leadership Team	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys to provide global leadership oversight	As per row 1.1 above.	\$37,200 per month during the Service Period.	As per row 1.1 above.
1.3	Misys Development Global Technology Services  Misys Development	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	<p><b>Consulting Services:</b></p> <p>Misys to provide Technology Governance and Standards, User Experience services including but not limited to Human Factors Engineering, Reference Models and Design Templates.</p>	As per row 1.1 above.	\$75,000 per month during the Service Period.  Other material costs as needed (e.g., specialized hardware specific to project	As per row 1.1 above.

Notice required  
by Recipient to  
Terminate (if  
more than 45  
days advance  
notice from  
Recipient is  
needed)

Service Name	Provider	Recipient	Description of Service	Service End Date	Fees
Global Infrastructure Services Misys Development Global Operations Engineering Quality Services			<p>The Global Technology team shall engage on a proactive basis or on a request basis to perform technology reviews of specific product technology, ensure technology path set out by Solution Management, provide ongoing visibility to Senior Management of technology progress, and identify/suggest corrective actions for any deficiencies found. The team shall perform technology reviews on an ad-hoc or proactive basis to ensure compliance to standards.</p> <p>The Global Human Factors Engineering team shall provide Human Factors Engineering services. The team shall be engaged by Allscripts product teams hereunder to build user interfaces, interaction models, reference models and design templates to facilitate building consistent user interfaces across all applications.</p> <p>Misys to provide Global Quality Services to include:</p> <ul style="list-style-type: none"> <li>•SDLC processes, tools, and any necessary operating platform.</li> <li>•Standards for quality processes and procedures that would be operationalized across all programs to</li> </ul>		needs, specialized software licenses specific to project needs, etc.).

Notice required by Recipient to Terminate (if more than 45 days advance notice from Recipient is needed)

Service Name	Provider	Recipient	Description of Service	Service End Date	Fees	Notice required by Recipient to Terminate (if more than 45 days advance notice from Recipient is needed)
			<p>manage, track and ensure compliance against the global standards.</p> <ul style="list-style-type: none"> <li>• SDLC training, rollout planning and compliance tracking across all programs.</li> </ul> <p><b>Infrastructure Services:</b></p> <p>Misys to provide development infrastructure services to include:</p> <ul style="list-style-type: none"> <li>• Development tools and platforms (including, without limitation, Microsoft).</li> <li>• ALM tools/platforms (including, without limitation, Collabnet).</li> <li>• Project Management tools &amp; platform (including, without limitation, Clarity applications).</li> </ul> <p>Collabnet Licenses for Allscripts-Misys Healthcare to participate in the Misys Global ALM program.</p> <p>For purposes of clarification, these services include hosting, support and access to all of the foregoing tools and platforms for Allscripts development and support personnel.</p>			
1.4 Software Licenses	Misys plc and its Affiliates	Allscripts- Misys Healthcare Solutions, Inc. and its Affiliates Solutions, Inc. and Its Affiliates	<p>Provision of software licenses in connection with the services being provided at rows 1.1 to 1.3 above.</p>	November 30, 2011. Six (6) months prior to this date the parties will meet to discuss the Recipient's requirements in respect of these software licenses and determine the best method of procuring such licenses from the relevant vendors.	<p>The Recipient shall pay \$25,463.00 per month for its use of the HP Mercury licenses (the "<u>HP Mercury Monthly Fee</u>"). This fee includes infrastructure and training.</p> <p>\$30.00 per person per month per license required during the Service Period for Collabnet licenses. The fee includes infrastructure and training.</p>	Six (6) months prior notice to November 30, 2011

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## 1.5 Reduction in software development services

- 1.5(a) Each calendar month during the Service Period, Recipient shall be entitled to reduce the total number of hours of software development services (set out in row 1.1 above) to a number that is less than the Monthly Lower Limit Hours for such calendar month. If Recipient requires less than the Monthly Lower Limit Hours for a calendar month, then, notwithstanding any such reduction in hours, Recipient shall continue to be charged for, and shall continue to pay to Provider, the Monthly Lower Limit Hours for that calendar month.
- 1.5(b) The Monthly Lower Limit Hours for each calendar month shall be calculated as  $80\% \times 82\% \times 8 \times$  the Total Available FTE Work Days in the relevant calendar month.

Total Available FTE Work Days means the number of non-weekend days during the relevant calendar month of all employees in Bangalore (India) who support the Allscripts development team but excludes any days where such employees will have voluntarily left their employment (or have been reassigned or promoted out of working exclusively for Allscripts) during the relevant calendar month; it also includes the days available from new employees recruited to work as replacement R&D personnel for Allscripts at the express prior written request of Allscripts.

For the avoidance of doubt, there shall be no deduction to the Total Available FTE Work Days for holidays, public holidays, training and sick days, which are instead catered for in the 82% utilization factor above.

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## 1.6 Forecast of anticipated software development services

Subject to section 1.5 above, for each month during the Service Period, Recipient shall provide Provider with an estimate of the number of hours of software development services (set out in row 1.1 above) that it will require. Such estimate shall be provided to Provider six (6) months in advance of the relevant month being forecasted except that the estimate for each of the first six (6) months immediately following the Effective Date shall be provided within ten (10) business days of the Effective Date. If Recipient does not provide an estimate within the required time set out herein, then the estimate for the relevant month where no estimate is given by Recipient shall be deemed to be the same estimate that applied to the month immediately prior to that month. In all cases the actual number of hours of software development services provided for a particular month shall not be less than 90% of the estimate given for that month. If the actual number of hours ends up being less than 90% of the estimate, then Recipient shall be charged for, and shall pay to Provider, the number of hours that is equal to 90% of the estimate.

## 1.7 Termination

- 1.7(a) Subject to section 1.7(b) of this Schedule and section 5.2(a) of the Agreement only, Recipient shall have no right to terminate the R&D Services at any time prior to the relevant Service End Date for such R&D Service. If the R&D Services are not renewed or extended beyond the relevant Service End Date set out above (other than in circumstances where they have transitioned under the India Migration Plan pursuant to section 1.7(b) below) so that the R&D Services cease on the relevant Service End Date specified, the Recipient shall pay to Misys the following:
- (i) (redundancy and lease costs) in consideration of Misys having employed staff in Bangalore (India) in support of the Allscripts development team, and in consideration of Misys having undertaken new lease obligations at Maruthi (India) in support of the Allscripts development team in Bangalore, Allscripts agrees to pay Misys in respect of the services set out in 1.1 to 1.3 on the Service End Date an amount representing liquidated damages equal to \$1,000,000; and
  - (ii) (HP Mercury) in relation to the services set out in 1.4, such costs as are determined in accordance with section 2.8 of the Agreement.
- 1.7(b) Upon Allscripts providing Misys with notice at any time during the Service Period set out in this Schedule that it wishes to terminate pursuant to this section 1.7 in order to give effect to the proposals set out in the India Migration Plan (as that term is defined in the Framework Agreement) Misys shall provide Allscripts with such assistance as agreed in the India Migration Plan. If Allscripts terminates the R&D Services in order to give effect to the India Migration Plan, Allscripts shall not be required to pay Misys the termination costs set out in section 1.7(a) above for such R&D Services.

### Service Managers:

#### Misys

Name: Mike Sainsbury  
Title: Vice President of Global Operations Engineering & Quality  
Phone: (647) 299-7307  
Email: mike.sainsbury@misys.com  
Schedule B Sections: 1.1, 1.3



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Name: Rick Bernard  
Title: Vice President of Global Technology  
Phone: (508) 878-6433  
Email: rick.bernard@misys.com  
Schedule B Sections: 1.3, 1.4

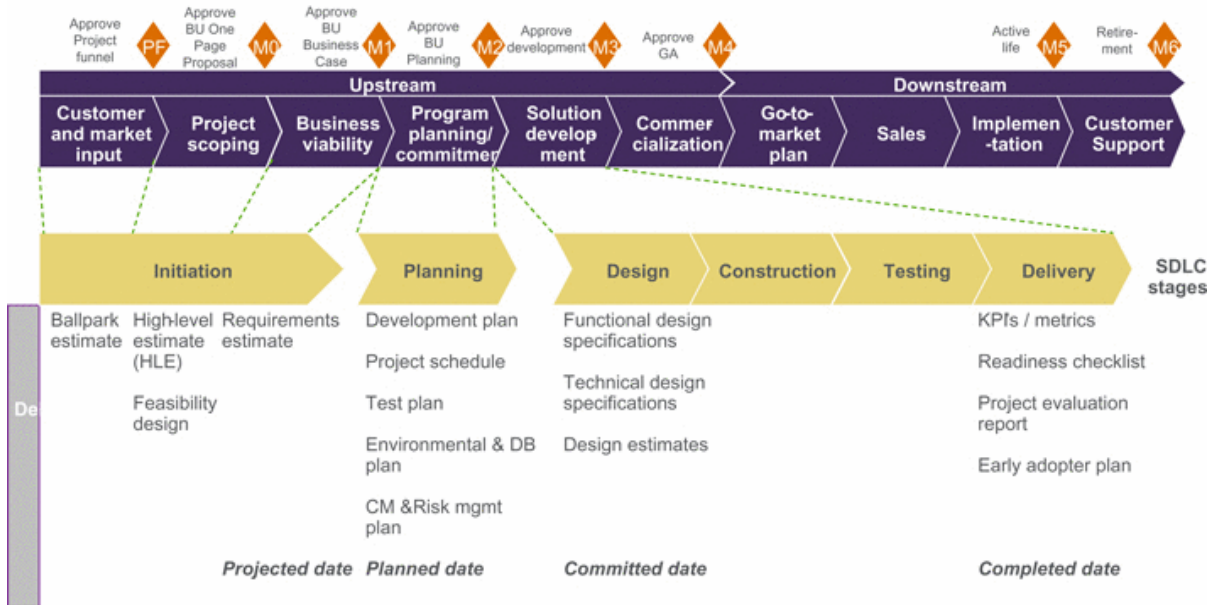
Name: Joanne Felix  
Title: Vice President of Finance  
Phone: (267) 432-6944  
Email: joanne.felix@misys.com  
Schedule B Sections: 1.2, 1.4

Allscripts

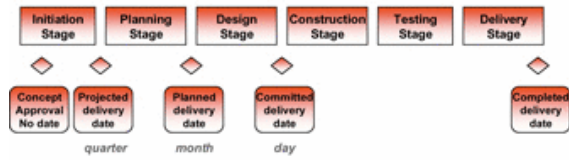
Name: Faisal Mushtaq  
Title: Senior Vice President Product Development  
Phone: (919) 329-1658  
Email: faisal.mushtaq@allscripts.com



## Product Lifecycle Management (“PLM”) Process



# Allscripts Waterfall SDLC



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Business Requirements Definition (BRD)  
Estimation  
Project Development Plan  
Project Work Breakdown Structure (WBS) \*\*  
Risk Register \*\*  
Test Plan  
Functional Design Specification (FDS)  
Technical Design Specification (TDS)  
Project Readiness Checklist  
Project Evaluation Report

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Feasibility Design  
Requirements Traceability Matrix (RTM)  
Configuration Management (CM) Plan  
Environment and Database Plan  
Project Compatibility & Impact Analysis Tables  
Software Lifecycle Efficiency (SLICE)  
Compliance Tracker

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*Required project document in SDLC*  
*Available to support teams with SDLC*  
*\*\* Now fully automated in Clarity based on SDLC template*



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**Transitional Services Agreement Schedule**

**Manila Support Services**

**Schedule C**

**Summary of Services:**

Misys International Banking Systems, Inc. (the “Provider”) will provide the Services to Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates (collectively, the “Recipient”) outlined in the table below (the “Manila Support Services”).

1. With respect to (a) all Healthcare Level 1, Healthcare Level 2 and Healthcare Consulting personnel providing the call center services and (b) all personnel managing the Healthcare Level 1, Healthcare Level 2 and Healthcare Consulting personnel providing the call center services (the personnel mentioned in clauses (a) and (b) of this sentence are referred to herein as “Healthcare Call Center Personnel”), Provider shall provide advice and feedback, but Recipient shall have sole discretion with respect to setting salaries, bonuses, raises and all other costs to be paid by Provider under rows 1.6 and 2.6 below.

2. The services described in rows 1.1, 1.2, 2.1 and 2.2 below shall be provided and supported in accordance with the service level requirements specified in Schedule D to the Agreement.

3. With respect to the services described in rows 1.3 and 2.3, Provider shall use commercially reasonable efforts to (a) recruit personnel as expeditiously as possible and (b) deliver to Recipient multiple reasonably qualified candidates for every open position. Nothing in the Agreement or this Schedule shall restrict Recipient’s ability to recruit personnel through alternative channels.

4. With respect to the Customer Loyalty Program identified under “Additional Fees” below, Misys employee Aaron Morrison is currently the Misys employee who oversees the process. The parties intend for Aaron to transfer to the Allscripts payroll on June 1, 2010 but, should this not happen by June 1, 2010, Aaron’s services shall be charged to Allscripts at the rate of 80% of his salary and benefits until such time as Aaron’s transfer to the Allscripts payroll is completed. Upon the completion of the transfer of Aaron’s employment to Allscripts, Misys shall no longer charge Allscripts for his services.

<u>Service Name</u>	<u>Description of Service</u>	<u>Service End Date</u>	<u>Fees</u>
<b>1. Manila Support Desk Services</b>			
1.1 Telecommunications, Infrastructure and Long Distance	Specific costs related to the Healthcare operations (Cisco phone system, call costs, telephone lines, equipment dedicated to the Healthcare business (separately identifiable infrastructure, personal computers and telecommunications costs for Healthcare)).	Six (6) months from the Effective Date (without prior termination).	Charge per person will be calculated using actual costs.
1.2 Information Systems Support	<ul style="list-style-type: none"><li>• Specific costs related to the Healthcare operations (desktops, servers, network infrastructure, SFDC licenses, etc.). General costs – not specifically allocated for IT Costs.</li><li>• General IT time &amp; support (desktop management by IT dept. installation of printers, local backups, etc.).</li><li>• Access to Misys Service Desk.</li><li>• Project support (e.g., Implementation of Cisco phone system).</li></ul>	Six (6) months from the Effective Date (without prior termination) with 2-month lead time for PC and phone acquisition and setup (if not already established).	“General” IT support – to be charged at \$213 per FTE for the Service Period.

<u>Service Name</u>	<u>Description of Service</u>	<u>Service End Date</u>	<u>Fees</u>
1.3 HR / Recruiting Support	<ul style="list-style-type: none"> <li>Local HR support</li> <li>Recruiting</li> <li>General office employee related expenses (office teambuilding, employee satisfaction, etc.; example – catering for employee town hall)</li> </ul>	Six (6) months from the Effective Date (without prior termination) with 3-month lead time for recruitment (if not already established).	To be charged at \$390 per FTE for the Service Period.  Specific recruiting fees for targeted positions (example: management positions) paid externally to be charged as incurred.
1.4 Services Provided by Facilities	General facility charges (janitorial, catering, employee meetings, etc.)	Six (6) months from the Effective Date (without prior termination).	To be charged at \$71 per FTE for the Service Period.
1.5 Finance Support	General accounting and finance specific support.  Payroll bureau Pension administration. Audit/tax fees Local compliance/taxes etc.	Six (6) months from the Effective Date (without prior termination).	To be charged at rate of \$222 per FTE for the Service Period.
1.6 Remuneration Costs	Specific costs related to salary, overtime, benefits, payroll taxes and bonuses.	Six (6) months from the Effective Date (without prior termination).	Charge per person will be calculated using actual costs.
2. Manila Consulting Services	Consultants/Consulting Services such as Enterprise Support in the form of front-line help desk services provided remotely by Misys Manila on behalf of Allscripts		
2.1 Telecommunications, Infrastructure and Long Distance	Specific costs related to the Healthcare operations (Cisco phone system, call costs, telephone lines, equipment dedicated to the Healthcare business (separately identifiable infrastructure, personal computers and telecommunications costs for Healthcare)).	Six (6) months from the Effective Date (without prior termination).	Charge per person will be calculated using actual costs.
2.2 Information Systems Support	<ul style="list-style-type: none"> <li>Specific costs related to the Healthcare operations (desktops, servers, network infrastructure, SFDC licenses, etc.). General costs – not specifically allocated for IT Costs.</li> <li>General IT time &amp; support (desktop management by IT dept. installation of printers, local backups, etc.).</li> <li>Access to Misys Service Desk.</li> <li>Project support (e.g., Implementation of Cisco phone system).</li> </ul>	Six (6) months from the Effective Date (without prior termination) with 2-month lead time for PC and phone acquisition and setup (if not already established).	“General” IT support – to be charged at \$213 per FTE for the Service Period.

<u>Service Name</u>	<u>Description of Service</u>	<u>Service End Date</u>	<u>Fees</u>
2.3 HR / Recruiting Support	<ul style="list-style-type: none"> <li>• Local HR support</li> <li>• Recruiting</li> <li>• General office employee related expenses (office teambuilding, employee satisfaction, etc.; example – catering for employee town hall)</li> </ul>	Six (6) months from the Effective Date (without prior termination) with 3-month lead time for recruitment (if not already established).	<p>To be charged at \$390 per FTE for the Service Period.</p> <p>Specific recruiting fees for targeted positions (example: management positions) paid externally to be charged as incurred.</p>
2.4 Services Provided by Facilities	General facility charges (janitorial, coffee, etc.)	Six (6) months from the Effective Date (without prior termination).	To be charged at \$71 per FTE for the Service Period.
2.5 Finance Support	<p>General accounting and finance specific support.</p> <p>Payroll.</p> <p>Local compliance/taxes etc.</p>	Six (6) months from the Effective Date (without prior termination).	To be charged at rate of \$222 per FTE for the Service Period.
2.6 Remuneration Costs	Specific costs related to salary, overtime, benefits, payroll taxes and bonuses	Six (6) months from the Effective Date (without prior termination).	Charge per person will be calculated using actual costs.
<b>3. Office Space</b>			
3.1 Office Space	Specific costs related to the build out of the existing Manila facility are recharged on an actual basis.	Six (6) months from the Effective Date (without prior termination).	<p>Charge per person will be \$4,306 per head per year, based on the existing space currently under lease in One Philamlife Tower; provided that two people using the same space on different shifts will constitute a single headcount.</p> <p>Fees for any additional space, fitouts, remodeling etc. above and beyond what is under lease as of March 1, 2009 which is specifically requested by Allscripts will be subject to additional negotiation by the parties.</p>

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**Additional Fees:** To be billed to Allscripts at actual cost.

**Transition Cost – Travel to or from Allscripts locations such as Raleigh (secondment in preparation for cutover of services, employee enablement), including travel expenses and use of Misys apartment**

**Estimated to be four trips during the Service Period at an approximate total cost of \$30,000**

**Training (fees paid to third parties for employee training)**

**Estimated to be four classes during the Service Period at a cost of \$5,000 per class**

**Customer Loyalty Program (NPS) –share of Aaron Morrison**

**80% of Aaron Morrison’s salary + benefits. The parties intend for Aaron to transfer to the Allscripts payroll on June 1, 2010 but, should this not happen by June 1, 2010, Aaron’s services shall be charged to Allscripts at the rate set out above until such time as Aaron’s transfer to the Allscripts payroll is completed. Upon the completion of the transfer of Aaron’s employment to Allscripts, Misys shall no longer charge Allscripts for his services.**

**Customer Loyalty Program (NPS) –Continued use of Satmetrix**

**The Recipient intends to procure its own provider to carry out surveys of its customer base prior to the Effective Date. Notwithstanding this if, for any reason, Allscripts has not entered into an agreement with an alternative provider by the Effective Date and the Allscripts surveys are continued to be performed by Satmetrix under any contract that Misys has with Satmetrix, Misys will be entitled to charge, and Allscripts shall pay, a fee equal to one third of Satmatrix contract cost until such time that Allscripts enters into its own separate contract with a third party provider and that contract takes effect.**

#### **4. Termination/Expiry**

On the Service End Date, in consideration of Provider having employed staff in Manila in support of Recipient’s support requirements, Recipient agrees to pay Provider an amount equal to the redundancy costs incurred by Provider. As at May 2010 this amount is estimated to be \$218,511. Provider shall endeavor to minimize these costs through redeployment of such staff where possible.

#### **Service Managers:**

##### Misys

Name: Pete Tantillo  
Title: Vice President Finance, Global Services & Support  
Phone: +1 212 320 4672  
Email: [peter.tantillo@misys.com](mailto:peter.tantillo@misys.com)

Name: Kaye Capinpin  
Title: Head of Global Contact Centre, Misys Manila  
Phone: +632 867 9326  
Email: [raquel.capinpin@misys.com](mailto:raquel.capinpin@misys.com)

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Allscripts

For Manila Support Desk Services:

Name: Ben Clark (Senior contact)  
Title: Senior VP Customer Support  
Phone: (919) 329-1468  
Email: [ben.clark@allscripts.com](mailto:ben.clark@allscripts.com)

Name: Angelo Guiao  
Title: Operations Head  
Phone: +632 867 9363  
Email: [angelo.guiao@allscripts.com](mailto:angelo.guiao@allscripts.com)

For Manila Consulting Services:

Name: John Nebergall  
Title: Sr. Vice President  
Phone: (312) 506-1215  
Email: [john.nebergall@allscripts.com](mailto:john.nebergall@allscripts.com)



**Transitional Services Agreement Schedule**

**Information Systems Services**

**Schedule D**

**Summary of Services:**

Misys plc and its Affiliates and Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates will provide to one another the Services outlined in the table below (the “Information Systems Services”).

1. All Information Systems Services to be provided by Misys plc and its Affiliates to Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates shall be provided in accordance with Section 2.2 of the Agreement (the “Service Level”).
2. Misys may provide suggestions for improving Allscripts’ information system infrastructure and resources to support delivery of improved service levels. If Allscripts elects to apply one or more such suggestions, Allscripts shall be responsible for all related third-party and capital expenditures.
3. On a monthly basis, the Service Managers shall meet to review each Party’s performance against the Service Level and to discuss possible enhancements, refinements or modifications to the Service Level based upon then-current operations.
4. As part of the Services, Misys shall endeavor to enable Allscripts to leverage existing network infrastructure to minimize international phone call expenses particularly with respect to the Manila call center.
5. For purposes of clarification, Provider shall have no final authority to bind Recipient to make any final purchases or enter into any contract with respect to capital expenditures and third-party services without Recipient’s consent thereto. Notwithstanding anything in the Agreement or this Schedule, Provider shall not be held liable under the Agreement or this Schedule for any failure to meet the service level articulated in Section 2.2 of the Agreement or any of the service levels included in the Service Level resulting from Recipient’s failure to follow Provider’s recommendations with respect to capital expenditures or third-party services, provided that absent an acute hardware failure that might require expedited hardware replacement, Provider shall give Recipient at least sixty (60) days’ prior notice of the need for the applicable expenditures (in excess of \$50,000 in the aggregate) and describe how failure to make the expenditures would specifically affect the service levels.
6. The Service End Date for this Schedule D shall be six (6) months from the Effective Date and there shall be no early termination. Further, the Fees set out in this Schedule shall be fixed for the Service Period. As consideration for this, during the Service Period, Provider shall assist the Recipient in establishing replacement Information Systems Services.

<u>Service Name</u>	<u>Provider</u>	<u>Recipient</u>	<u>Description of Service</u>	<u>Fees</u>
<b>1. Senior Mgmt IS Services</b>				<b>\$49,803.75 per month</b>
1.1 Overall IS Management	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Overall responsibility for managing the fulfillment of the company’s technology requirements within IS. The focus will be on working with each business unit and functional area to understand their short and long term strategic goals and providing a technology roadmap that will facilitate these. They will coordinate with Global IS to determine cost, timing, etc. of projects and utilize these to help the company prioritize initiatives. They will also be responsible for monitoring service levels provided to the company and to work with IS to raise any issues meeting the service levels and to continue to improve them. These services will include management of disaster recovery planning for the technology.	

<u>Service Name</u>	<u>Provider</u>	<u>Recipient</u>	<u>Description of Service</u>	<u>Fees</u>
1.2 Infrastructure Services	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Provide management and planning for supporting infrastructure including data center services, networking (data and voice), phone systems, messaging, desktop services and purchasing management.	
1.3 Application Services	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Provide overall management and planning for the development efforts related to all internal applications such as Salesforce, Support Force, Solomon, Clarity, Web sites, MSG Applications, etc. Special projects related to implementing (or upgrading) these types of applications shall be subject to the Parties agreeing upon a Statement of Work covering such services and any related capital expenditures. Basic ongoing application support is included within the Fees specified herein.	
1.4 Security Services	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Lead information risk and information security initiatives. Work to protect the confidentiality, integrity and availability of information, and to maintain the administrative and technical safeguards to provide that protection. The role includes management of all aspects of security related projects while demonstrating large-scale company wide project expertise.	
<b>2. Offshore Technical Support</b>				<b>\$44,227.54 per month</b>
2.1 DBA	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Database administrative services	
2.2 Reporting Services	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Report development for Clarity and Cognos (product development, Professional Services, Finance, etc.)	

<u>Service Name</u>	<u>Provider</u>	<u>Recipient</u>	<u>Description of Service</u>	<u>Fees</u>
2.3 Web Development	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Intranet and Extranet development resources and support	
2.4 Cognos Support	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Support for financial reporting, cube development (PS, PD, etc.) planning models, etc.	
2.5 Service Desk Support	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Queue management, level 1 support, after hours support	
<b>3. Shared Resource Utilization</b>			<b>Multiple resources residing within Misys plc will provide resources for various functions in exchange for the receipt of services under section 4</b>	<b>\$0</b>
3.1 Cognos Implementation	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Requirements definition, Project Management, design, ETL, etc.	
3.2 Integrations	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Support for various integration requirements	
3.3 Messaging Support & Management	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Overall support and project management for messaging related initiatives and systems	

<u>Service Name</u>	<u>Provider</u>	<u>Recipient</u>	<u>Description of Service</u>	<u>Fees</u>
3.4 Purchasing Management	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Support for the processing of IS related acquisitions	
<b>4. Shared Resource Utilization</b>			<b>Multiple resources residing within Allscripts-Misys Healthcare Solutions, Inc. will provide resources for various functions in exchange for the receipt of services under section 3 of this Schedule</b>	<b>\$0</b>
4.1 Web Development	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys plc and its Affiliates	Program & project management and development support for both intranet and extranet systems	
4.2 Clarity Support	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys plc and its Affiliates	Program & project management and development support for global Product Development, PS, IT use of Clarity in both the US and UK systems	
4.3 SFDC Support	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys plc and its Affiliates	Program & project management and development support for Sales, Marketing and Support systems	
4.4 Networking Management	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Misys plc and its Affiliates	Provide management and planning for supporting the networking infrastructure (data and voice), phone systems	
<b>5. Allscripts IS Budget Management</b>				<b>\$0</b>
5.1 Misys recharges	Misys plc and its Affiliates	Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates	Provision of certain items (such as SFDC & Clarity) which are to be set out in a schedule of items which is to be provided by Misys. Such schedule will change over time and will need to be maintained.	

Ongoing fees such as SDFC licenses are billed separately.

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To the extent that any third-party vendor expenses incurred on the Recipient's behalf are unable to be billed directly to the Recipient, the Party that has the contractual relationship with the vendor for the specific expenses at issue shall (i) be responsible for paying the vendor, including all amounts owed by both Misys and Allscripts to such vendor and (ii) invoice the other Party for any portion of the vendor's invoice incurred on behalf of such other Party (any such invoice to the other Party to be paid pursuant to the terms of Section 3.2 of the Agreement).

During the Service Period for the Services provided under this Schedule D, the Provider and the Recipient shall cooperate in good faith to separate existing shared third party products and services (as detailed in approximately thirty contracts) taking into account their respective proportionate use thereof. Such separation shall be carried out in accordance with Section 2.8 of the Agreement and may require the assignment, termination and/or separation of the various third party agreements and the consent of third parties.

**Service Managers:**

Misys

Name: Ellen M. Clarke  
Title: EVP and CIO  
Phone: 646.409.3256  
Email: ellen.clarke@misys.com

Allscripts

Name: Lee Shapiro  
Title: President and Chief Operating Officer  
Phone: 312.506.1207  
Email: lee.shapiro@allscripts.com

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**Transitional Services Agreement Schedule**

**Tax Services**

**Schedule E**

**Summary of Services:**

Allscripts-Misys Healthcare Solutions, Inc. and its Affiliates (collectively, the "Provider") will provide the Services outlined below (the "Tax Services") to Misys plc and its Affiliates (collectively, the "Recipient").

The Tax Services to be provided by Provider pursuant to this Schedule E is the provision of tax audit assistance for the Recipient for all outstanding tax audit years prior to the Effective Date and the Tax Services shall continue to be provided until such time as Misys plc serves a written termination notice to Provider to terminate the Tax Services (the "Service End Date").

The Provider shall seek written pre-approval from Misys plc for all third party costs or expenses to support the audit process (if such costs or expenses are necessary) prior to incurring such costs or expenses. If Provider incurs any such costs or expenses without first obtaining Misys plc's prior written approval then Provider solely shall be responsible for those costs or expenses.

**Fees:**

**Charge to Recipient**

**\$7,500 per month commencing on the Effective Date until the Service End Date.**

**Service Managers:**

Misys

Name: Tim Homer  
Title: Group Tax Director  
Phone: +44 (0)20 3320 5773  
Email: tim.homer@misys.com

Allscripts

Name: Lisa Garrett  
Title: Tax Director  
Phone: + 1 919 329-1756  
Email: lisa.garrett@allscripts.com

## TRADEMARK LICENSE TERMINATION AGREEMENT

THIS AGREEMENT dated as of August 20, 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) AllscriptsMisys LLC (formerly 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;

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**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 August 20, 2010 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



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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]*

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**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 20<sup>th</sup> day of August 2010.

**MISYS PLC**

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

**ALLSCRIPTSMISYS LLC**

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

**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**

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

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT is dated as of August 20, 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".

WITNESSETH:

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.

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## 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 sublicense 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

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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. 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.

4.2 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

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confusingly similar thereto, for any goods or services anywhere in the world). Licensee shall reasonably cooperate with Licensor, at Licensor's expense, in maintaining registrations for the Licensed Marks, and shall, upon Licensor's request, provide to Licensor any declarations, evidence, documents, specimen and testimony concerning the Licensed Marks that Licensor may request for use in connection with maintaining Licensor's rights in the Licensed Marks. 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

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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

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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



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

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

**Schedule A**

**Licensed Marks**

<u>Name of Mark</u>	<u>Registration Information</u>	<u>Goods and Services Associated with the Mark</u>
MISYS	Reg. No. 3,177,341	Computer software for database management for use in the fields of finance, medicine and healthcare, <i>inter alia</i> .
M (and design) 	Reg. No. 3,256,754	Computer software for database management for use in the fields of finance, medicine and healthcare, <i>inter alia</i> .
MISYS EMR	Reg. No. 2,905,511	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS FIRSTHAND	Reg. No. 2,905,512	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS TIGER	Reg. No. 2,905,513	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS VISION	Reg. No. 2,904,102	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS VISION/OPTIMUM	Reg. No. 2,905,514	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS VISION/ENABLED	Reg. No. 3,240,977	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.

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<u>Name of Mark</u>	<u>Registration Information</u>	<u>Goods and Services Associated with the Mark</u>
MISYS I-CLASS	Reg. No. 2,904,104	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS QUERY	Reg. No. 2,904,111	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS PRACTICE PULSE	Reg. No. 3,199,674	Computer software for managing clinical and administrative data for healthcare.



Allscripts-Misys Healthcare Solutions, Inc.  
222 Merchandise Mart Plaza, Suite 2024  
Chicago, IL 60654  
USA

17 August 2010

Dear Sir,

ON DEMAND BANK GUARANTEE NO: T406354

We are informed by Misys plc (company number 01360027) ("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) of the Framework Agreement.

In consideration of your entering into the Framework Agreement, we, The Royal Bank of Scotland plc, London Trade Services Centre, Bonds and Guarantees, PO Box 39971, Devonshire Square, London EC2M 4XB, 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 and must be executed on your behalf by your Chief Executive Officer (whose signature thereon must match the specimen signature contained in Exhibit F). 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 at our above address or to our office in the U.S.A. as follows:

The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

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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 at either of the above stated addresses.

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\$168,000,000.00 (United States Dollars One Hundred and Sixty Eight Million) (the "Maximum Guarantee Amount") as reduced from time to time by a notice from Misys in the form of Exhibit B hereto signed by the Chief Executive Officer of Misys (whose signature thereon must match the specimen signature contained in Exhibit F) (including all attachments required by paragraph 3 of Exhibit B) (a "Reduction Notice").
2. This guarantee will come into force on 17 August 2010.
3. This guarantee will expire upon our receipt of a duly executed certificate of the Chief Executive Officer of Misys (whose signature thereon must match the specimen signature contained in Exhibit F) 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).

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. Bank Notices must be signed by the Chief Executive Officer of Allscripts or Misys (whichever is applicable), whose signature thereon must match the specimen signature contained in Exhibit F.

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).

SUBSCRIBED for and on behalf of )  
THE ROYAL BANK OF SCOTLAND plc by )  
Martin Savio Haynes acting under a power of attorney ) /s/ Martin Savio Haynes  
in his favour dated 19 September 2008 at Edinburgh )  
on 17 August 2010 )

in the presence of:

Signature of Witness:  /s/ Anjali Susan Lancaster

Full Name: Anjali Susan Lancaster

Address: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB

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).

Duly executed and delivered as a deed by  
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

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

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**EXHIBIT A  
FORM OF DEMAND NOTICE**

To: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager

Or

To: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

The undersigned, the Chief Executive Officer of Allscripts Healthcare Solutions, Inc. ("Allscripts"), as beneficiary under that certain on demand bank guarantee No. T406354 dated 17 August, 2010 (the "Guarantee"), granted by The Royal Bank of Scotland plc (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 (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 (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: \_\_\_\_\_.

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Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Guarantee.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Glen Tullman  
Title: Chief Executive Officer



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**EXHIBIT B**  
**FORM OF REDUCTION NOTICE**

To: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager

Or

To: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

The undersigned, the Chief Executive Officer of Misys plc ("Misys"), the arranger of that certain on demand bank guarantee No. T406354 dated 17 August, 2010 (the "Guarantee"), granted by The Royal Bank of Scotland plc (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 10.10(a) 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 10.10(a) 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.

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MISYS PLC

By: \_\_\_\_\_  
Name: J. Michael Lawrie  
Title: Chief Executive Officer

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**EXHIBIT C**  
**FORM OF RELEASE NOTICE**

To: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager

Or

To: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

The undersigned, the Chief Executive Officer of Misys plc ("Misys"), the arranger of that certain on demand bank guarantee T4063564 dated 17 August, 2010 (the "Guarantee"), granted by The Royal Bank of Scotland plc (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 10.10(a) 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 10.10(a) 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 10.10(a) 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 10.10(a) 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.

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MISYS PLC

By: \_\_\_\_\_  
Name: J. Michael Lawrie  
Title: Chief Executive Officer

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**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: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager  
Facsimile number +44 (0)20 7672 6225

Or

Cc: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

RE: On demand bank guarantee No. T406354 dated 17 August, 2010

The undersigned, the Chief Executive Officer of Allscripts Healthcare Solutions, Inc. hereby provides notice to Misys plc ("Misys") 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 Coniston, Inc. or such Arsenal Group Member from the [Transaction 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] [Post-Closing Franchise Tax] described in paragraph 1 above to or on behalf of Coniston, Inc. or such Arsenal Group Member within seven (7) business days after receipt by Misys of this notice.

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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 to The Royal Bank of Scotland plc.

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Framework Agreement.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Glen Tullman  
Title: Chief Executive Officer

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**EXHIBIT D-2  
FORM OF BANK NOTICE**

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

Cc: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager  
Facsimile number +44(0)207 672 6225

Or

Cc: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

RE: On demand bank guarantee No. T406354 dated 17 August, 2010

The undersigned, the Chief Executive Officer of Misys plc hereby provides notice to Allscripts Healthcare Solutions, Inc. ("Allscripts") 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 set forth in Section 10.10(a) of the Framework Agreement.
3. We therefore intend to deliver to The Royal Bank of Scotland plc, ten (10) business days after receipt by Allscripts of this notice, a Reduction Notice instructing The Royal Bank of Scotland plc to reduce the maximum guarantee amount of the PLR Bank Guarantee to \$\_\_\_\_\_ in accordance with Section 10.10(a) of the Framework Agreement.

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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 set forth in Section 10.10(a) of the Framework Agreement (without any required reduction of the released amount under Section 10.10(a) of the Framework Agreement).
3. We therefore intend to deliver to The Royal Bank of Scotland plc, ten (10) business days after receipt by Allscripts of this notice, a Release Notice instructing The Royal Bank of Scotland plc to fully release and terminate the PLR Bank Guarantee in accordance with Section 10.10(a) of the Framework Agreement (without any required reduction of the released amount under Section 10.10(a) 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: J. Michael Lawrie

Title: Chief Executive Officer



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**EXHIBIT E**  
**ADDRESSES FOR ALLSCRIPTS AND MISYS**

If to Allscripts, to:

Allscripts Healthcare Solutions, Inc.  
222 Merchandise Mart Plaza, Suite 2024  
Chicago, IL 60654  
Telephone: +1 800 654 0889  
Fax: +1 312 506 1205  
Attn: Corporate Secretary

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.

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**EXHIBIT F**  
**SPECIMEN SIGNATURES**

Specimen signature of the  
Chief Executive Officer of Allscripts-Misys  
Healthcare Solutions, Inc.

Name: Glen Tullman

Signature: /s/ Glen Tullman

Specimen signature of the Chief  
Executive Officer of Misys plc

Name: J. Michael Lawrie

Signature: /s/ J. Michael Lawrie

In the event that either of Allscripts or Misys changes its Chief Executive Officer, then Allscripts or Misys (as the case may be) shall deliver a specimen signature of the new Chief Executive Officer to us (with a copy to Allscripts or Misys, as the case may be), which upon receipt by us shall automatically amend this Exhibit F and replace the then existing specimen signature with the new specimen signature.



Allscripts-Misys Healthcare Solutions, Inc.  
222 Merchandise Mart Plaza, Suite 2024  
Chicago, IL 60654  
USA

17 August 2010

Dear Sir,

ON DEMAND BANK GUARANTEE NO: T406355

We are informed by Misys plc (company number 01360027) ("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(b) of the Framework Agreement.

In consideration of your entering into the Framework Agreement, we, The Royal Bank of Scotland plc, London Trade Services Centre, Bonds and Guarantees, PO Box 39971, Devonshire Square, London EC2M 4XB, 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 and must be executed on your behalf by your Chief Executive Officer (whose signature thereon must match the specimen signature contained in Exhibit F). 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 at our above address or to our office in the U.S.A. as follows:

The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

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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 at either of the above stated addresses.

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\$45,000,000.00 (United States Dollars Forty Five Million) (the "Maximum Guarantee Amount") as reduced from time to time by a notice from Misys in the form of Exhibit B hereto signed by the Chief Executive Officer of Misys (whose signature thereon must match the specimen signature contained in Exhibit F) (including all attachments required by paragraph 3 of Exhibit B) (a "Reduction Notice").
2. This guarantee will come into force on 17 August 2010.
3. This guarantee will expire upon our receipt of a duly executed certificate of the Chief Executive Officer of Misys (whose signature thereon must match the specimen signature contained in Exhibit F) 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).

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. Bank Notices must be signed by the Chief Executive Officer of Allscripts or Misys (whichever is applicable), whose signature thereon must match the specimen signature contained in Exhibit F.

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).

SUBSCRIBED for and on behalf of )  
THE ROYAL BANK OF SCOTLAND plc by )  
Martin Savio Haynes acting under a power of attorney ) /s/ Martin Savio Haynes  
in his favour dated 19 September 2008 at Edinburgh )  
on 17 August 2010 )

in the presence of:

Signature of Witness:  /s/ Anjali Susan Lancaster

Full Name: Anjali Susan Lancaster

Address: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB

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).

Duly executed and delivered as a deed by ALLSCRIPTS-  
MISYS HEALTHCARE SOLUTIONS, INC.

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

**EXHIBIT A  
FORM OF DEMAND NOTICE**

To: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager

Or

To: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

The undersigned, the Chief Executive Officer of Allscripts Healthcare Solutions, Inc. ("Allscripts"), as beneficiary under that certain on demand bank guarantee No. T406355 dated 17 August, 2010 (the "Guarantee"), granted by The Royal Bank of Scotland plc (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 Historic Tax Conditions (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 Historic Tax Conditions (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: \_\_\_\_\_.

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Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Guarantee.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: \_\_\_\_\_

Name: Glen Tullman

Title: Chief Executive Officer

---

**EXHIBIT B**  
**FORM OF REDUCTION NOTICE**

To: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager

Or

To: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

The undersigned, the Chief Executive Officer of Misys plc ("Misys"), the arranger of that certain on demand bank guarantee T406355 dated 17 August, 2010 (the "Guarantee"), granted by The Royal Bank of Scotland plc (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 10.10(b) 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 10.10(b) 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.



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MISYS PLC

By: \_\_\_\_\_

Name: J. Michael Lawrie

Title: Chief Executive Officer

---

**EXHIBIT C**  
**FORM OF RELEASE NOTICE**

To: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager

Or

To: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

The undersigned, the Chief Executive Officer of Misys plc ("Misys"), the arranger of that certain on demand bank guarantee T406355 dated 17 August, 2010 (the "Guarantee"), granted by The Royal Bank of Scotland plc (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 10.10(b) 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 10.10(b) 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 10.10(b) 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 10.10(b) 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.

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MISYS PLC

By: \_\_\_\_\_

Name: J. Michael Lawrie

Title: Chief Executive Officer

---

**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: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager  
Facsimile number +44 (0)20 7672 6225

Or

Cc: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

RE: On demand bank guarantee No. 406355 dated 17 August, 2010

The undersigned, the Chief Executive Officer of Allscripts Healthcare Solutions, Inc. hereby provides notice to Misys plc ("Misys") 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 Coniston, Inc. or such Arsenal Group Member from the 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 Tax described in paragraph 1 above to or on behalf of Coniston, Inc. or such Arsenal 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 to The Royal Bank of Scotland plc.

Capitalised terms used herein and not otherwise defined herein shall have the meanings given to them in the Framework Agreement.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: \_\_\_\_\_

Name: Glen Tullman

Title: Chief Executive Officer

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**EXHIBIT D-2  
FORM OF BANK NOTICE**

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

Cc: The Royal Bank of Scotland plc  
London Trade Services Centre  
Bonds and Guarantees  
PO Box 39971  
Devonshire Square  
London EC2M 4XB  
Attn: Centre Manager  
Facsimile number +44(0)207 672 6225

Or

Cc: The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT, 06901  
Attn: Letter of Credit Department

Date [            ]

RE: On demand bank guarantee No. 406355 dated 17 August, 2010

The undersigned, the Chief Executive Officer of Misys plc hereby provides notice to Allscripts Healthcare Solutions, Inc. ("Allscripts") 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 Historic Bank Guarantee set forth in Section 10.10(b) of the Framework Agreement.
3. We therefore intend to deliver to The Royal Bank of Scotland plc, ten (10) business days after receipt by Allscripts of this notice, a Reduction Notice instructing The Royal Bank of Scotland plc to reduce the maximum guarantee amount of the Historic Bank Guarantee to \$\_\_\_\_\_ in accordance with Section 10.10(b) of the Framework Agreement.

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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 Historic Bank Guarantee set forth in Section 10.10(b) of the Framework Agreement (without any required reduction of the released amount under Section 10.10(b) of the Framework Agreement).
3. We therefore intend to deliver to The Royal Bank of Scotland plc, ten (10) business days after receipt by Allscripts of this notice, a Release Notice instructing The Royal Bank of Scotland plc to fully release and terminate the Historic Bank Guarantee in accordance with Section 10.10(b) of the Framework Agreement (without any required reduction of the released amount under Section 10.10(b) 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: J. Michael Lawrie

Title: Chief Executive Officer

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**EXHIBIT E**  
**ADDRESSES FOR ALLSCRIPTS AND MISYS**

If to Allscripts, to:

Allscripts Healthcare Solutions, Inc.  
222 Merchandise Mart Plaza, Suite 2024  
Chicago, IL 60654

Telephone: +1 800 654 0889  
Fax: +1 312 506 1205  
Attn: Corporate Secretary

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.



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**EXHIBIT F**  
**SPECIMEN SIGNATURES**

Specimen signature of the Chief  
Executive Officer of Allscripts-Misys  
Healthcare Solutions, Inc.

Name: Glen Tullman

Signature: /s/ Glen Tullman

Specimen signature of the Chief  
Executive Officer of Misys plc

Name: J. Michael Lawrie

Signature: /s/ J. Michael Lawrie

In the event that either of Allscripts or Misys changes its Chief Executive Officer, then Allscripts or Misys (as the case may be) shall deliver a specimen signature of the new Chief Executive Officer to us (with a copy to Allscripts or Misys, as the case may be), which upon receipt by us shall automatically amend this Exhibit F and replace the then existing specimen signature with the new specimen signature.

\$720,000,000

CREDIT AGREEMENT

among

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.,

as Borrower,

The Several Lenders from Time to Time Parties Hereto,

UBS SECURITIES LLC and

BARCLAYS CAPITAL,

as Co-Syndication Agents,

FIFTH THIRD BANK,

U.S. BANK, NATIONAL ASSOCIATION,

BBVA COMPASS BANK,

KEYBANK NATIONAL ASSOCIATION,

MIZUHO CORPORATE BANK, LTD.,

RBS CITIZENS, N.A.,

SUMITOMO MITSUI BANKING CORPORATION,

SUNTRUST BANK,

THE BANK OF NOVA SCOTIA and

WELLS FARGO BANK, N.A.

as Co-Documentation Agents,

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Dated as of August 20, 2010

J.P. MORGAN SECURITIES INC., BARCLAYS CAPITAL and UBS SECURITIES LLC,

as Lead Arrangers and Bookrunners

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EXHIBITS:

- A Form of Guarantee and Collateral Agreement
- B Form of Compliance Certificate
- C Form of Closing Certificate
- D [Reserved]
- E Form of Assignment and Assumption
- G [Reserved]
- H Form of Exemption Certificate
- I Form of Incremental Facility Activation Notice

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CREDIT AGREEMENT (this “Agreement”), dated as of August 20, 2010, among Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the “Borrower”), the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”), Fifth Third Bank, U.S. Bank, National Association, BBVA Compass Bank, KeyBank National Association, Mizuho Corporate Bank, Ltd., RBS Citizens, N.A., Sumitomo Mitsui Banking Corporation, SunTrust Bank, The Bank of Nova Scotia and Wells Fargo Bank, N.A. as co-documentation agents (in such capacity, each a “Co-Documentation Agent” and together the “Documentation Agents”), Barclays Capital and UBS Securities LLC, as co-syndication agents (in such capacity, each a “Co-Syndication Agent” and together the “Syndication Agents”), and JPMorgan Chase Bank, N.A., as administrative agent.

The parties hereto hereby agree as follows:

#### SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“ABR”: for any day, a rate per annum (rounded upwards, if necessary, to the next  $\frac{1}{16}$  of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus  $\frac{1}{2}$  of 1% and (c) the Eurodollar Rate that would be calculated as of such day (or, if such day is not a Business Day, as of the next preceding Business Day) in respect of a proposed Eurodollar Loan with a one-month Interest Period plus 1.0%. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or such Eurodollar Rate shall be effective as of the opening of business on the day of such change in the Prime Rate, the Federal Funds Effective Rate or such Eurodollar Rate, respectively.

“ABR Loans”: Loans the rate of interest applicable to which is based upon the ABR.

“Acceptable Currency”: the currencies of Singapore, Malaysia, the United Arab Emirates, the State of Qatar, Australia, the United Kingdom, Hong Kong, India, Canada, China and any additional currencies determined after the Closing Date by mutual agreement of Borrower, Issuing Lender and Administrative Agent.

“Adjustment Date”: a date that is three Business Days after the date on which financial statements are delivered to the Administrative Agent pursuant to Section 6.1, commencing with the date that is three Business Days after the date the financial statements are delivered to the Administrative Agent with respect to the first fiscal period ending after September 30, 2010 (the “First Adjustment Date”).

“Administrative Agent”: JPMorgan Chase Bank, N.A., together with its affiliates, as the arranger of the Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

“Affiliate”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agents”: the collective reference to the Arrangers, the Syndication Agents, the Documentation Agents and the Administrative Agent.



“**Aggregate Exposure**”: with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender’s Commitments at such time and (b) thereafter, the sum of (i) the aggregate then unpaid principal amount of such Lender’s Term Loans and (ii) the amount of such Lender’s Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender’s Revolving Extensions of Credit then outstanding.

“**Aggregate Exposure Percentage**”: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time; provided that in the case of Section 2.23 when a Defaulting Lender shall exist, “Aggregate Exposure Percentage” shall mean the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time disregarding any Defaulting Lender’s Aggregate Exposure. If the Commitments have terminated or expired, the Aggregate Exposure Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“**Agreement**”: as defined in the preamble hereto.

“**Applicable Margin**”: for each Type of Loan, the rate per annum set forth under the relevant column heading below:

	ABR Loans	Eurodollar Loans
Revolving Loans and Swingline Loans	2.00%	3.00%
Term Loans	2.00%	3.00%

; provided, that on and after the First Adjustment Date, the Applicable Margin with respect to Revolving Loans, Swingline Loans and Term Loans will be determined pursuant to the Applicable Pricing Grid.

“**Applicable Pricing Grid**”: the table set forth below:

	Total Leverage Ratio	Applicable Margin for Eurodollar Loans	Applicable Margin for ABR Loans	Commitment Fee Rate
Level I	Greater than 2.50 to 1.00	3.25%	2.25%	0.50%
Level II	Greater than 2.00 to 1.00 but equal to or less than 2.50 to 1.00	3.00%	2.00%	0.50%
Level III	Greater than 1.50 to 1.00 but equal to or less than 2.00 to 1.00	2.75%	1.75%	0.375%
Level IV	Greater than 1.00 to 1.00 but equal to or less than 1.50 to 1.00	2.50%	1.50%	0.30%
Level V	Equal to or less than 1.00 to 1.00	2.25%	1.25%	0.25%

For the purposes of the Applicable Pricing Grid, changes in the Applicable Margin resulting from changes in the Total Leverage Ratio shall become effective on each Adjustment Date and shall remain in effect until the next change to be effected pursuant to this paragraph; provided that (a) no

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adjustment to a level providing a lower pricing shall be effected while an Event of Default is in existence and (b) the highest rate set forth in each column of the Applicable Pricing Grid shall apply at all times while an Event of Default under clause (a) or (f) of Section 8 shall have occurred and be continuing. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Applicable Pricing Grid shall apply. Each determination of the Total Leverage Ratio pursuant to the Applicable Pricing Grid shall be made in a manner consistent with the determination thereof pursuant to Section 7.1.

“Application”: an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

“Approved Fund”: as defined in Section 10.6(b).

“Arrangers”: J.P. Morgan Securities Inc., Barclays Capital and UBS Securities LLC, as the arrangers of the Commitments under this Agreement.

“Asset Sale”: any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by Section 7.5 (other than clause (l) thereof) that yields gross proceeds to any Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of \$1,000,000.

“Assignee”: as defined in Section 10.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit E.

“Available Revolving Commitment”: as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender’s Revolving Commitment then in effect over (b) such Lender’s Revolving Extensions of Credit then outstanding; provided, that in calculating any Lender’s Revolving Extensions of Credit for the purpose of determining such Lender’s Available Revolving Commitment pursuant to Section 2.8(a), the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Benefitted Lender”: as defined in Section 10.7(a).

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“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower”: as defined in the preamble hereto.

“Borrower Material Adverse Effect”: 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 Eclipsys Merger Agreement, the Misys Agreement or the transactions contemplated thereby (including any shareholder or derivative litigation arising from or relating to the Eclipsys Merger Agreement, the Misys Agreement or the transactions contemplated thereby) or the performance of the Eclipsys 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 (as defined in the Eclipsys Merger Agreement), 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.

“Borrowing Date”: any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close, provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

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“Capital Expenditures”: for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Lease Obligations) by the Borrower and its Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on a consolidated statement of cash flows of the Borrower and its Subsidiaries.

“Capital Lease Obligations”: of any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Cash Equivalents”: (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than \$500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor’s Ratings Services (“S&P”) or P-1 by Moody’s Investors Service, Inc. (“Moody’s”), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody’s; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) bonds or notes issued by or guaranteed by any Person incorporated under the laws of the United States of America or any state thereof at the time of acquisition rated at least A (or the equivalent thereof) or better by S&P or at least A2 (or the equivalent thereof) or better by Moody’s and maturing within one year of the date of acquisition; (h) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (g) of this definition; or (i) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody’s and (iii) have portfolio assets of at least \$5,000,000,000.

“Change in Control” means (a) any “person” or “group” (other than any Misys Affiliate prior to consummation of the Initial Share Repurchase) as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “Exchange Act”), whether or not applicable, is or becomes the “beneficial owner” (as that term is used in Rules 13d-3 and 13d-5 under the Exchange Act, whether or not applicable), directly or indirectly, of more than 35% of the total voting power in the aggregate of all classes of Capital Stock then outstanding of the Borrower normally entitled to vote in

elections of directors or (b) other than as contemplated by the Misys Documentation and Eclipsys Documentation, occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (1) nominated by the board of directors of the Borrower nor (2) appointed or approved by directors so nominated.

“Closing Date”: the date on which the conditions precedent set forth in Section 5.1 shall have been satisfied, which date is August 20, 2010.

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Collateral”: all property of the Loan Parties (other than Excluded Property), now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

“Commitment”: as to any Lender, the sum of the Term Commitment and the Revolving Commitment of such Lender.

“Commitment Fee Rate”: 1/2 of 1% per annum; provided, that on and after the First Adjustment Date, the Commitment Fee Rate will be determined pursuant to the Applicable Pricing Grid.

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

“Confidential Information Memorandum”: the Confidential Information Memorandum dated July 2010 and furnished to certain Lenders.

“Consolidated Current Assets”: at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries at such date.

“Consolidated Current Liabilities”: at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries at such date, but excluding (a) the current portion of any Funded Debt of the Borrower and its Subsidiaries and (b) without duplication of clause (a) above, all Indebtedness consisting of Revolving Loans or Swingline Loans to the extent otherwise included therein.

“Consolidated Working Capital”: at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date; provided that, if the Borrower or any of its Subsidiaries acquires all of the Capital Stock or substantially all of the assets of, any Person during the period for which the change in Consolidated Working Capital is being measured under circumstances permitted under Section 7.8 hereof, Consolidated Working Capital shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had occurred on the first day of such period.

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“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Controlled Foreign Corporation”: as defined in Section 957(a) of the Code.

“Credit Party” means the Administrative Agent, the Issuing Lender, the Swingline Lender or any other Lender.

“Default”: any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Defaulting Lender” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of a Bankruptcy Event.

“Disclosure Statement” means that certain disclosure statement executed and delivered by the Loan Parties to the Administrative Agent as of the Closing Date.

“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disregarded Entity”: a Person that is disregarded as separate from its owner for federal income tax purposes within the meaning of Code Section 7701 and the related Treasury regulations.

“Documentation Agents”: as defined in the preamble hereto.

“Dollar Equivalent”: with respect to an amount denominated in any currency other than Dollars, the equivalent in Dollars of such amount determined at the Exchange Rate on the date of determination of such equivalent.

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“Dollars” and “\$”: dollars in lawful currency of the United States.

“Domestic Subsidiary”: any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States.

“EBIT”: without duplication, for any period, consolidated net income from continuing operations of the Borrower and its Subsidiaries, plus non-cash stock-based compensation expenses, interest expense, income taxes, and minus in the case of income or plus in the case of losses, non-cash non-operating items and one-time charges and non-cash extraordinary gains or losses and other non-cash non-recurring items of income or expense and gains or losses related to the sale of auction rate securities acquired by Eclipsys or its Subsidiaries prior to the date of this Agreement plus (a) transaction fees and expenses associated with or incurred by the Borrower or any of its Subsidiaries in connection with this Agreement or any transactions contemplated herein or in connection with the Share Repurchases, the Share Exchange Transactions or the Permitted Eclipsys Acquisition (provided, that the aggregate amount of cash transaction fees and cash expenses permitted to be added back during the term of this Agreement shall not exceed the following amounts with respect to the following fiscal periods: (i) Borrower’s fiscal quarter ended August 31, 2009, \$3,900,000; (ii) Borrower’s fiscal quarter ended November 30, 2009, \$1,400,000; (iii) Borrower’s fiscal quarter ended February 28, 2010, \$100,000; (iv) Borrower’s fiscal quarter ended May 31, 2010, \$9,100,000; (v) Eclipsys’ fiscal quarter ended June 30, 2010, \$3,500,000; and (vi) all later fiscal periods, the aggregate amount of \$65,000,000); (b) transaction fees and expenses associated with or incurred by the Borrower or any of its Subsidiaries in connection with any Permitted Acquisition in an amount acceptable to Administrative Agent and (c) deferred revenue adjustments made in accordance with GAAP; provided that, if the Borrower or any of its Subsidiaries acquires all of the Capital Stock or substantially all of the assets of, any Person during such period under circumstances permitted under Section 7.8 hereof, EBIT shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had occurred on the first day of such period.

“EBITDA”: without duplication, for any period, consolidated net income from continuing operations of the Borrower and its Subsidiaries, plus depreciation, amortization, non-cash stock-based compensation expenses, interest expense, income taxes, and minus in the case of income or plus in the case of losses, non-cash non-operating items and one-time charges and non-cash extraordinary gains or losses and other non-cash non-recurring items of income or expense and gains or losses related to the sale of auction rate securities acquired by Eclipsys or its Subsidiaries prior to the date of this Agreement plus (a) transaction fees and expenses associated with or incurred by the Borrower or any of its Subsidiaries in connection with this Agreement or any transactions contemplated herein or in connection with the Share Repurchases, the Share Exchange Transactions or the Permitted Eclipsys Acquisition (provided, that the aggregate amount of cash transaction fees and cash expenses permitted to be added back during the term of this Agreement shall not exceed the following amounts with respect to the following fiscal periods: (i) Borrower’s fiscal quarter ended August 31, 2009, \$3,900,000; (ii) Borrower’s fiscal quarter ended November 30, 2009, \$1,400,000; (iii) Borrower’s fiscal quarter ended February 28, 2010, \$100,000; (iv) Borrower’s fiscal quarter ended May 31, 2010, \$9,100,000; (v) Eclipsys’ fiscal quarter ended June 30, 2010, \$3,500,000; and (vi) all later fiscal periods, the aggregate amount of \$65,000,000); (b) transaction fees and expenses associated with or incurred by the Borrower or any of its Subsidiaries in connection with any Permitted Acquisition in an amount acceptable to Administrative Agent and (c) deferred revenue adjustments made in accordance with GAAP; provided that, if the Borrower or any of its Subsidiaries acquires all of the Capital Stock or substantially all of the assets of, any Person during such period under circumstances permitted under Section 7.8 hereof, EBITDA shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had occurred on the first day of such period.

“Eclipsys”: Eclipsys Corporation, a Delaware corporation.

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“Eclipsys Documentation”: collectively, the Eclipsys Merger Agreement and all schedules, exhibits and annexes thereto and all side letters and agreements affecting the terms thereof or entered into in connection therewith.

“Eclipsys Material Adverse Effect”: except as set forth in Section 6.3(c) of the Company Disclosure Letter or in the Company SEC Disclosure (as such terms are defined in the Eclipsys Merger Agreement), 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 Eclipsys 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 “Eclipsys 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 Eclipsys is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which Eclipsys operates; (ii) conditions generally affecting the industries in which Eclipsys or its subsidiaries operate, except to the extent Eclipsys is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which Eclipsys operates; (iii) factors resulting from or arising out of the announcement of the Eclipsys Merger Agreement, the Misys Agreement or the transactions contemplated thereby (including any shareholder or derivative litigation arising from or relating to the Eclipsys Merger Agreement, the Misys Agreement or the transactions contemplated thereby) or the performance of the Eclipsys 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 Eclipsys 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 Eclipsys or any of its subsidiaries of its obligations under any such written contract to license material intellectual property rights owned by Eclipsys 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 Eclipsys to meet any analysts’ revenue or earnings projections or Eclipsys guidance, in and of themselves, or any failure of Eclipsys to meet any of Eclipsys’ internal or published revenue or earnings projections or forecasts, 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 (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 Eclipsys Material Adverse Effect); (vi) any effect resulting from changes in laws or accounting principles, in each case, after the date of the Eclipsys Merger 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 event, effect, change or development arising or resulting from any material breach of the Eclipsys Merger Agreement by the Borrower or its affiliates; or (ix) 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.

“Eclipsys Merger Agreement”: Agreement and Plan of Merger among Borrower, Arsenal Merger Corp. and Eclipsys Corporation, dated as of June 9, 2010.

“Environmental Laws”: all laws (including common law), rules, regulations, statutes, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.



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“Environmental Liability”: any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any other Loan Party directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate”: any trade or business (whether or not incorporated) that, together with the Borrower or any other Loan Party, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event”: (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived, whether or not such automatic waiver is hereafter eliminated); (b) any failure by any Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived; (c) the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) a determination that any Plan is, or is expected to be, in “at risk” status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (f) the receipt by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (h) the receipt by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, “insolvent” (within the meaning of Section 4245 of ERISA, in “reorganization” (within the meaning of Section 4241 of ERISA), or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

“Eurocurrency Reserve Requirements”: for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Eurodollar Base Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, two Business Days prior to the beginning

of such Interest Period. In the event that such rate does not appear on such page (or otherwise on such screen), the “Eurodollar Base Rate” shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered Dollar deposits at or about 11:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

“Eurodollar Loans”: Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

“Eurodollar Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula:

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

“Eurodollar Tranche”: the collective reference to Eurodollar Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Event of Default”: any of the events specified in Section 8, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Cash Flow”: for any fiscal year of the Borrower, the excess, if any, of (a) the sum, without duplication, of (i) consolidated net income for such fiscal year, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such consolidated net income, (iii) decreases in Consolidated Working Capital for such fiscal year, and (iv) the aggregate net amount of non-cash loss on the Disposition of property by the Borrower and its Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such consolidated net income over (b) the sum, without duplication, of (i) the amount of all non-cash credits included in arriving at such consolidated net income, (ii) the aggregate amount actually paid by the Borrower and its Subsidiaries in cash during such fiscal year on account of Capital Expenditures (excluding the principal amount of Indebtedness incurred in connection with such expenditures and any such expenditures financed with the proceeds of any Reinvestment Deferred Amount), (iii) the aggregate amount of all prepayments of Revolving Loans and Swingline Loans during such fiscal year to the extent accompanying permanent optional reductions of the Revolving Commitments, (iv) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including the Term Loans) of the Borrower and its Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (v) increases in Consolidated Working Capital for such fiscal year, (vi) the aggregate net amount of non-cash gain on the Disposition of property by the Borrower and its Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business) to the extent included in arriving at such consolidated net income, (vii) the aggregate amount actually paid by the Borrower and its Subsidiaries in cash during such fiscal year on account of capitalized software development costs, (viii) the aggregate amount of any Restricted Payments paid in cash by the Borrower during such fiscal year pursuant to Sections 7.6(b) or (c) (in each case of Sections 7.6(b) and (c), except to the extent financed by incurring Indebtedness or with the proceeds of substantially concurrent sales or issuance of Capital Stock of the Borrower) and (ix) the aggregate amount of cash purchase price paid during such fiscal year pursuant to any Permitted Acquisition (except to the extent financed by incurring Indebtedness or with the proceeds of substantially concurrent sales or issuance of Capital Stock of the Borrower).

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“Excess Cash Flow Application Date”: as defined in Section 2.11(c).

“Exchange Rate”: with respect to any non-Dollar currency on any date, the rate at which such currency may be exchanged into Dollars, as set forth on such date on the relevant Reuters currency page at or about 11:00 A.M., London time, on such date. In the event that such rate does not appear on any Reuters currency page, the “Exchange Rate” with respect to such non-Dollar currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower or, in the absence of such agreement, such “Exchange Rate” shall instead be the Administrative Agent’s spot rate of exchange in the interbank market where its foreign currency exchange operations in respect of such non-Dollar currency are then being conducted, at or about 10:00 A.M., local time, on such date for the purchase of Dollars with such non-Dollar currency, for delivery two Business Days later; provided, that if at the time of any such determination, no such spot rate can reasonably be quoted, the Administrative Agent may use any reasonable method as it deems applicable to determine such rate, and such determination shall be conclusive absent manifest error.

“Excluded Domestic Subsidiary”: (a) Eclipsys International Holdings, LLC, a Delaware limited liability company and (b) any Domestic Subsidiary (i) that is a Disregarded Entity, (ii) that owns (directly or through a Disregarded Entity) 65 percent or more of the Capital Stock of a Foreign Subsidiary that is a Controlled Foreign Corporation, and (iii) that holds no material assets other than (x) Capital Stock of one or more Foreign Subsidiaries that are Controlled Foreign Corporations, (y) Capital Stock of one or more Disregarded Entities that hold no material assets other than Capital Stock of one or more Foreign Subsidiaries that are Controlled Foreign Corporations and (z) the assets permitted by Section 7.16.

“Excluded Domestic Subsidiary Interests”: 35 percent of the Capital Stock of any Excluded Domestic Subsidiary.

“Excluded Foreign Subsidiary Interests”: 35 percent of the voting Capital Stock of any Foreign Subsidiary that is a Material Subsidiary directly owned by a Loan Party and 100 percent of the Capital Stock of any other Foreign Subsidiary.

“Excluded Property”: (i) assets (including vehicles) that are subject to certificated title statutes, (ii) Excluded Real Property, (iii) assets as to which the Administrative Agent shall determine in its sole reasonable discretion that the cost of obtaining a security interest therein or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (iv) assets as to which granting or perfecting such security interests would violate (a) applicable law or (b) contracts evidencing or giving rise to such assets (but only to the extent such contractual provisions are not rendered ineffective by applicable law or otherwise unenforceable), (v) any contract in which the grant of a security interest therein is prohibited thereby (but only to the extent such contractual provisions are not rendered ineffective by applicable law or otherwise unenforceable), (vi) the Capital Stock of Newco and all shares of Capital Stock of the Borrower owned by Newco, (vii) all Excluded Foreign Subsidiary Interests, (viii) all assets of any Foreign Subsidiary (including for this purpose, any Capital Stock of a Domestic Subsidiary owned by such Foreign Subsidiary) and (ix) all Excluded Domestic Subsidiary Interests.

“Excluded Real Property”: (i) ownership interests in real property having a fair market value (together with improvements thereof) of less than \$5,000,000, and (ii) leasehold interests in real property.

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“Excluded Taxes”: as defined in Section 2.19(a).

“Existing Credit Agreement”: the Second Amended and Restated Credit Agreement, dated as of February 10, 2009 among Allscripts-Misys Healthcare Solutions, Inc., Allscripts, LLC, A4 Health Systems, Inc., A4 Realty, LLC, Extended Care Information Network, Inc., and Misys Healthcare Systems, LLC as borrowers, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Fifth Third Bank as syndication agent and co-lead arranger, as amended or otherwise modified prior to the Closing Date.

“Existing Letters of Credit”: those letters of credit described on Schedule 2 attached to the Disclosure Statement issued under the Existing Credit Agreement that are outstanding thereunder on the Closing Date.

“Facility”: each of (a) the Term Commitments and the Term Loans made thereunder (the “Term Facility”) and (b) the Revolving Commitments and the extensions of credit made thereunder (the “Revolving Facility”).

“FATCA”: Sections 1471 through 1474 of the Code or any amendment or successor to any such Section so long as such amendment or successor is substantially similar to the reporting and withholding obligations of Sections 1471 through 1474 of the Code as of the date of this Agreement.

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by JPMorgan Chase Bank, N.A. from three federal funds brokers of recognized standing selected by it.

“Fee Payment Date”: (a) the third Business Day following the last day of each March, June, September and December and (b) the last day of the Revolving Commitment Period.

“First Adjustment Date”: see the definition of “Adjustment Date”.

“Flood Hazard Property”: any property located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

“Foreign Subsidiary”: any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Funded Debt”: as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrower, Indebtedness in respect of the Loans.

“Funding Office”: the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

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“GAAP”: generally accepted accounting principles in the United States as in effect from time to time, except that for purposes of Section 7.1, GAAP shall be determined on the basis of such principles in effect on the date hereof and consistent with those used in the preparation of the most recent audited financial statements referred to in Section 4.4. In the event that any “Accounting Change” (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. “Accounting Changes” refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Group Members”: the collective reference to the Borrower and its Subsidiaries.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement to be executed and delivered by the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation, including a reimbursement or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

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“Hazardous Materials”: means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Increased Amount Date”: as defined in Section 2.24(a).

“Incremental Amount”: at any time, the excess, if any, of (a) \$250,000,000 over (b) the aggregate amount of all Incremental Term Loans made plus all Incremental Revolving Commitments established prior to such time pursuant to Section 2.24(a).

“Incremental Assumption Agreement”: an Incremental Assumption Agreement in form and substance reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and one or more Incremental Term Lenders and/or Incremental Revolving Lenders.

“Incremental Facility”: any facility established by the Lenders pursuant to Section 2.24.

“Incremental Facility Activation Notice”: a notice substantially in the form of Exhibit I.

“Incremental Revolving Commitment”: the Revolving Commitment of any Lender, established pursuant to Section 2.24, to make Incremental Revolving Loans to the Borrower.

“Incremental Revolving Lender”: each Lender which holds an Incremental Revolving Commitment or an outstanding Incremental Revolving Loan.

“Incremental Revolving Loans”: the Revolving Loans made by one or more Lenders to the Borrower pursuant to Section 2.24 and/or any Incremental Assumption Agreement.

“Incremental Term Lender”: each Lender which holds an Incremental Term Loan.

“Incremental Term Loans”: the Term Loans made by one or more Lenders to the Borrower pursuant to Section 2.24 and/or any Incremental Assumption Agreement.

“Indebtedness”: of any Person, without duplication, (a) all payment obligations of such Person for borrowed money, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all payment obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable not overdue more than 90 days and accounts payable overdue by more than 90 days that are being disputed in good faith and for which adequate reserves in accordance with GAAP have been established on the books of such Person, in each case incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed; provided, that if such Person has not assumed or otherwise become liable in respect of such Indebtedness, such obligations shall be deemed to be in an amount equal to the lesser of (i) the amount of such Indebtedness and (ii) fair market value of such property at the time of determination (in the Borrower’s good faith estimate), (f) all Guarantee Obligations by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all payment obligations, contingent or otherwise, of such Person as an account party or an applicant under or in respect of letters of credit and letters of guaranty, (i) all payment obligations, contingent or otherwise, of such Person, as an account party or applicant under or in respect

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of bankers' acceptances and (j) for the purposes of Section 8(e) only, all obligations of such Person in respect of Swap Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

**"Initial Share Repurchase"**: the repurchase by the Borrower of outstanding shares of common stock of the Borrower indirectly owned by Misys plc for a purchase price of approximately \$577,400,000, as described in the Misys Agreement.

**"Insolvency"**: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

**"Insolvent"**: pertaining to a condition of Insolvency.

**"Intellectual Property"**: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, inventions, designs, patents, patent licenses, trademarks, tradenames, domain names and other source indicators, trademark licenses, technology, trade secrets, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

**"Interest Coverage Ratio"**: as of the last day of any fiscal quarter of the Borrower, the ratio of (a) EBIT for the four fiscal quarters ending on such date to (b) Interest Expense paid in cash for such four fiscal quarter period, determined in each case on a consolidated basis for the Borrower and its Subsidiaries.

**"Interest Expense"**: for any period, interest expense of the Borrower and its Subsidiaries, on a consolidated basis, during such period, determined in accordance with GAAP, provided that, if the Borrower or any of its Subsidiaries acquires all of the Capital Stock in, or substantially of the assets of, or assets of any Person during such period under circumstances permitted under Section 7.8 hereof, Interest Expense shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had occurred on the first day of such period; provided, further, that "Interest Expense" shall be calculated after giving effect to Swap Agreements (including associated costs), but excluding unrealized gains and losses with respect to Swap Agreements.

**"Interest Payment Date"**: (a) as to any ABR Loan (other than any Swingline Loan), the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurodollar Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period, (d) as to any Loan (other than any Revolving Loan that is an ABR Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof and (e) as to any Swingline Loan, the day that such Loan is required to be repaid.

**"Interest Period"**: as to any Eurodollar Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months (or, with respect to the Revolving Facility, if available to or otherwise agreed by all Lenders under the Revolving Facility, seven or fourteen days) thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to

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such Eurodollar Loan and ending one, two, three or six months (or, with respect to the Revolving Facility if agreed to by all Lenders under the Revolving Facility, seven or fourteen days) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 11:00 A.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) the Borrower may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date or beyond the date final payment is due on the Term Loans; and

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

“Investments”: as defined in Section 7.8.

“Issuing Lender”: JPMorgan Chase Bank, N.A. or any affiliate thereof and each successor thereto in accordance with Section 3.11, in each case in its capacity as issuer of any Letter of Credit. Each reference herein to “the Issuing Lender” shall be deemed to be a reference to the relevant Issuing Lender.

“L/C Commitment”: \$50,000,000.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.5.

“L/C Participants”: the collective reference to all the Revolving Lenders other than the Issuing Lender.

“Lenders”: as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Letters of Credit”: as defined in Section 3.1(a).

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Loan”: any loan made by any Lender pursuant to this Agreement.

“Loan Documents”: this Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.



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“Loan Parties”: the Borrower and each Subsidiary Guarantor.

“Majority Facility Lenders”: with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans or the Total Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

“Material Adverse Effect”: a material adverse effect on (a) the business, financial condition or results of operations of the Borrower and its Subsidiaries taken as a whole or (b) a material impairment in the ability of the Loan Parties, taken as a whole, to perform their obligations under this Agreement or any of the other Loan Documents or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder; provided that for purposes of the initial extensions of credit on the Closing Date and extensions of credit to fund the Second Share Repurchase “Material Adverse Effect” shall be defined as “Borrower Material Adverse Effect”.

“Material Subsidiary”: at any time of determination, any Subsidiary of the Borrower that has total annual revenues or total assets of more than \$10,000,000 for the four fiscal quarters most recently ended.

“Misys Affiliates”: Misys PLC and all Affiliates of Misys PLC, other than the Borrower or any of its Subsidiaries.

“Misys Agreement”: the Framework Agreement by and between Misys PLC and Borrower, dated as of June 9, 2010, as amended or otherwise modified in accordance with Section 7.17.

“Misys Documentation”: collectively, the Misys Agreement and all schedules, exhibits and annexes thereto and all material side letters and agreements affecting the terms thereof or entered into in connection with the transactions referred to therein or contemplated thereby.

“Misys Separation Documentation”: as defined in Section 5.1.

“Mortgages”: each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Secured Parties, in form and substance reasonably satisfactory to the Administrative Agent.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys’ fees, accountants’ fees, investment banking fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document), other customary fees and expenses actually incurred in connection therewith and net of any transfer or similar taxes and other Taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements, in each case, to the extent the credit or deduction or payment under such an arrangement, as applicable, is reasonably expected to reduce such tax amounts as determined by treating the income from such Asset Sale or Recovery Event as if it were the last item of

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income available to offset such credit or deduction or payment) and amounts provided as a reserve, in accordance with GAAP against any liabilities under any indemnification obligations and any purchase price adjustments associated with any Asset Sale and (b) in connection with any incurrence of Indebtedness, the cash proceeds received from such incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Newco”: Coniston, Inc., a Delaware Corporation.

“Non-Excluded Taxes”: as defined in Section 2.19(a).

“Non-U.S. Lender”: as defined in Section 2.19(e).

“Notes”: the collective reference to any promissory note evidencing Loans.

“Obligations”: the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender (or, in the case of Specified Swap Agreements and Specified Cash Management Agreements, any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

“Other Taxes”: any and all present or future stamp or documentary Taxes, recording and filing fees or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Parent” means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Participant”: as defined in Section 10.6(c).

“Participant Register”: as defined in Section 10.6(c).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Permitted Acquisition”: any acquisition by the Borrower or any Wholly Owned Subsidiary of the Borrower of all of the Capital Stock in, all or substantially all of the assets of, or all or substantially all of the assets constituting a business unit, division, product line or line of business of a Person if (a) no Default or Event of Default shall have occurred and be continuing or result from such acquisition, (b) such acquisition is of a Person in a business reasonably related to the Borrower's existing business (or of assets used in a reasonably-related business), (c) such acquisition is not a tender offer or

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similar solicitation which has not been approved (prior to such acquisition) by the board of directors (or any other applicable governing body) of such Person, (d) such acquisition is completed in accordance with applicable laws, (e) the terms of Section 6.10 are satisfied promptly following the closing of such acquisition or within such time period thereafter as the Administrative Agent may reasonably require, (e) the Borrower is in compliance on a pro forma basis with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available as if such acquisition has occurred on the first day of such period for purposes of calculating EBITDA and using Indebtedness as of the date of, and after giving effect to, such acquisition, (f) the aggregate purchase price (which shall be deemed to include the principal amount of Indebtedness that is assumed in connection with the acquisition and the Borrower's good faith estimate (as of the date of consummation of such acquisition) of the aggregate amount that will be payable by the Borrower and its Subsidiaries pursuant to any post-closing payment adjustments or earn-outs with respect to such acquisition) in respect of all Permitted Acquisitions made after the Closing Date (other than the Permitted Eclipsys Acquisition) does not exceed \$100,000,000; provided that the limitation under this clause (f) shall cease to apply if after giving effect to such acquisition, the Total Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available as if such acquisition has occurred on the first day of such period for purposes of calculating EBITDA and using Indebtedness as of the date of, and after giving effect to, such acquisition, is less than 2.0 to 1.0 and (g) the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer to the effect set forth in clauses (a) through (f) above, together with all relevant financial information for the Person or assets to be acquired.

"Permitted Eclipsys Acquisition": the acquisition of all of the outstanding Capital Stock of Eclipsys solely (except for cash paid for fractional shares) in exchange for newly issued shares of common stock of the Borrower if (a) since December 31, 2009, no Eclipsys Material Adverse Effect has occurred, (b) such acquisition is completed in accordance with applicable laws, (c) the terms of Section 6.10 are satisfied promptly following the closing of such acquisition or within such time period thereafter as the Administrative Agent may reasonably require and (d) the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer to the effect set forth in clauses (a) through (c) above.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Group Member or any of their ERISA Affiliates, is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Prime Rate": the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to debtors).

"Pro Forma Balance Sheet": as defined in Section 4.4.

"Pro Forma Statement of Operations": as defined in Section 4.4.

"Projections": as defined in Section 6.2(c).

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“Properties”: the facilities and properties owned, leased or operated by any Group Member.

“Recovery Event”: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member.

“Refunded Swingline Loans”: as defined in Section 2.7.

“Register”: as defined in Section 10.6(b).

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reimbursement Obligation”: the obligation of the Borrower to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Group Member in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.11(b) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

“Reinvestment Notice”: a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair productive assets of the kind then used or usable by the Borrower or any of its Subsidiaries.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair productive assets of the kind then used or usable by the Borrower or any of its Subsidiaries.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event (or, if a binding contract to use the Net Cash Proceeds has been entered into within 12 months after such Reinvestment Event, the date occurring 18 months after such Reinvestment Event) and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair productive assets of the kind then used or usable by the Borrower or any of its Subsidiaries with all or any portion of the relevant Reinvestment Deferred Amount.

“Required Lenders”: at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding and (ii) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

“Requirement of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

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“Responsible Officer”: the chairman, chief executive officer, president or chief financial officer of the Borrower.

“Restricted Payments”: as defined in Section 7.6.

“Revolving Commitment”: as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “Revolving Commitment” opposite such Lender’s name on Schedule 1.1A attached to the Disclosure Statement or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original amount of the Total Revolving Commitments is \$250,000,000.

“Revolving Commitment Period”: the period from and including the Closing Date to the Revolving Termination Date.

“Revolving Extensions of Credit”: as to any Revolving Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) such Lender’s Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender’s Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding.

“Revolving Lender”: each Lender that has a Revolving Commitment or that holds Revolving Loans.

“Revolving Loans”: as defined in Section 2.4(a).

“Revolving Percentage”: as to any Revolving Lender at any time, the percentage which such Lender’s Revolving Commitment then constitutes of the Total Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender’s Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding, provided, that, in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Total Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis.

“Revolving Termination Date”: August 20, 2015.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Second Share Repurchase”: the purchase by the Borrower of additional outstanding shares of common stock of the Borrower for an aggregate purchase price of approximately \$101,600,000, as described in the Misys Agreement.

“Secured Parties”: as defined in the Guarantee and Collateral Agreement.

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, the Mortgages (if any) and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

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“Share Exchange”: the transfer of 100% of the issued and outstanding shares of Newco, which owns approximately 61,308,295 shares of Borrower’s common stock, in exchange for 61,308,295 newly issued shares of Borrower’s common stock.

“Share Exchange Transactions”: the (a) the Share Exchange and (b) the merger of Newco with and into a newly-formed Subsidiary of Borrower and/or dissolution of Newco or such newly-formed Subsidiary of Borrower, all as is more fully described in the Misys Agreement.

“Share Repurchases”: the collective reference to the Initial Share Repurchase and the Second Share Repurchase.

“Specified Cash Management Agreement”: any agreement providing for treasury, depository, purchasing card, credit card or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Borrower or any Subsidiary Guarantor and any Lender or affiliate thereof.

“Specified Swap Agreement”: any Swap Agreement in respect of interest rates, currency exchange rates or commodity prices entered into by the Borrower or any Subsidiary Guarantor and any Person that is a Lender or an affiliate of a Lender at the time such Swap Agreement is entered into.

“Subsidiary”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Subsidiary Guarantor”: each Material Subsidiary of the Borrower other than (a) any Foreign Subsidiary and (b) Newco.

“Swap Agreement”: any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a “Swap Agreement”.

“Swingline Commitment”: the obligation of the Swingline Lender to make Swingline Loans pursuant to Section 2.6 in an aggregate principal amount at any one time outstanding not to exceed \$10,000,000.

“Swingline Lender”: JPMorgan Chase Bank, N.A., in its capacity as the lender of Swingline Loans.

“Swingline Loans”: as defined in Section 2.6.

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“Swingline Participation Amount”: as defined in Section 2.7.

“Syndication Agents”: as defined in the preamble hereto.

“Taxes”: any and all income, stamp or other taxes, duties, levies, imposts, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, and all interest, penalties or similar liabilities with respect thereto.

“Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading “Term Commitment” opposite such Lender’s name on Schedule 1.1A attached to the Disclosure Statement. The original aggregate amount of the Term Commitments is \$470,000,000.

“Term Lender”: each Lender that has a Term Commitment or that holds a Term Loan.

“Term Loan”: as defined in Section 2.1.

“Total Leverage Ratio”: as of any day, the ratio of (a) Indebtedness as of such date to (b) EBITDA for the four fiscal quarters most recently ended, determined in each case on a consolidated basis for the Borrower and its Subsidiaries.

“Term Percentage”: as to any Term Lender at any time, the percentage which such Lender’s Term Commitment then constitutes of the aggregate Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender’s Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding).

“Total Revolving Commitments”: at any time, the aggregate amount of the Revolving Commitments then in effect.

“Total Revolving Extensions of Credit”: at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

“Transactions”: (a) the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party, the borrowing of Loans, the joinder of any party to the provisions hereof, the use of the proceeds thereof and the issuance of Letters of Credit hereunder and (b) the execution, delivery and performance by each Loan Party of each other document and instrument required to satisfy the conditions precedent to the effectiveness of this Agreement under Section 5.1; provided that “Transactions” shall not be deemed to include the Permitted Eclipsys Acquisition or Secondary Share Repurchase.

“Transferee”: any Assignee or Participant.

“Type”: as to any Loan, its nature as an ABR Loan or a Eurodollar Loan.

“United States”: the United States of America.

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

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“Wholly Owned Subsidiary Guarantor”: any Subsidiary Guarantor that is a Wholly Owned Subsidiary of the Borrower.

“Withdrawal Liability”: any liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP (provided that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of any Group Member at “fair value”, as defined therein), (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iv) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(c) 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, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

1.3 Financial Calculations. Whenever the calculation of the financial covenants or other financial calculations required herein shall include a period during which any Group Member had different fiscal reporting periods than those of the Borrower, the Borrower shall use in such calculations the fiscal periods of such Group Member most closely related in time to the fiscal periods of the Borrower.

## SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Term Commitments. Subject to the terms and conditions hereof, each Term Lender severally agrees to make a term loan (a “Term Loan”) to the Borrower on the Closing Date in an amount not to exceed the amount of the Term Commitment of such Lender. The Term Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.



2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, one Business Day prior to the anticipated Closing Date) requesting that the Term Lenders make the Term Loans on the Closing Date and specifying the amount to be borrowed. The Term Loans made on the Closing Date shall initially be ABR Loans. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 12:00 Noon, New York City time, on the Closing Date each Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

2.3 Repayment of Term Loans. The Term Loans of each Term Lender shall mature in quarterly installments commencing on December 31, 2010, such that the amount of each installment equals such Lender's Term Percentage multiplied by the amount set forth in the table below, provided that, notwithstanding the above, the remaining principal balance as of the fifth anniversary of the Closing Date shall be due and payable on the fifth anniversary of the Closing Date:

<u>Installment</u>	<u>Principal Amount</u>
1-4	\$ 5,875,000
5-8	\$ 11,750,000
9-12	\$ 17,625,000
13-16	\$ 23,500,000
17-19	\$ 29,375,000
5 <sup>th</sup> anniversary of Closing Date	Remaining balance

2.4 Revolving Commitments. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans in Dollars ("Revolving Loans") to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Revolving Percentage of the sum of (i) the L/C Obligations then outstanding and (ii) the aggregate principal amount of the Swingline Loans then outstanding, does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period the Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.12.

(b) The Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

2.5 Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 1:00 P.M., New York City time, (a) three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) one Business Day prior to the requested Borrowing Date, in the case of ABR Loans) (provided that any such notice of a borrowing of ABR Loans under the Revolving Facility to finance payments required by Section 3.5 may be given not later than 1:00 P.M., New York City time, on the date of the proposed borrowing), specifying (i) the amount and Type of Revolving Loans to be borrowed, (ii) the requested Borrowing Date and (iii) in the case of Eurodollar

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Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Any Revolving Loans made on the Closing Date shall initially be ABR Loans. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, \$1,000,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Commitments are less than \$1,000,000, such lesser amount) and (y) in the case of Eurodollar Loans, \$2,500,000 or a whole multiple of \$1,000,000 in excess thereof; provided, that the Swingline Lender may request, on behalf of the Borrower, borrowings under the Revolving Commitments that are ABR Loans in other amounts pursuant to Section 2.7. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 12:00 Noon, New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

2.6 Swingline Commitment. (a) Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans in Dollars ("Swingline Loans") to the Borrower; provided that (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (notwithstanding that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lender's other outstanding Revolving Loans, may exceed the Swingline Commitment then in effect) and (ii) the Borrower shall not request, and the Swingline Lender shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments would be less than zero. During the Revolving Commitment Period, the Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be ABR Loans only.

(b) The Borrower shall repay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Termination Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two Business Days after such Swingline Loan is made; provided that on each date that a Revolving Loan is borrowed, the Borrower shall repay all Swingline Loans then outstanding.

2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans. (a) Whenever the Borrower desires that the Swingline Lender make Swingline Loans it shall give the Swingline Lender irrevocable telephonic notice confirmed promptly in writing (which telephonic notice must be received by the Swingline Lender not later than 1:00 P.M., New York City time, on the proposed Borrowing Date), specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to \$500,000 or a whole multiple of \$100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower on such Borrowing Date by depositing such proceeds in the account of the Borrower with the Administrative Agent on such Borrowing Date in immediately available funds.

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(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs the Swingline Lender to act on its behalf), on one Business Day's notice given by the Swingline Lender no later than 12:00 Noon, New York City time, request each Revolving Lender to make, and each Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay the Swingline Lender. Each Revolving Lender shall make the amount of such Revolving Loan available to the Administrative Agent at the Funding Office in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans. Upon notification by the Administrative Agent, the Borrower agrees to authorize the Swingline Lender to charge the Borrower's accounts with the Administrative Agent indicated by the Borrower (up to the amount available in each such account) in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Revolving Lenders are not sufficient to repay in full such Refunded Swingline Loans.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 2.7(b), one of the events described in Section 8(f) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, Revolving Loans may not be made as contemplated by Section 2.7(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 2.7(b), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (i) such Revolving Lender's Revolving Percentage ~~times~~ (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Revolving Lender such Lender's Swingline Participation Amount, the Swingline Lender receives any payment on account of the Swingline Loans, the Swingline Lender will distribute to such Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Revolving Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

(e) Each Revolving Lender's obligation to make the Loans referred to in Section 2.7(b) and to purchase participating interests pursuant to Section 2.7(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender or the Borrower may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Revolving Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.8 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the

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date hereof to the date the Revolving Commitments terminate, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date, commencing on the first such date to occur after the date hereof.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9 Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans and Swingline Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect.

2.10 Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Administrative Agent no later than 11:00 A.M., New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, and no later than 11:00 A.M., New York City time, one Business Day prior thereto, in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurodollar Loans or ABR Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are ABR Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans and Revolving Loans shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of \$100,000 or a whole multiple thereof.

2.11 Mandatory Prepayments and Commitment Reductions. (a) If any Indebtedness shall be incurred by any Group Member (excluding any Indebtedness incurred in accordance with Section 7.2), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied within ten (10) Business Days after the date of such issuance or incurrence toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(b) If on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event in excess of \$5,000,000 in the aggregate in any fiscal year then, unless a Reinvestment Notice shall be delivered in respect thereof, such Net Cash Proceeds shall be applied within ten (10) Business Days after such date toward the prepayment of the Term Loans as set forth in Section 2.11(d); provided, that, notwithstanding the foregoing, (i) no prepayment under this Section 2.11(b) shall be required to the extent that, prior to or after giving effect to the prepayment, the Total Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such prepayment, is less than 2.5 to 1.0; (ii) within ten (10) Business Days after Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 2.11(d); and (iii) in the event Borrower changes its fiscal year, the measurement period for the \$5,000,000

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threshold shall be the trailing twelve month period ending immediately prior to the commencement of the new fiscal year, and thereafter such new fiscal year, but in no event will Net Cash Proceeds received prior to the Closing Date be counted against the \$5,000,000 threshold.

(c) If, for any fiscal year of the Borrower commencing with the 2012 fiscal year, there shall be Excess Cash Flow, the Borrower shall, on the relevant Excess Cash Flow Application Date, apply the excess of (x) 50% of such Excess Cash Flow over (y) any optional prepayments of the Term Loans during such fiscal year toward the prepayment of the Term Loans as set forth in Section 2.11(d); provided that no prepayment under this Section 2.11(c) shall be required to the extent that, prior to or after giving effect to the prepayment, the Total Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such prepayment, is less than 2.5 to 1.0. Each such prepayment and commitment reduction shall be made on a date (an "Excess Cash Flow Application Date") no later than ten (10) Business Days after the earlier of (i) the date on which the financial statements of the Borrower referred to in Section 6.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders and (ii) the date such financial statements are actually delivered.

(d) Amounts to be applied in connection with prepayments made pursuant to Section 2.11 shall be applied to the prepayment of the Term Loans in accordance with Section 2.17(b). The application of any prepayment pursuant to Section 2.11 shall be made, first, to ABR Loans and, second, to Eurodollar Loans. Each prepayment of the Loans under Section 2.11 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

**2.12 Conversion and Continuation Options.** (a) The Borrower may elect from time to time to convert Eurodollar Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 1:00 P.M., New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 1:00 P.M., New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor), provided that no ABR Loan under a particular Facility may be converted into a Eurodollar Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no Eurodollar Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations, and provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

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2.13 Limitations on Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount of the Eurodollar Loans comprising each Eurodollar Tranche shall be equal to \$2,500,000 or a whole multiple of \$1,000,000 in excess thereof and (b) no more than ten Eurodollar Tranches shall be outstanding at any one time.

2.14 Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

2.15 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a).

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2.16 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower in the absence of manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

2.17 Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders.

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders. The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans, pro rata based upon the then remaining principal amounts thereof. Amounts prepaid on account of the Term Loans may not be reborrowed.

(c) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to each relevant Lender promptly upon receipt in like funds as received, net of any amounts owing by such Lender pursuant to Section 9.7. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

(g) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.7(b), 2.7(c), 2.17(e), 2.17(f), 3.4(a) or 9.7, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision of this Agreement), (i) apply any amounts thereafter received by the Administrative Agent, the Swingline Lender or the Issuing Lender for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

**2.18 Requirements of Law.** (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Lender to any Taxes (other than (A) Non-Excluded Taxes, (B) Other Taxes and (C) Excluded Taxes on gross or net income, profits or receipts (including value-added or similar Taxes)) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate; or



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(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or issuing or participating in Letters of Credit (or, in the case of (i) above, of making any Loan), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable; provided, however, that any such additional amounts payable under this Section 2.18 shall be without duplication of amounts to which such Lender may be entitled under Section 2.19. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, and if such Lender notifies the Borrower of such circumstances within 180 days after such circumstances arise, then such 180-day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.19 Taxes. (a) All payments made by any Loan Party under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future Taxes other than (i) any (A) net income Taxes and franchise Taxes (imposed in lieu of net income Taxes) imposed on the Administrative Agent or any Lender as a result of such Administrative Agent or Lender being organized or formed under the laws of, or maintaining a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) and (B) any branch profits Taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located and (ii) in the case of a Non-U.S. Lender (other than an

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Assignee pursuant to a request by the Borrower under Section 2.22(b)), any United States federal withholding Taxes resulting from FATCA (including any regulations or official interpretations thereof issued with respect thereto) (the items of clauses (i) and (ii) are referred to herein individually and collectively as “Excluded Taxes”). If any Taxes that are not Excluded Taxes (“Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement, provided, however, that the applicable Loan Party shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender’s failure to comply with the requirements of paragraphs (e) or (h) of this Section or (ii) that are United States withholding Taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement (including, for the avoidance of doubt, at or upon the closing of this Agreement), except to the extent that such Lender’s assignor was entitled, at the time of assignment, to receive additional amounts (taking into account the portion of the Loan so assigned) from the applicable Loan Party with respect to such Non-Excluded Taxes pursuant to this Section.

(b) In addition, the applicable Loan Party shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by an applicable Loan Party, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a copy of an official receipt (or certified copy thereof) received by the applicable Loan Party showing payment thereof. If (i) the applicable Loan Party fails to pay any Non-Excluded Taxes or Other Taxes for which it is obligated to pay pursuant to this Section 2.19 when due to the appropriate taxing authority, (ii) the applicable Loan Party fails to remit to the Administrative Agent the required receipts or other required documentary evidence, or (iii) any Non-Excluded Taxes or Other Taxes on any payments under this Agreement that are imposed directly upon the Administrative Agent or any Lender, the Borrower shall indemnify the Administrative Agent and the Lenders for any incremental Taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a direct result of the applicable Loan Party’s failure, in the case of (i) and (ii), or any such direct imposition, in the case of (iii).

(d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith; provided, however, that a Lender shall not be required to indemnify the Administrative Agent to the extent the Administrative Agent has been reimbursed by a Loan Party for such amounts. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Except as otherwise provided below, any Lender (or Transferee) that is not a “U.S. Person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) that is entitled to an exemption from, or reduction of, any applicable U.S. federal withholding Tax with respect to any payments under this Agreement shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. The completion, execution and

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submission of such documentation (other than such documentation set forth below in this Section 2.19(e)) shall not be required if in the Non-U.S. Lender's reasonable and good faith judgment such completion, execution or submission would subject such Non-U.S. Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Notwithstanding the previous two sentences, each Non-U.S. Lender shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of either U.S. Internal Revenue Service ("IRS") Form W-8BEN, Form W-8ECI or Form W-8IMY (together with any applicable underlying IRS forms), or, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit H and the applicable IRS Form W-8, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all payments under this Agreement and the other Loan Documents. Such forms or other items described in the preceding sentences shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. If a payment made to a Lender under this Agreement would not be subject (in whole or in part) to U.S. federal withholding tax imposed by FATCA if such Lender were to comply with the applicable reporting or disclosure requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or Administrative Agent, such documentation or certifications prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation or certifications reasonably requested by the Borrower or Administrative Agent as may be necessary for the Borrower or Administrative Agent to comply with its obligations to withhold or report under FATCA, to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount (if any) to deduct and withhold from such payment. Each Non-U.S. Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered form, certificate or other item to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form or other item pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver.

(f) If the Administrative Agent or any Lender determines in its sole discretion, exercised in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes for which it has been indemnified by a Loan Party or with respect to any other amounts paid by a Loan Party as additional amounts pursuant to this Section 2.19, it shall pay over to the applicable Loan Party an amount equal to such refund or credit (but only to the extent of indemnity payments made, or additional amounts paid, by the applicable Loan Party under this Section 2.19 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the applicable Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required by applicable law to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

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(g) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder; provided, however, with respect to any indemnification or additional payment obligations required of the Borrower as set forth under this Section 2.19, such obligations shall survive the termination of this Agreement only for so long as the relevant statute of limitations period relating to the Taxes to which such obligations relate remains open after such termination.

(h) To the extent reasonably requested by the Borrower or the Administrative Agent, each Lender (or Participant) that is not a Non-U.S. Lender shall upon or prior to becoming a Lender (or a Participant) pursuant to this Agreement provide the Borrower and Administrative Agent with two duly completed originals of IRS Form W-9 or any successor form thereto. In addition, each such Lender (or Participant) shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered pursuant to this Section 2.19(h).

2.20 Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurodollar Loans or replacement of a Lender in accordance with Section 2.22(b), in each case on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.21 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the reasonable judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22 Replacement of Lenders. (a) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19(a), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans

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hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.19(a), as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19(a), or if any Lender becomes a Defaulting Lender or if any Lender shall not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been consented to by the Required Lenders, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.6), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Revolving Commitment is being assigned, the Issuing Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Obligations and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.19(a), such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

### 2.23 Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Revolving Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Revolving Lender is a Defaulting Lender:

(a) fees shall cease to accrue pursuant to Section 2.8 with respect to the Commitment of such Defaulting Lender;

(b) the Revolving Commitment and Revolving Extensions of Credit of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby;

(c) if any Swingline Loans or L/C Obligations are outstanding at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Loans and L/C Obligations of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Revolving Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving

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Extensions of Credit plus such Defaulting Lender's Swingline Loans and L/C Obligations does not exceed the total of all non-Defaulting Lenders' Revolving Commitments and (y) no Default or Event of Default exists at such time;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Loans and (y) second, cash collateralize for the benefit of the Issuing Lender only the Borrower's obligations corresponding to such Defaulting Lender's L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in the last paragraph of Section 8 for so long as the circumstances giving rise to such obligation to provide such cash collateral remain relevant;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Obligations pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.3 with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are cash collateralized;

(iv) if the L/C Obligations of the non-Defaulting Lenders are reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.8 and Section 3.3 shall be adjusted in accordance with such non-Defaulting Lenders' Revolving Percentages; and

(v) if all or any portion of such Defaulting Lender's L/C Obligations are neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Lender or any other Lender hereunder, all letter of credit fees payable under Section 3.3 with respect to such Defaulting Lender's L/C Obligations that have not been reallocated or cash collateralized shall be payable to the Issuing Lender until and to the extent that such L/C Obligations are reallocated and/or cash collateralized; and

(d) so long as such Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Obligations will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(c), and participating interests in any newly made Swingline Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.23(c)(i) (and such Defaulting Lender shall not participate therein).

If a Bankruptcy Event with respect to a Parent of any Revolving Lender shall occur following the date hereof and for so long as such event shall continue, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or the Issuing Lender, as the case may be, shall have entered into arrangements with the Borrower or such Lender, reasonably satisfactory to the Swingline Lender or the Issuing Lender, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Borrower, the Swingline Lender and the Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Loans and L/C Obligations of the Revolving Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment and on such date such Lender shall purchase at par such of the Revolving Loans of the other Revolving Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Revolving Loans in accordance with its Revolving Percentage.

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#### 2.24 Incremental Facility.

(a) The Borrower may, by written notice to the Administrative Agent from time to time request Incremental Term Loans and/or Incremental Revolving Commitments in an aggregate amount not to exceed the Incremental Amount at such time from one or more Incremental Term Lenders and/or Incremental Revolving Lenders (which may include any existing Lender) willing to provide such Incremental Term Loans and/or Incremental Revolving Commitments, as the case may be, in their own discretion; provided, that no Lender will be required to participate in any Incremental Facility without its consent and each Incremental Term Lender and/or Incremental Revolving Lender, if not already a Lender hereunder, shall be subject to the approval (which approval shall not be unreasonably withheld or delayed) of the Administrative Agent (solely to the extent the Administrative Agent's consent would otherwise be required for an assignment to such Incremental Term Lender or Incremental Revolving Lender, as applicable, in accordance with Section 10.6 hereof) and, in the case of Incremental Revolving Lenders only, the Issuing Lender. Such notice shall set forth (i) the amount of the Incremental Term Loans and/or Incremental Revolving Commitments being requested (which shall be (1) with respect to Incremental Term Loans, in minimum increments of \$10,000,000, (2) with respect to Incremental Revolving Commitments, in minimum increments of \$5,000,000 or (3) equal to the remaining Incremental Amount at such time), (ii) the date, which shall be a Business Day, on which such Incremental Term Loans are requested to be made and/or Incremental Revolving Commitments are requested to become effective (the "Increased Amount Date") pursuant to an Incremental Facility Activation Notice, (iii) in the case of Incremental Term Loans, whether such Incremental Term Loans are to be on the same terms as the outstanding Term Loans or with terms different from the outstanding Term Loans, (iv) the use of proceeds for such Incremental Term Loan and/or Incremental Revolving Commitment and (v) pro forma financial calculations demonstrating compliance with the requirements under clause (iii) of Section 2.24(c).

(b) The Borrower and each Incremental Term Lender and/or Incremental Revolving Lender shall execute and deliver to the Administrative Agent an Incremental Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loans of such Incremental Term Lender and/or Incremental Revolving Commitment of such Incremental Revolving Lender. If at the time of any Incremental Revolving Commitments the Revolving Commitments are still in effect, the Incremental Revolving Commitment shall be on terms and pursuant to documentation applicable to the Revolving Commitments. Each Incremental Assumption Agreement relating to Incremental Term Loans shall specify the terms of the Incremental Term Loans to be made thereunder; provided that (i) the maturity date of any Incremental Term Loan shall be no earlier than the maturity date for the existing Term Loans, (ii) the weighted average life to maturity of any Incremental Term Loan shall be no shorter than the weighted average life to maturity of the existing Term Loans, (iii) if the total yield in respect of any Incremental Term Loans exceeds the total yield for the existing Term Loans by more than  $\frac{1}{2}$  of 1% (it being understood that any such excess may take the form of original issue discount ("OID"), with OID being equated to the interest rates in a manner reasonably determined by the Administrative Agent based on an assumed four-year life to maturity), the Applicable Margin for the existing Term Loans shall be increased so that the total yield in respect of such Incremental Term Loans is no more than  $\frac{1}{2}$  of 1% higher than the total yield for the existing Term Loans; provided that, in determining the interest rate margins applicable to any Incremental Term Loans and the existing Term Loans (x) any OID and upfront fees (which shall be deemed to constitute like amounts of OID) but excluding any arrangement, underwriting or similar fee paid to the Administrative Agent or the Arrangers under any Incremental Term Loans and the existing Term Loans in the initial primary syndication thereof shall be included and equated to interest rate and (y) the excess of any Eurodollar

Rate “floor” over three-month Eurodollar Rate and the excess of any ABR “floor” over the ABR, in each case without duplication as of the date of drawing of such Incremental Term Loans (disregarding such “floors” in determining the three-month Eurodollar Rate and ABR on such date), shall be equated to interest margin on the Incremental Term Loans, (iv) the Incremental Term Loans will rank pari passu in right of payment and security with the existing Term Loans and (v) to the extent the terms or documentation for Incremental Term Loans are not consistent with the terms of the existing Term Loans (except to the extent permitted by the foregoing clauses (i) through (iii)) they shall be reasonably satisfactory to the Administrative Agent. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Assumption Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loans and/or Incremental Revolving Commitments evidenced thereby. Any such deemed amendment may be memorialized in writing by the Administrative Agent with the Borrower’s consent (not to be unreasonably withheld) and furnished to the other parties hereto without their consent.

(c) Notwithstanding the foregoing, no Incremental Term Loan may be made and no Incremental Revolving Commitment shall become effective under this Section 2.24 unless (i) on the date on which such Loan is made or the date of such effectiveness and after giving effect to the Incremental Term Loans and/or Incremental Revolving Loans requested to be made on such date, the conditions set forth in Section 5.2 shall be satisfied and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Responsible Officer of the Borrower, (ii) the Administrative Agent shall have received board resolutions and other closing certificates and documentation as may be required by the relevant Incremental Assumption Agreement which, to the extent required, shall be consistent with the related documentation delivered on the Closing Date under Section 5.1 and such additional documents and filings (including amendments to the Mortgages and other Security Documents and title endorsement bring downs) as the Administrative Agent may reasonably require to assure that the Incremental Term Loans and/or Incremental Revolving Loans are secured by the Collateral ratably with the existing Term Loans and Revolving Loans, and (iii) the Borrower and its Subsidiaries would be in compliance on a pro forma basis with the financial covenants set forth in Section 7.1 recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available, after giving effect to such Incremental Term Loans and/or Loans to be made as of such date under the Incremental Revolving Commitment and the application of the proceeds therefrom as if made and applied on such date.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans and/or Incremental Revolving Loans, when originally made, are included in each borrowing of outstanding Term Loans or Revolving Loans on a pro rata basis, that each Incremental Term Lender and each Incremental Revolving Lender shall be included in the definitions of Required Lenders and Majority Facility Lenders, and the Borrower agrees that Section 2.12 shall apply to any conversion of Eurodollar Loans to ABR Loans reasonably required by the Administrative Agent to effect the foregoing. For the avoidance of doubt, it is understood that the Revolving Facility shall be increased in an amount equal to the aggregate Incremental Revolving Commitments.

### SECTION 3. LETTERS OF CREDIT

3.1 L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue letters of credit (“Letters of Credit”) for the account of the Borrower on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after



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giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars or another Acceptable Currency and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date; provided that (1) any Letter of Credit may have an expiry date later than the date referred to in clause (y) above if no later than the 30th day prior to the Revolving Termination Date (or for any Letters of Credit issued after such date, the date of issuance), the Borrower shall deposit in a cash collateral account opened by the Administrative Agent an amount equal to 105% of the aggregate then undrawn and unexpired amount of such Letters of Credit and (2) any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above (or, as long as the requirements under clause (1) are satisfied, the first anniversary of the Revolving Termination Date)).

(b) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

(c) The parties hereto agree that the Existing Letters of Credit will automatically, without any further action on the part of any Person, be deemed to be Letters of Credit hereunder issued hereunder on the Closing Date for the account of the Borrower. Without limiting the foregoing (i) each such Existing Letter of Credit shall be included in the calculation of the L/C Obligations, (ii) all liabilities of the Borrower and the other Loan Parties with respect to such Existing Letters of Credit shall constitute Obligations and (iii) each Lender shall have reimbursement obligations with respect to such Existing Letters of Credit as provided in Section 3.4.

3.2 Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the reasonable satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may reasonably request. Upon receipt of any Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information reasonably relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

3.3 Fees and Other Charges. (a) The Borrower will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay to the Issuing Lender for its own account a fronting fee of 0.125% per annum on the face amount of each Letter of Credit, payable quarterly in arrears on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

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3.4 L/C Participations. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement (or in the event that any reimbursement received by the Issuing Lender shall be required to be returned by it at any time), such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Percentage of the amount that is not so reimbursed (or is so returned). Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

3.5 Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Lender for the amount of the draft so paid not later than 12:00 Noon, New York City time, on (i) the Business Day that the Borrower receives notice of such

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draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Notwithstanding the foregoing, the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with this Agreement that such payment be financed with an ABR Loan Revolving Loan or a Swingline Loan in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting Revolving Loan or Swingline Loan, as applicable. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.14(b) and (y) thereafter, Section 2.14(c). Borrower shall promptly reimburse Issuing Lender for any taxes, fees, charges or other reasonable out-of-pocket costs or expenses incurred by the Issuing Lender in connection with the payment of a draft under a Letter of Credit which are then invoiced and supported in reasonable detail.

3.6 Obligations Absolute. The Borrower's obligations under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee; provided that the foregoing shall not be construed to excuse the Issuing Lender from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Lender's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of such Issuing Lender (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower.

3.7 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

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3.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

3.9 Cash Collateralization. If on any date the Dollar Equivalent of the L/C Obligations exceeds the L/C Commitment, then the Borrower shall within three Business Days after notice thereof from the Administrative Agent deposit in a cash collateral account opened by the Administrative Agent an amount equal to such excess plus accrued and unpaid interest thereon.

3.10 Currency Adjustments. (a) Notwithstanding anything to the contrary contained in this Agreement, for purposes of calculating any fee in respect of any Letter of Credit in respect of any Business Day, the Administrative Agent shall convert the amount available to be drawn under any Letter of Credit denominated in a currency other than Dollars into an amount of Dollars based upon the Exchange Rate.

(b) Notwithstanding anything to the contrary contained in this Section 3, prior to demanding any reimbursement from the L/C Participants pursuant to subsection 3.4 in respect of any Letter of Credit denominated in a currency other than Dollars, the Issuing Lender shall convert the Borrower's obligation under subsection 3.4 to reimburse the Issuing Lender in such currency into an obligation to reimburse the Issuing Lender in Dollars. The Dollar amount of the reimbursement obligation of the Borrower and the L/C Participants shall be computed by the Issuing Lender based upon the Exchange Rate in effect for the day on which such conversion occurs.

3.11 Replacement of an Issuing Lender. An Issuing Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Lender and the successor Issuing Lender. The Administrative Agent shall notify the Revolving Lenders of any such replacement of such Issuing Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Lender pursuant to Section 3.3. From and after the effective date of any such replacement, (i) the successor Issuing Lender shall have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Lender" shall be deemed to include such successor or any previous Issuing Lender, or such successor and all previous Issuing Lenders, as the context shall require. After the replacement of an Issuing Lender hereunder, the replaced Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Organization; Powers. The Borrower and each of the Loan Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

4.2 Authorization; Enforceability. The Transactions to be entered into by each Loan Party are within such Loan Party's powers and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan

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Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of the Borrower or such Loan Party (as the case may be), enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

**4.3 Governmental Approvals; No Conflicts.** The Transactions (a) do not require any material consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect or the failure to obtain would not reasonably be expected to have a Material Adverse Effect, (b) will not violate any applicable law or regulation, the violation of which would reasonably be expected to have a Material Adverse Effect, or the charter, by-laws or other organizational documents of the Borrower or any other applicable Loan Party or any order of any Governmental Authority, the violation of which would reasonably be expected to have a Material Adverse Effect, (c) will not violate or result in a default under any material indenture, agreement or other instrument binding upon the Borrower or any other Loan Party or their assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any other Loan Party, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any other Loan Party, except Liens created under the Loan Documents and Liens permitted under Section 7.3.

**4.4 Financial Condition.** The Borrower has heretofore furnished or made available to the Lenders (1) the audited consolidated balance sheet and statements of income, stockholders equity and cash flows of the Borrower as of and for the fiscal years ended May 31, 2008, May 31, 2009 and May 31, 2010, certified by its chief financial officer, (2) the consolidated balance sheet and statements of income, stockholders equity and cash flows of the Borrower as of and for the fiscal quarters ended November 30, 2009, and February 28, 2010, (3) the pro forma consolidated balance sheet of the Borrower and its Subsidiaries as at May 31, 2010 previously delivered to the Administrative Agent (the "Pro Forma Balance Sheet") and a pro forma statement of operations for the twelve-month period ending on May 31, 2010 previously delivered to the Administrative Agent (the "Pro Forma Statement of Operations"), in each case prepared after giving effect to the consummation of the Initial Share Repurchase and the Transactions. Such financial statements described in clauses (1) - (2) of the preceding sentence present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries, in each case, as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments. The Pro Forma Balance Sheet and Pro Forma Statement of Operations present fairly, in all material respects, the financial position and results of operations of the Borrower and its consolidated Subsidiaries, on a pro forma basis after giving effect to the consummation of the Transactions based upon good faith estimates and assumptions believed to be reasonable at the time made, it being recognized by the Lenders that such Pro Forma Balance Sheet and Pro Forma Statement of Operations may differ from the projected results set forth therein by a material amount. Since May 31, 2010, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect. Except as disclosed in the financial statements referred to above or the notes thereto and except as set forth in any periodic filing with the Securities and Exchange Commission by the Borrower, after giving effect to the Transactions, none of the Borrower or its Subsidiaries has, as of the Closing Date, any material contingent liabilities or material unrealized losses except as evidenced by the Loan Documents.

**4.5 Properties.** (a) The Borrower and each other Loan Party has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and except for exceptions to coverage described in a mortgage policy, title insurance or survey accepted by the Administrative Agent, and none of such property is subject to any Lien except as permitted by Section 7.3.

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(b) The Borrower and each other Loan Party owns, is licensed to use, or possesses the right to use all Intellectual Property reasonably necessary to the conduct of its business, and the use thereof by the Borrower and each other Loan Party does not infringe upon the rights of any other Person, except for any such infringements that could not reasonably be expected to result in a Material Adverse Effect.

4.6 Litigation and Environmental Matters. (a) Except as set forth on Schedule 4.6 attached to the Disclosure Statement, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting any Borrower or any other Loan Party (i) which would reasonably be expected to result in a Material Adverse Effect or (ii) that involve any of the Loan Documents or the Transactions.

(b) Except with respect to any other matters that could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any other Loan Party (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability, (iv) knows of any basis for any Environmental Liability or (v) has failed to properly dispose of all Hazardous Materials. No Hazardous Materials have been released at any site or facility owned, controlled or operated by any Borrower or any other Loan Party, or by any Borrower or any other Loan Party at any other location, which would reasonably be expected to result in a Material Adverse Effect.

4.7 Compliance with Laws. The Borrower and each other Loan Party is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

4.8 Investment Company Status. Neither the Borrower nor any other Loan Party is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

4.9 Taxes. The Borrower and each other Loan Party have timely filed or caused to be filed all material Tax returns and reports required to have been filed and have paid or caused to be paid all material Taxes required to have been paid by it pursuant to such tax returns and reports, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such other Loan Party, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

4.10 ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Plans, in each of such cases so as to cause a Material Adverse Effect.

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4.11 Disclosure. No statement or information contained in this Agreement, any other Loan Document, the Confidential Information Memorandum or any other document, certificate or statement (in each case, other than projections and pro forma financial information and information of a general economic or industry specific nature), furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, document or certificate was so furnished (or, in the case of the Confidential Information Memorandum, as of the date of this Agreement), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein, taken as a whole, in the light of the circumstances under which they were made not materially misleading. The projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time such projections and pro forma financial information are furnished, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.12 Subsidiaries. As of the date of this Agreement, the Borrower has no Subsidiaries other than as set forth on Schedule 4.12 attached to the Disclosure Statement. As of the date of this Agreement, the Borrower owns, directly or indirectly, the stated percentage of the issued and outstanding Capital Stock in and to each Subsidiary listed on Schedule 4.12 attached to the Disclosure Statement.

4.13 Insurance. As of the Closing Date, all premiums due in respect of all material insurance policies maintained by the Borrower have been paid.

4.14 Labor Matters. As of the Closing Date, there are no strikes, lockouts or slowdowns against the Borrower pending or, to the knowledge of the Borrower, threatened. The hours worked by and payments made to employees of each Borrower have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters, except where any such violation could not reasonably be expected to have a Material Adverse Effect. All material payments due from the Borrower, or for which any claim may be made against the Borrower, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Borrower except where such non payment could not reasonably be expected to have a Material Adverse Effect. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Borrower is bound.

4.15 Solvency. Immediately after the consummation of the Transactions to occur on the Closing Date and immediately following the making of each Loan made on the Closing Date and after giving effect to the application of the proceeds of such Loans, (a) the assets of the Loan Parties on a consolidated basis, at a "fair valuation", will exceed the amount of their aggregate "liabilities" "contingent or otherwise", as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of insolvency of debtors; (b) the "present fair saleable value" of the aggregate assets of the Loan Parties on a consolidated basis will be greater than "the amount that will be required to pay the probable liability" of the Loan Parties on their aggregate "existing debts as such debts become absolute and matured", as such quoted terms are generally determined in accordance with the applicable federal laws governing determinations of the insolvency of debtors; (c) the Loan Parties on a consolidated basis will be able to pay their aggregate debts as they become due; and (d) the remaining assets of the Loan Parties on a consolidated basis will not be "unreasonably small" nor constitute "unreasonably small capital" in relation to the business or transactions in which they are engaged or are about to engage as of the Closing Date, as such quoted terms are generally determined in accordance with

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applicable federal laws governing determinations of insolvency of debtors. For purposes of this Section 4.15, (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.

4.16 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board. No more than 25% of the assets of the Group Members consist of “margin stock” as so defined. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

4.17 Use of Proceeds. The proceeds of the Term Loans shall be used to finance a portion of the Share Repurchases and to pay fees and expenses related to the Share Repurchases, the Share Exchange Transactions, the Permitted Eclipsys Acquisition and the Transactions. The proceeds of the Revolving Loans and the Swingline Loans, and the Letters of Credit, shall be used to finance a portion of the Share Repurchases, the Permitted Eclipsys Acquisition and Transactions and to pay fees and expenses related to the Share Repurchases, the Share Exchange Transactions, the Permitted Eclipsys Acquisition and Transactions and for working capital needs and general corporate purposes (including the financing of Permitted Acquisitions).

4.18 Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Stock described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent (together with a properly completed and signed stock power or endorsement), and in the case of the other Collateral described in the Guarantee and Collateral Agreement a security interest in which may be perfected by the filing of a financing statement, when financing statements and filings of short form agreements in respect of registered and applied for intellectual property owned by each Loan Party in appropriate form are filed in the appropriate offices with the requisite fee, the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), prior and superior in right to any other Person except (i) with respect to Pledged Stock, nonconsensual Liens arising as a matter of law and (ii) in each other case Liens permitted by Section 7.3.

(b) Each of the Mortgages is effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien on the Mortgaged Properties described therein and proceeds thereof, and when the Mortgages are filed, each such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Secured Parties in the Mortgaged Properties and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (except Liens permitted by Section 7.3).



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4.19 Regulation H. No Mortgage encumbers improved real property that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968.

4.20 Certain Documents. The Borrower has delivered to the Administrative Agent a complete and correct copy of the Misys Agreement and all material documents delivered in connection therewith as of the date hereof, including any amendments, supplements or modifications with respect to any of the foregoing as of the date hereof.

#### SECTION 5. CONDITIONS PRECEDENT

5.1 Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Borrower and each Person listed on Schedule 1.1A attached to the Disclosure Statement, (ii) the Guarantee and Collateral Agreement, executed and delivered by the Borrower and each Subsidiary Guarantor and (iii) an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Loan Party.

(b) Misys Separation. The Misys Agreement and related documentation required pursuant to the Misys Agreement to be executed on or prior to the date of the Initial Share Repurchase (the "Misys Separation Documentation") shall have been executed on terms reasonably satisfactory to the Arrangers (the review of which shall be conducted and concluded promptly and without the intent to hinder or delay), and no provision thereof shall have been waived, amended, supplemented or otherwise modified in any respect that is material and adverse to the Lenders without approval of the Arrangers, it being agreed that the draft Misys Agreement and each of the Exhibits thereto provided to the Arrangers on June 9, 2010 shall be reasonably satisfactory. The Initial Share Repurchase shall have been consummated, or substantially simultaneously with the initial borrowing under the Facilities shall be consummated, in accordance with the terms of the Misys Separation Documentation without material waiver, amendment, supplement or modification thereof, except as approved by the Arrangers (the review of which shall be conducted and concluded promptly and without the intent to hinder or delay).

(c) Existing Indebtedness. All of the existing indebtedness of the Borrower and its subsidiaries under the Existing Credit Agreement shall have been repaid in full (or, in the case of letters of credit issued thereunder, deemed to be issued pursuant to this Agreement, terminated, cash collateralized or otherwise supported with Letters of Credit issued pursuant to this Credit Agreement).

(d) Fees. The Lenders, the Administrative Agent and the Arrangers shall have received all fees required to be paid, and all expenses required to be paid for which invoices have been presented not less than one business day prior to the Closing Date.

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(e) Approvals. All governmental and third party approvals necessary to consummate the Transactions and the Initial Share Repurchase (including shareholder approvals) shall have been obtained and shall be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Transactions and the Initial Share Repurchase or the financing thereof.

(f) Financial Statements. The Borrower shall have delivered to the Administrative Agent (i) audited consolidated financial statements of the Borrower for the two most recent fiscal years as to which such financial statements are available and (ii) unaudited interim consolidated financial statements of the Borrower for each quarterly period ended subsequent to the date of the latest financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are available.

(g) Pro Forma Balance Sheet; Pro Forma Statement of Operations. The Borrower shall have delivered to the Administrative Agent the Pro Forma Balance Sheet and the Pro Forma Statement of Operations.

(h) Ratings. The Borrower shall have used commercially reasonable efforts to receive a corporate credit rating of the Borrower from each of Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc.

(i) Lien Searches. The Administrative Agent shall have received the results of a recent bring down lien search in each relevant jurisdiction with respect to the Borrower and the Subsidiary Guarantors, and such search shall reveal no Liens on any of the Collateral except for Liens permitted by Section 7.3, Liens to be discharged on or prior to the Closing Date pursuant to documentation reasonably satisfactory to the Administrative Agent and Liens disclosed in the lien search results delivered to the Administrative Agent prior to the date of execution of the commitment letter with the Arrangers.

(j) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower (or, at the Borrower's option, a solvency opinion from an independent investment bank or valuation firm of nationally recognized standing) that shall document the solvency of the Borrower and its Subsidiaries (on a going concern and consolidated basis) after giving effect to the Transactions and the Initial Share Repurchase.

(k) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the certificate of incorporation of each Loan Party that is a corporation certified by the relevant authority of the jurisdiction of organization of such Loan Party, and (ii) a long form good standing certificate for each Loan Party from its jurisdiction of organization.

(l) Legal Opinions. (i) The Administrative Agent shall have received the following legal opinions:

- i. the legal opinion of Vedder Price P.C., counsel to the Borrower and its Subsidiaries, in form and substance reasonably acceptable to the Administrative Agent;

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- ii. the legal opinion of general counsel of the Borrower and its Subsidiaries, in form and substance reasonably acceptable to Administrative Agent; and
  - iii. the legal opinion such other special and local counsel as may be reasonably required by the Administrative Agent.

(m) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(n) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation; provided that, such documents do not include and there shall be no requirement to provide as of the Closing Date (i) lockbox arrangements or control agreements relating bank or security accounts or (ii) mortgages or other means of perfection or control other than through means of the filing of an initial financing statement under the Uniform Commercial Code or as described in Section 5.1(m).

(o) Other Information. The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

(p) Total Leverage Ratio. The Total Leverage Ratio, calculated to give pro forma effect to the Permitted Eclipsys Acquisition if the Permitted Eclipsys Acquisition closes substantially simultaneously with or before the Closing Date, shall not exceed 4.0 to 1.0, and the Borrower shall have provided reasonably satisfactory support for such calculation.

For the purpose of determining compliance with the conditions specified in this Section 5.1, each Lender that has signed this Agreement shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 5.1 unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

5.2 Conditions to Each Extension of Credit. The agreement of each Lender to make any extension of credit requested to be made by it on any date (including its initial extension of credit) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied.

#### SECTION 6. AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall and shall cause each of its Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent (for distribution to each Lender):

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by PricewaterhouseCoopers LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments and absence of footnotes).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods. Notwithstanding the foregoing, with respect to any prior period reporting and reporting required in connection with a change of fiscal year, such reporting shall be prepared in accordance with the applicable SEC reporting requirements.

6.2 Certificates; Other Information. Furnish to the Administrative Agent (for distribution to each Lender) (or, in the case of clause (g), to the relevant Lender):

(a) [Reserved];

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information and calculations necessary for determining compliance by each Group Member with the provisions of this Agreement referred to therein as

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of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party, (2) a list of any Intellectual Property acquired by any Loan Party and which is applied for or registered with the U.S. Patent and Trademark Office, U.S. Copyright Office or analogous office of a foreign jurisdiction and (3) a description of any Person that has become a Group Member, in each case since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Closing Date);

(c) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such following fiscal year, the related consolidated statements of projected cash flow and projected income and a description of the underlying assumptions applicable thereto), and, as soon as available, significant revisions, if any, of such budget and projections with respect to such fiscal year (collectively, the “Projections”);

(d) no later than 5 Business Days prior to the effectiveness thereof, copies of substantially final drafts of any proposed amendment, supplement, waiver or other modification with respect to the Misys Documentation;

(e) except to the extent made publicly available, within 5 Business Days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities or public equity securities and, within 5 Business Days after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC;

(f) promptly following receipt thereof, copies of (i) any documents described in Section 101(k) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided, that if the relevant Group Member or ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, such Group Member or the ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices promptly after receipt thereof; and

(g) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

6.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material Tax obligations, except where the amount or validity thereof is being or will be timely contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member.

6.4 Maintenance of Existence; Compliance. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names, in each case material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation,

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liquidation or dissolution permitted under Section 7.4 or any sale, transfer or disposition permitted under Section 7.5; provided, further, that neither the Borrower nor any of its Subsidiaries shall be required to preserve any right or franchise if the Borrower or such Subsidiary shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower or such Subsidiary, as the case may be, and that the loss thereof is not disadvantageous in any material respect to the Borrower, such Subsidiary or the Lenders.

6.5 Maintenance of Property; Insurance. (a) Keep and maintain all property material to the conduct of its business in good working order and condition, casualty and ordinary wear and tear excepted, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect and (b) maintain, with financially sound and reputable insurance companies insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations; provided, however, that the Borrower and its Subsidiaries may self-insure to the extent it determines in its good faith reasonable business judgment that such insurance is consistent with prudent business practices. Unless required by applicable laws, neither the Borrower nor any Loan Party shall be required to maintain worker's compensation insurance so long as the Borrower or such Loan Party maintains non-subscriber employer's liability insurance in such amounts (with no greater risk retention) as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. The Borrower will furnish to the Lenders, upon request of the Administrative Agent or any Lender, information in reasonable detail as to the insurance so maintained.

6.6 Compliance with Laws. Cause each other Loan Party to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

6.7 Inspection of Property; Books and Records; Discussions. Keep proper books of record and account in which full, true and correct entries are made of all material dealings and transactions in relation to its business and activities. The Borrower will, and will cause each other Loan Party to, permit any representatives designated by the Administrative Agent or by any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants; provided, that representatives of the Borrower shall have the opportunity to be present at any meeting with its independent accountants, all at such reasonable times and as often as reasonably requested; provided, further, that unless (x) a Default has occurred and is continuing or (y) the Administrative Agent reasonably believes an event has occurred that has a Material Adverse Effect, (i) the Lenders shall coordinate the timing of their inspections with the Administrative Agent and provide reasonable notice thereof, (ii) such inspections shall be limited to once during any calendar year for the Administrative Agent and each other Lender and (iii) neither the Borrower nor any of its Subsidiaries shall be required to pay or reimburse any costs and expenses incurred by any Lender (other than the Administrative Agent) in connection with the exercise of such rights.

6.8 Notices. Promptly after obtaining knowledge thereof give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Borrower or any other Group Member that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

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- (c) an ERISA Event, as soon as possible and in any event within 10 days after the Borrower knows or has reason to know thereof; and
  - (d) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.8 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.9 Environmental Laws. (a) Comply in all respects with, and ensure compliance in all respects by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply in all respects with and maintain, and ensure that all tenants and subtenants obtain and comply in all respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case where such failure to comply or maintain would not reasonably be expected to result in a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except where the failure to so conduct, complete or comply would not reasonably be expected to have a Material Adverse Effect.

6.10 Additional Collateral, etc. (a) With respect to any property having a value of at least \$5,000,000 acquired after the Closing Date by any Group Member (other than (1) Excluded Property, (2) any property described in paragraph (b), (c) or (d) below, (3) any property subject to a Lien expressly permitted by Section 7.3(m) and (4) property acquired by any Foreign Subsidiary) as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien (except to the extent such property is not required to be subject to a perfected Lien under the terms of the Security Documents due to an explicit exception or applicable threshold amount thereunder), Borrower shall notify Administrative Agent within the time period specified by the Security Documents or, if no such time period is specified, Borrower shall promptly notify the Administrative Agent and the Lenders thereof and, if requested by the Administrative Agent (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a security interest in such property and (ii) take all actions reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in such property (subject to any Lien permitted pursuant to Section 7.3), including the filing of appropriate Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Administrative Agent.

(b) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least \$5,000,000 or otherwise not constituting Excluded Property acquired after the Closing Date by any Group Member (other than (x) any such real property subject to a Lien expressly permitted by Section 7.3(m) or (p) and (y) real property acquired by any Foreign Subsidiary), promptly (i) execute and deliver a first priority Mortgage (subject to any Lien permitted pursuant to Section 7.3), in favor of the Administrative Agent, for the benefit of the Secured Parties, covering such

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real property, (ii) if requested by the Administrative Agent, provide the Secured Parties with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent, (iii) deliver notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each Group Member relating thereto, together with evidence of flood insurance with respect to each Flood Hazard Property that is located in a community that participates in the National Flood Insurance Program, in each case in compliance with any applicable regulations of the Board of Governors of the Federal Reserve System, in form and substance reasonably satisfactory to the Administrative Agent and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) With respect to any new Material Subsidiary (other than a Foreign Subsidiary) created or acquired after the Closing Date by any Group Member, promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in the Capital Stock of such new Material Subsidiary that is owned by any Group Member (subject only to non-consensual Liens arising by operation of law), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, (iii) cause such new Material Subsidiary (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions reasonably necessary or advisable to grant to the Administrative Agent for the benefit of the Lenders a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Material Subsidiary (subject only to Liens permitted under Section 7.3), including the filing of appropriate Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Material Subsidiary, substantially in the form of Exhibit C, with appropriate insertions and attachments, and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(d) With respect to any new Foreign Subsidiary that is a Material Subsidiary created or acquired after the Closing Date by any Group Member (other than by any Group Member that is a Foreign Subsidiary), and to the extent relevant and legally permissible to do so, promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest (subject only to non-consensual Liens arising by operation of law) in the Capital Stock of such new Subsidiary that is owned by any such Group Member (provided that in no event shall more than 65% of the total outstanding voting Capital Stock of any such new Subsidiary be required to be so pledged), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, and take such other action as may be reasonably necessary or, in the opinion of the Administrative Agent, desirable to perfect the Administrative Agent's security interest therein, and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.



6.11 Retirement of Repurchased Stock. Promptly retire any Capital Stock of the Borrower repurchased in the Share Repurchases to the extent the Share Repurchases are financed with the proceeds of the Loans.

## SECTION 7. NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

### 7.1 Financial Condition Covenants.

(a) Total Leverage Ratio. Permit the Total Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending with (or most recently ended prior to in the event such period does not end with) any quarter set forth below to exceed the ratio set forth below opposite such fiscal quarter:

<u>Fiscal Quarter</u>	<u>Total Leverage Ratio</u>
December 31, 2010 through March 31, 2011	4.00 to 1.0
June 30, 2011 through September 30, 2011	3.75 to 1.0
December 31, 2011 through June 30, 2012	3.50 to 1.0
September 30, 2012 and thereafter	3.00 to 1.0

; provided that the ratio set forth in the table above shall instead be 3.00 to 1.0 for any fiscal quarter after consummation of the Permitted Eclipsys Acquisition.

(b) Interest Coverage Ratio. Permit the Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending with (or most recently ended prior to in the event such period does not end with) any quarter set forth below to be less than the ratio set forth below opposite such fiscal quarter:

<u>Fiscal Quarter</u>	<u>Interest Coverage Ratio</u>
December 31, 2010 through June 30, 2011	3.50 to 1.0
September 30, 2011 through June 30, 2012	3.75 to 1.0
September 30, 2012 and thereafter	4.00 to 1.0

; provided, that (i) for the purposes of determining the ratio described above for the fiscal quarters of the Borrower ending (or most recently ended prior to in the event such period does not end with) December 31, 2010, March 31, 2011 and June 30, 2011, Interest Expense for the relevant period shall be deemed to equal Interest Expense for such fiscal quarter (and, in the case of the latter two such determinations, each previous fiscal quarter commencing after the Closing Date) multiplied by 4, 2 and 4/3, respectively and (ii) the ratio set forth in the table above shall instead be 4.50 to 1.0 for any fiscal quarter after consummation of the Permitted Eclipsys Acquisition.

7.2 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

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(b) Indebtedness of (i) any Loan Party to any Subsidiary, (ii) any Subsidiary that is not a Loan Party to any other Subsidiary that is not a Loan Party and (iii) Indebtedness of any Subsidiary that is not a Loan Party to any Loan Party provided that the loan or advance is permitted by Section 7.8;

(c) Guarantee Obligations by (i) any Group Member of the obligations of any Loan Party, (ii) any Subsidiary that is not a Loan Party of the obligations of any other Subsidiary that is not a Loan Party, and (iii) any Loan Party of obligations of any Subsidiary that is not a Loan Party provided that such Guarantee Obligations are permitted by Section 7.8;

(d) Indebtedness outstanding on the date hereof and listed on Schedule 7.2(d) attached to the Disclosure Statement and any refinancings, refundings, renewals or extensions thereof (without increasing, or shortening the maturity of, the principal amount thereof);

(e) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(m) in an aggregate principal amount not to exceed \$20,000,000 at any one time outstanding;

(f) unsecured Indebtedness of the Borrower or any of its Subsidiaries in an aggregate principal amount (for the Borrower and all Subsidiaries) not to exceed \$50,000,000 at any one time outstanding; provided that (i) the Borrower is in compliance with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Indebtedness and (ii) such Indebtedness has a final maturity date that is at least 91 days after the later of the Revolving Termination Date and the final maturity date of the Term Loans;

(g) Indebtedness of any Person that becomes a Subsidiary after the date hereof in connection with the Permitted Eclipsys Acquisition, a Permitted Acquisition or otherwise which exists at the time such Person becomes a Subsidiary or is refinanced in contemplation of or in connection with such Person becoming a Subsidiary, and Indebtedness of the Borrower or any Subsidiary in the form of any deferred purchase price or post closing obligation in connection with a Permitted Acquisition; provided that, the aggregate principal amount of Indebtedness permitted by this clause (g) shall not exceed \$25,000,000 at any time outstanding;

(h) Guarantee Obligations of the Borrower or any other Loan Party in connection with customer financing programs, provided that (i) the Guarantee Obligation shall not exceed the amount received by the Loan Party under the financing program or owed to the Loan Party by the customer and (ii) the aggregate amount of all obligations guaranteed at any point in time shall not exceed \$5,000,000; and

(i) additional Indebtedness of the Borrower or any of its Subsidiaries in an aggregate principal amount (for the Borrower and all Subsidiaries) not to exceed \$15,000,000 at any one time outstanding.

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens for Taxes, fees, assessments or governmental charges not yet due or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

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(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, suppliers' or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, old age pensions or other social security or retirement benefits, or similar legislation or to secure public or statutory obligations of the Borrower or any of its Subsidiaries;

(d) pledges or deposits to secure the performance of tenders, government contracts, bids, trade contracts (other than for borrowed money), licenses, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (h) of Section 8;

(f) rights of set-off of banks or lenders in the ordinary course of banking arrangements;

(g) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries, and Liens or exceptions to coverage described in a mortgage policy, title insurance or survey accepted by Administrative Agent;

(h) any interest or title of a lessor, sublessor, licensee or licensor under any operating lease or license agreement entered into in the ordinary course of business and not interfering in any material respect with the rights, benefits or privileges of such lease or licensing agreement, as the case may be;

(i) Liens in favor of payor financial institutions having a right of setoff, revocation, refund or chargeback with respect to money or instruments of the Borrower or any Subsidiary on deposit with or in possession of such financial institution;

(j) leases or licenses of intellectual property or other assets granted by the Borrower or any Subsidiary in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Borrower or any Subsidiary;

(k) the filing of UCC financing statements solely as a precautionary measure in connection with any transaction not prohibited hereunder;

(l) Liens in existence on the date hereof listed on Schedule 7.3(l) attached to the Disclosure Statement, securing Indebtedness permitted by Section 7.2(d), provided that no such Lien is spread to cover any additional property after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

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(m) Liens securing Indebtedness of the Borrower or any Subsidiary incurred pursuant to Section 7.2(e) to finance the acquisition of fixed or capital assets, provided that (i) such Liens shall be created substantially simultaneously with the acquisition of such fixed or capital assets, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (iii) the amount of Indebtedness secured thereby is not increased;

(n) Liens created pursuant to the Security Documents;

(o) any interest or title of a lessor under any lease entered into by the Borrower or any Subsidiary in the ordinary course of its business and covering only the assets so leased;

(p) any Lien (i) existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary and (ii) on cash collateral securing letter of credit obligations, swap agreement obligations, or other banking product obligations of a Person that becomes a Subsidiary after the date of this Agreement, provided that (A) such Lien described in clause (i) is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as applicable, (B) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as applicable, and any refinancing, refunding, renewals, or extensions thereof (without increasing, or shorting the maturing of, the principal amount thereof);

(q) Liens securing (i) obligations under performance bonds, surety bonds and letter of credit obligations to provide security for worker's compensation claims and (ii) obligations in respect of bank overdrafts not more than five Business Days overdue, in each case, incurred in the ordinary course of business; and

(r) Liens not otherwise permitted by this Section so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds (as to the Borrower and all Subsidiaries) \$20,000,000 at any one time.

**7.4 Fundamental Changes.** Effect any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

(a) any Subsidiary of the Borrower (i) may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any Subsidiary Guarantor (provided that the Subsidiary Guarantor shall be the continuing or surviving corporation) and (ii) that is not a Loan Party may be merged or consolidated with any other Subsidiary that is not a Loan Party;

(b) any Subsidiary of the Borrower (i) may Dispose of any or all of its assets to any Loan Party (upon voluntary liquidation or otherwise) or (ii) that is not a Loan Party may Dispose of any or all of its assets to any other Subsidiary that is not a Loan Party;

(c) any Disposition permitted by Section 7.5;

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(d) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders;

(e) any Investment expressly permitted by Section 7.8 may be structured as a merger, consolidation or amalgamation; and

(f) the Borrower and its Subsidiaries may consummate the Share Exchange Transactions.

7.5 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) sales of inventory, used or surplus equipment in the ordinary course of business;

(b) Dispositions of used, damaged, worn out, obsolete or surplus property by the Borrower or any Subsidiary in the ordinary course of business and the abandonment or other Disposition of intellectual property, in each case as determined by the Borrower or such Subsidiary in its reasonable judgment to be no longer economically practicable to maintain or useful in the conduct of the business of the Borrower and its Subsidiaries taken as a whole;

(c) sales, transfers, issuances and dispositions by (i) any Subsidiary to any Loan Party, and (ii) a Subsidiary that is not a Loan Party to any other Subsidiary that is not a Loan Party;

(d) leases of real or personal property in the ordinary course of business;

(e) Investments and other transactions in compliance with Section 7.4 or Section 7.8;

(f) Dispositions of cash and Cash Equivalents and inventory and goods held for sale in the ordinary course of business;

(g) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(h) leases, subleases, assignments, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Subsidiaries;

(i) transfers of property subject to Recovery Events upon receipt of the Net Cash Proceeds of such Recovery Event;

(j) Restricted Payments permitted by Section 7.6;

(k) Dispositions of auction rate securities acquired by Eclipsys or its Subsidiaries prior to the date of this Agreement; and

(l) other Dispositions; provided that (i) the aggregate revenues in respect of any such Disposition, calculated in the aggregate with the aggregate revenues of all other Dispositions made in accordance with this clause (l) during the preceding four fiscal quarters of the Borrower, does not exceed 25% of total revenues of the Borrower and its Subsidiaries taken as a whole for

the four fiscal quarter period ending immediately prior to the consummation of such Disposition, (ii) no Default or Event of Default shall occur or shall reasonably be expected to occur with respect to any Disposition proposed to be consummated pursuant to this clause (l) by virtue of any reduction in the total revenues of the Borrower and its Subsidiaries, (iii) the Disposition shall be made to unaffiliated third parties for fair value and for cash consideration of not less than 70% of the value of the asset disposed and (iv) the Net Cash Proceeds of any Disposition pursuant to this Section 7.5(l) shall be applied to prepay the Term Loans in accordance with, and to the extent required by, Section 2.11(b).

7.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property of any Group Member (collectively, "Restricted Payments"), except that:

(a) any Subsidiary may make Restricted Payments to any Loan Party and any Subsidiary that is not a Loan Party may make Restricted Payments to the Group Member that is its parent company;

(b) the Borrower may make the Share Repurchases, and Borrower and its Subsidiaries may complete the Share Exchange Transactions;

(c) the Borrower may make Restricted Payments pursuant to and in accordance with equity compensation plans, employee stock purchase plans or other benefit plans for management employees, members of the board of directors or consultants of the Borrower and its Subsidiaries provided that the aggregate amount of Restricted Payments made in cash under this clause (c) shall not exceed \$10,000,000 in any fiscal year of the Borrower or \$25,000,000 in the aggregate;

(d) the Borrower may make Restricted Payments if (i) prior to and after giving effect to the Restricted Payment, the Total Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Restricted Payment, is less than 1.75 to 1.0 and (ii) no Default or Event of Default has occurred and is continuing or would result from such Restricted Payment; and

(e) the Borrower may make Restricted Payments in an aggregate amount not in excess of \$25,000,000; provided that (i) the Borrower is in compliance with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Restricted Payment and (ii) no Default or Event of Default has occurred and is continuing or would result from such Restricted Payment.

7.7 Reserved.

7.8 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other similar investment in, any Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit in the ordinary course of business;

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- (b) investments in cash or Cash Equivalents;
- (c) Guarantee Obligations permitted by Section 7.2;
- (d) loans and advances to employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount for all Group Members not to exceed \$5,000,000 at any one time outstanding;
- (e) the Permitted Eclipsys Acquisition, the Share Repurchases and Share Exchange Transactions;
- (f) Investments in assets useful in the business of the Borrower and its Subsidiaries made by the Borrower or any of its Subsidiaries with the proceeds of any Reinvestment Deferred Amount;
- (g) investments in existence on the date of this Agreement and described in Schedule 7.8(g) attached to the Disclosure Statement;
- (h) capital contributions, contributions in exchange for Capital Stock or similar investments by the Borrower and its Subsidiaries in Capital Stock in their respective Subsidiaries, provided that (i) the additional aggregate amount (valued at cost) of such investments by Loan Parties in Subsidiaries that are not Loan Parties (together with additional intercompany loans and advances permitted under the proviso to Section 7.8(i)) during any fiscal year shall not exceed \$15,000,000 (excluding any such investments made prior to the date of this Agreement) and (ii) no Event of Default is then existing or would be caused by such investment;
- (i) loans or advances of money by the Borrower to any Subsidiary and made by any Subsidiary to the Borrower or any other Subsidiary, provided that (i) the additional aggregate amount of such loans and advances made by Loan Parties to Subsidiaries that are not Loan Parties (together with additional investments permitted under the proviso to Section 7.8(h)) during any fiscal year shall not exceed \$15,000,000 (excluding any such investments made prior to the date of this Agreement) and (ii) no Event of Default is then existing or would be caused by such loan or advance;
- (j) Guarantee Obligations incurred by the Borrower for the benefit of any Subsidiary or by any Subsidiary for the benefit of the Borrower or any other Subsidiary, provided that (i) the aggregate principal amount of Indebtedness of Subsidiaries that are not Loan Parties that is guaranteed by any Loan Party shall not exceed \$20,000,000 at any time outstanding and (ii) no Event of Default is then existing or would be caused by the incurrence of such Guarantee Obligation;
- (k) Permitted Acquisitions;
- (l) Investments consisting of stock, obligations, securities or other property received in settlement of accounts receivable (created in the ordinary course of business) from bankrupt obligors;
- (m) to the extent deemed to be an Investment, Swap Agreements permitted by Section 7.12;

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(n) Investments consisting of non-cash consideration received in connection with any Disposition permitted by Section 7.5;

(o) guarantee obligations of the Borrower or any Subsidiary of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(p) investments of any Person that becomes a Subsidiary after the date hereof in connection with the Permitted Eclipsys Acquisition, a Permitted Acquisition or otherwise which exists at the time such Person becomes a Subsidiary; and

(q) in addition to Investments otherwise expressly permitted by this Section, Investments by the Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not to exceed \$25,000,000 during the term of this Agreement.

7.9 Optional Payments and Modifications of Certain Debt Instruments. Make or offer to make any optional or voluntary payment, prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any subordinated Indebtedness.

7.10 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate except (a) transactions in the ordinary course of business that are at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties; provided that, transactions among the Group Members (and no other Affiliate) may be more favorable to a Loan Party, (b) transactions between or among the Borrower and any Loan Party not involving any other Affiliate, (c) transactions described on Schedule 7.10 attached to the Disclosure Statement, (d) any Affiliate who is an individual may serve as director, officer, employee or consultant of the Borrower or any of its Subsidiaries and may receive reasonable compensation and indemnification and expense reimbursement (including pursuant to plans or policies approved by the board of directors of the Borrower) for his or her services in such capacity, (e) the Borrower or any of its Subsidiaries may enter into nonexclusive licenses of patents, copyrights, trademarks, trade secrets and other intellectual property with the Borrower or any of its Subsidiaries, (f) transactions permitted by Sections 7.2(b) or (c), Sections 7.4(a) or (b) or Section 7.5(c), Restricted Payments permitted by Section 7.6 and any Investment, Loan, advance or guarantee obligation permitted by clauses (e), (g), (h), (i), (j), (o) or (p) of Section 7.8, (g) any transaction with an Affiliate referred to in or contemplated by the Misys Documentation or the Misys Separation Documentation including, without limitation, under any transition services agreement; (h) sales of common stock of the Borrower to Affiliates of the Borrower not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith and (i) any transaction with an Affiliate where the only consideration paid by any Loan Party is common stock of the Borrower.

7.11 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member.

7.12 Swap Agreements. Enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Capital Stock) and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.



7.13 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of (a) any Subsidiary of the Borrower to (A) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, (B) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary of the Borrower or (C) transfer any of its assets to the Borrower or any other Subsidiary of the Borrower, or (b) any Loan Party to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary, (iii) restrictions, limitations, conditions and prohibitions under or imposed by any indenture, agreement, instrument or other contractual arrangement in effect on the date hereof (including this Agreement) and any similar indentures, agreements or instruments to the extent such restrictions, limitations, conditions and prohibitions are no more restrictive, taken as a whole, than those set forth in such existing indentures, agreements or instruments (including this Agreement), (iv) any restrictions consisting of customary provisions contained in leases, licenses and joint ventures and other agreements, (v) prohibitions or conditions under applicable law, rule or regulation, (vi) any agreement or instrument in effect at the time a Person first became a Subsidiary of the Borrower or the date such agreement or instrument is otherwise assumed by the Borrower or any of its Subsidiaries, so long as such agreement or instrument was not entered into in contemplation of such Person becoming a Subsidiary of the Borrower or such assumption, (vii) customary provisions in organizational documents, asset sale and stock sale agreements and other similar agreements that restrict the transfer of, or Liens on, ownership interests in any partnership, limited liability company or similar Person, (viii) in the case of any joint venture which is not a Loan Party in respect of any matters referred to above, restrictions in such Person's organizational documents or pursuant to any joint venture agreement or stockholders agreements solely to the extent of the Capital Stock of or property held in the subject joint venture or other entity, (ix) any prohibition or limitation that restricted subletting or assignment of, or Lien on, leasehold interests contained in any lease or sublease governing a leasehold interest of the Borrower or a Subsidiary, (x) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby to the extent any prohibition or limitation restricts Liens on the assets financed thereby, (xi) restrictions on cash or other deposits or net worth imposed by suppliers or landlords or customers under contracts entered into in the ordinary course of business, (xii) any instrument governing Indebtedness assumed in connection with the Permitted Eclipsys Acquisition and any Permitted Acquisition which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired or (xiii) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents or the contracts, instruments or obligations referred to in clauses (vi) or (xii) above, provided that the encumbrance or restriction under such amendment or refinancing is no less favorable to the Lenders than that which existed under the contract, investment or obligation that has been amended or refinanced and was permitted under clause (vi) above.

7.14 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related thereto.

7.15 Amendments to Misys Documents. (a) Amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the terms and conditions of the Misys Documentation except for any such amendment, supplement or modification that (i) becomes effective after the Closing Date and (ii) could not reasonably be expected to have a Material Adverse Effect.

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7.16 Business; Liabilities; Assets of Certain Subsidiaries.

(a) Permit Newco (i) to conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than (x) those incidental to its ownership of the Capital Stock of the Borrower or any transactions expressly contemplated in the Misys Documentation, (y) the maintenance of its corporate existence and (z) legal, tax and accounting matters, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (x) nonconsensual obligations imposed by operation of law, (y) obligations with respect to its Capital Stock and (z) as expressly contemplated in the Misys Documentation and contingent liabilities in connection therewith, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash and cash equivalents) other than the ownership of shares of Capital Stock of the Borrower and any assets incidental thereto.

(b) Permit any Excluded Domestic Subsidiary (i) to conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any material business or operations other than (x) those incidental to its ownership of the Capital Stock of Foreign Subsidiaries, (y) the maintenance of its corporate existence and (z) legal, tax and accounting matters, (ii) incur, create, assume or suffer to exist any Indebtedness or other material liabilities or financial obligations, except (x) nonconsensual obligations imposed by operation of law and liabilities related to legal, tax and accounting matters and (y) obligations under the Loan Documents, Specified Swap Agreements and Specified Cash Management Agreements, or (iii) own, lease, manage or otherwise operate any material properties or assets (including cash and cash equivalents) other than the ownership of shares of Capital Stock of Foreign Subsidiaries and any assets incidental thereto; provided that, (1) the foregoing shall not prohibit any Excluded Domestic Subsidiary from engaging in the intercompany transactions referenced in Section 7.10(f) related to the provision of funds between or among the Group Members, and (2) Eclipsys International Holdings, LLC shall be permitted to maintain letters of credit payable in foreign currency issued for its benefit or the benefit of its Subsidiaries and cash in an amount sufficient to collateralize such letters of credit.

SECTION 8. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) or (ii) of Section 6.4 (with respect to the Borrower's existence only), Section 6.8(a) or Section 7 of this Agreement or Section 5.5 of the Guarantee and Collateral Agreement; or

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(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Group Member shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the aggregate outstanding principal amount of which is \$20,000,000 or more; or

(f) (i) Borrower or any Material Subsidiary shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or (ii) there shall be commenced against Borrower or any Material Subsidiary any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against Borrower or any Material Subsidiary any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) Borrower or any Material Subsidiary shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) Borrower or any Material Subsidiary shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (vi) or Borrower or any Material Subsidiary shall make a general assignment for the benefit of its creditors; or

(g) (i) an ERISA Event shall have occurred, (ii) a trustee shall be appointed by a United States district court to administer any Plan, (iii) the PBGC shall institute proceedings to terminate any Plan(s), (iv) any Loan Party or any of their respective ERISA Affiliates shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed

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Withdrawal Liability to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; or (v) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (v) above, such event or condition, together with all other such events or conditions, if any, could, in the sole judgment of the Required Lenders, reasonably be expected to result in a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a liability of \$20,000,000 or more (provided, that any such amount shall be calculated after deducting from the sum so payable any amount of such judgment or order that is covered by a valid and binding policy of insurance in favor of the Borrower or such Subsidiary), and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) any of the Guarantee and Collateral Agreement or the Mortgages (if any) shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Guarantee and Collateral Agreement or the Mortgages (if any) shall cease to be enforceable and of the same effect and priority (other than with respect to Liens permitted by Section 7.3) purported to be created thereby (other than due to a perfection defect arising solely from the failure of the Administrative Agent to maintain possessory Collateral or failure of the Administrative Agent to file or maintain a financing statement unless caused by the failure of any Group Member to perform its obligations under the Loan Documents); or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) a Change in Control shall have occurred;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of

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Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

#### SECTION 9. THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy or email message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent.

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The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

9.7 Indemnification. The Lenders agree to indemnify each Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or

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disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9 and of Section 10.5 shall continue to inure to its benefit.

9.10 Documentation Agent and Syndication Agent. The Arrangers, the Documentation Agent and the Syndication Agent shall not have any duties or responsibilities hereunder or any other Loan Document in its capacity as such.

#### SECTION 10. MISCELLANEOUS

10.1 Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such

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instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility) and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders; (iv) amend, modify or waive any provision of Sections 2.17(a), (b) or (c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly affected thereby; (v) reduce the amount of Net Cash Proceeds or Excess Cash Flow required to be applied to prepay Term Loans under this Agreement without the written consent of the Majority Facility Lenders with respect to the Term Facility; (vi) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility; (vii) amend, modify or waive any provision of Section 9 or any other provision of any Loan Document that affects the Administrative Agent without the written consent of the Administrative Agent; (viii) amend, modify or waive any provision of Section 2.6 or 2.7 without the written consent of the Swingline Lender; (ix) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lender or (x) amend, modify or waive any provision of Section 2.23 without the written consent of the Administrative Agent, the Swingline Lender and the Issuing Bank. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. If an amendment, waiver or modification requires the written consent of all Lenders, a Defaulting Lender's vote shall not be included except (i) such Defaulting Lender's Commitment may not be increased or extended without its consent and (ii) the principal amount of, or interest or fees payable on, Loans or L/C Obligations may not be reduced or excused (except as otherwise provided herein) or the scheduled date of payment may not be postponed as to such Defaulting Lender without such Defaulting Lender's consent. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and Revolving Extensions of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders.



In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all outstanding Term Loans ("Replaced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"), provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans, (b) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Replaced Term Loans and (c) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Replaced Term Loans at the time of such refinancing.

10.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower: 222 Merchandise Mart, Suite 2024  
Chicago, Illinois 60654  
Attention: William J. Davis  
Telecopy: (312) 506-1208  
Telephone: (312) 506-1211

Administrative Agent: JPMorgan Chase Bank, N.A.  
10 S. Dearborn  
Chicago, IL 60603  
Attention: Krys J. Szremski  
Telecopy: (312) 377-0185  
Telephone: (312) 325-3227

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

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10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses. The Borrower agrees (a) to pay or reimburse the Administrative Agent and the Arrangers for all reasonable out-of-pocket expenses of the Administrative Agent and Arrangers incurred in connection with the syndication of the Facilities and the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees, disbursements and other charges of one counsel to the Administrative Agent and the Arrangers and, if necessary, one local counsel in any applicable jurisdiction (and, in the case of a conflict of interest, one additional counsel per affected party and any specialist counsel, if reasonably necessary), and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Closing Date (in the case of amounts to be paid on the Closing Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent and (c) to pay, indemnify, and hold each Lender, each Arranger, each Agent and their respective officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from (i) the gross negligence or willful misconduct of such Indemnitee or (ii) from a material breach by the relevant Indemnitee of the express contractual obligations under the Loan Documents pursuant to a claim made by the Borrower. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to William J. Davis (Telephone No. (312) 506-1211) (Telecopy No. (312) 506-1208), at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive the termination of this Agreement and the repayment of the Loans and all other amounts payable hereunder.

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10.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b)(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld), provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default has occurred and is continuing, any other Person;

(B) the Administrative Agent (such consent not to be unreasonably withheld), provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund; and

(C) the Issuing Lender (such consent not to be unreasonably withheld), provided that no consent of the Issuing Lender shall be required for an assignment of all or any portion of a Term Loan.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 in the case of the Revolving Facility or \$1,000,000 in the case of the Term Facility unless each of the Borrower and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent;

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee’s compliance procedures and applicable laws, including Federal and state securities laws;

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(D) none of the Borrower or any of its Subsidiaries or Affiliates may be an Assignee; and

(E) without the prior written consent of the Administrative Agent, no assignment shall be made to a prospective Assignee that bears a relationship to the Borrower described in Section 108(e)(4) of the Code.

For the purposes of this Section 10.6, “Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an affiliate of a Lender or (c) an entity or an affiliate of an entity that administers or manages a Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee’s completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c)(i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations (C) none of the Borrower or any of its Subsidiaries or Affiliates may be a Participant, and (D) the Borrower, the Administrative Agent, the Issuing Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any

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amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits, and subject to the burdens, of Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive (under such Sections and taking into account the portion of the Loan represented by such participation) with respect to the participation sold to such Participant except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the Participant acquired the applicable participation. In no event shall any Participant that is a Non-U.S. Lender be entitled to any benefits of Section 2.19 unless such Participant complies with Section 2.19(e). Any Participant that makes a claim under Section 2.18 or Section 2.19 shall also be subject to Section 2.21 and Section 2.22 as fully as if it were a Lender hereunder.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement or a court order expressly provides for payments to be allocated to a particular Lender or to the Lenders under a

particular Facility, if any Lender (a “Benefitted Lender”) shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 10.6), or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right during the existence of an Event of Default, without notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any Obligations becoming due and payable by the Borrower (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender, provided that the failure to give such notice shall not affect the validity of such application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 **GOVERNING LAW, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE INTERPRETATION OF THE DEFINITIONS OF BORROWER MATERIAL ADVERSE EFFECT AND ECLIPSYS MATERIAL ADVERSE EFFECT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.**

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10.12 Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, indirect, exemplary, punitive or consequential damages.

10.13 Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents; and

(b) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

10.14 No Fiduciary Duty. The Credit Parties and their Affiliates may have economic interests that conflict with those of the Group Members and their Affiliates. The Borrower agrees that nothing in the Loan Documents will be deemed to create an advisory, agency or fiduciary relationship or other implied duty between any Credit Party, on the one hand, and any Group Member on the other. The Borrower acknowledges and agrees that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Credit Parties, on the one hand, and the Group Members, on the other, and (ii) no Credit Party has assumed an advisory or fiduciary responsibility in favor of any Group Member with respect to the Loan Documents (or the exercise of rights or remedies with respect thereto) or any other obligation to the Group Members with respect thereto except the obligations expressly set forth in the Loan Documents. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate in connection with the Loan Documents and that it is responsible for making its own independent judgment with respect to the Loan Documents or

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the credit transactions contemplated hereby. The Borrower agrees that it will not claim any Credit Party has rendered advisory services or owes a fiduciary or similar duty to the Borrower, in connection with the Loan Documents. The provisions of this Section 10.14 shall not apply to the financial advisory and underwriting services provided by Arrangers or any of their respective affiliates to one or more of the Group Members pursuant to other agreements.

10.15 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Loans, the Reimbursement Obligations and the other Obligations under the Loan Documents (other than contingent indemnity and reimbursement obligations not then due and payable and Obligations under or in respect of Specified Swap Agreements or Specified Cash Management Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (or all Letters of Credit shall have been fully cash collateralized in accordance with the terms of this Agreement), the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

10.16 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof (who shall be informed of the provisions of this Section), (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates (who shall be informed of the provisions of this Section), (d) upon the request or demand of any Governmental Authority, (e) to the extent required by any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) to the extent required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed other than due to breach of the provisions of this Section, (h) that becomes available to the Agents on a nonconfidential basis from a source other than the Borrower or any of its subsidiaries, officers, directors, employees or advisors, (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (j) in connection with the exercise of any remedy hereunder or under any other Loan Document, or (j) if agreed by the Borrower in its sole discretion, to any other Person.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.



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All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

**10.17 WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.18 USA Patriot Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC., as  
Borrower

By: /s/ William J. Davis

Name: William J. Davis

Title: Chief Financial Officer

[Signature Page to Credit Agreement]

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JPMORGAN CHASE BANK, N.A., as Administrative Agent,  
Issuing Lender, Swingline Lender and as a Lender

By: /s/ Krys Szremski

Name: Krys Szremski

Title: Vice President

[Signature Page to Credit Agreement]

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BARCLAYS BANK PLC, as a Lender

By: /s/ David Barton  
Name: David Barton  
Title: Director

[Signature Page to Credit Agreement]

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UBS LOAN FINANCE LLC, as a Lender

By: /s/ Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services US

By: /s/ Irja R. Otsa  
Name: Irja R. Otsa  
Title: Associate Director  
Banking Products  
Services US

[Signature Page to Credit Agreement]

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Fifth Third Bank, an Ohio Banking Corporation, as a Lender

By: /s/ Nathaniel E. Sher  
Name: Nathaniel E. Sher  
Title: Vice President

[Signature Page to Credit Agreement]

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U.S. Bank, National Association, as a Lender

By: /s/ Christopher T. Kordes

Name: Christopher T. Kordes

Title: Senior Vice President

[Signature Page to Credit Agreement]

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COMPASS BANK, as a Lender

By: /s/ John R. Bozalis, Jr.

Name: John R. Bozalis, Jr.

Title: Senior Vice President

[Signature Page to Credit Agreement]



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KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Sukanya V. Raj

Name: Sukanya V. Raj

Title: Vice President & Portfolio Manager

[Signature Page to Credit Agreement]

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Mizuho Corporate Bank, Ltd., as a Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

[Signature Page to Credit Agreement]

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RBS Citizens, N.A., as a Lender

By: /s/ Kristin L. Lenda  
Name: Kristin L. Lenda  
Title: Vice President

[Signature Page to Credit Agreement]

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Sumitomo Mitsui Banking Corporation, as a Lender

By: /s/ William M. Ginn

Name: William M. Ginn

Title: Executive Officer

[Signature Page to Credit Agreement]

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SUNTRUST BANK, as a Lender

By: /s/ J. Ben Cumming

Name: J. Ben Cumming

Title: Vice President

[Signature Page to Credit Agreement]

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THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Mark Sparrow  
Mark Sparrow  
Director

[Signature Page to Credit Agreement]

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SCOTIABANC INC., as a Lender

By: /s/ Jocelyn Todd  
Jocelyn Todd  
Managing Director

[Signature Page to Credit Agreement]

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Wells Fargo Bank, N.A., as a Lender

By: /s/ John T. Leonard

Name: John T. Leonard

Title: Vice President

[Signature Page to Credit Agreement]



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Raymond James Bank, FSB, as a Lender

By: /s/ Steven Paley  
Steven Paley  
Senior Vice President

[Signature Page to Credit Agreement]

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Bank of America, N.A., as a Lender

By: /s/ Vinghua Zhang  
Name: Vinghua Zhang  
Title: Vice President

[Signature Page to Credit Agreement]

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RBC Bank (USA), as a Lender

By: /s/ Brendan McGuire  
Name: Brendan McGuire  
Title: Sr. Vice President

[Signature Page to Credit Agreement]

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TD Bank, N.A., as a Lender

By: /s/ Ted A. Hopkinson

Name: Ted A. Hopkinson

Title: Senior Vice President

[Signature Page to Credit Agreement]

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The Bank of Tokyo-Mitsubishi UFJ, Ltd. as a Lender

By: /s/ Thomas Danielson

Name: Thomas Danielson

Title: Authorized Signatory

[Signature Page to Credit Agreement]

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Union Bank, N.A., as a Lender

By: /s/ Sean Conlon

Name: Sean Conlon

Title: Senior Vice President

[Signature Page to Credit Agreement]

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Bank of China, Los Angeles Branch, as a Lender

By: /s/ Feng Chang

Name: Feng Chang

Title: FVP and Branch Manager

[Signature Page to Credit Agreement]

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**East West Bank**, as a Lender

By: /s/ Nancy A. Moore

Name: Nancy A. Moore

Title: Senior Vice President

[Signature Page to Credit Agreement]



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HSBC Bank USA, National Association, as a Lender

By: /s/ John S. Sneed

Name: John S. Sneed

Title: Relationship Manager

[Signature Page to Credit Agreement]

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PNC Bank, National Association, as a Lender

By: /s/ W. J. Bowne

Name: W. J. Bowne

Title: Senior Vice President

[Signature Page to Credit Agreement]

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First Tennessee Bank National Association, as a Lender

By: /s/ Sharon Shipley  
Name: Sharon Shipley  
Title: Vice President

[Signature Page to Credit Agreement]

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BANK OF THE WEST, as a Lender

By: /s/ Sidney Jordan

Name: Sidney Jordan

Title: Bank of the West  
Vice President

[Signature Page to Credit Agreement]

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FIRST HAWAIIAN BANK, as a Lender

By: /s/ Dawn Hofmann  
Name: Dawn Hofmann  
Title: Vice President

[Signature Page to Credit Agreement]

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The Northern Trust Company, as a Lender

By: /s/ Benjamin Livermore  
Name: Benjamin Livermore  
Title: Vice President

[Signature Page to Credit Agreement]

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Taiwan Cooperative Bank Seattle Branch, as a Lender

By: /s/ Eric Tai

Name: Eric Tai

Title: VP & General Manager

[Signature Page to Credit Agreement]

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Bank of Taiwan, Los Angeles Branch, as a Lender

By: /s/ Chwan-Ming Ho

Name: Chwan-Ming Ho

Title: Vice President and General Manager

[Signature Page to Credit Agreement]



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Chang Hwa Commercial Bank, Ltd., Los Angeles Branch, as a  
Lender

By: /s/ Beverley Chen

Name: Beverley Chen

Title: VP & General Manager

[Signature Page to Credit Agreement]

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E.Sun Commercial Bank, Ltd., Los Angeles Branch, as a  
Lender

By: /s/ Edward Chen

Name: Edward Chen

Title: VP & General Manager

[Signature Page to Credit Agreement]

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**The Bank of East Asia, Limited**  
**New York Branch, as a Lender**

By: /s/ Kenneth A. Pettis  
Name: Kenneth A. Pettis  
Title: Senior Vice President

By: /s/ Kitty Sin  
Name: Kitty Sin  
Title: Senior Vice President

[Signature Page to Credit Agreement]

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ISRAEL DISCOUNT BANK OF NEW YORK, as a Lender

By: /s/ Michael Paul  
Name: Michael Paul  
Title: SVP

By: /s/ Mila Rashkovan  
Name: Mila Rashkovan  
Title: AVP

[Signature Page to Credit Agreement]

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PT. Bank Negara Indonesia (Persero) Tbk

New York Agency, as a Lender

By: /s/ Jerry Phillips

Name: Jerry Phillips

Title: Credit Manager

[Signature Page to Credit Agreement]

GUARANTEE AND COLLATERAL AGREEMENT

made by

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

and certain of its Subsidiaries

in favor of

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Dated as of August 20, 2010

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of August 20, 2010, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 20, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Allscripts-Misys Healthcare Solutions, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Letter-of-Credit Rights, Securities Account and Supporting Obligations.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit

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Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Specified Swap Agreement or Specified Cash Management Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Collateral”: as defined in Section 3. Excluded Property shall not be included in the term “Collateral”.

“Collateral Account”: any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

“Copyrights”: (i) all copyrights and works of authorship arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) the right to sue for past, present and future infringements thereof.

“Copyright Licenses”: any agreement, whether written or oral, naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Deposit Account”: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

“Filing Collateral”: means Collateral which may be perfected by the filing of a UCC financing statement in the appropriate filing office or security agreement with the United States Patent and Trademark Office or the United States Copyright Office.

“Guarantor Obligations”: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document, any Specified Swap Agreement or any Specified Cash Management Agreement to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

“Guarantors”: the collective reference to each Grantor other than the Borrower.

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“Intellectual Property”: all intellectual property (including, without limitation, those items listed on Schedule 6), whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, all inventions, designs, Copyrights, Patents and Trademarks, trade secrets, confidential or proprietary technical and business information, know-how or other proprietary data or information, software and databases and related documentation, all additions and improvements to any of the foregoing, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, other than Excluded Property.

“Intellectual Property Licenses”: all Copyright Licenses, Patent Licenses and Trademark Licenses, including the right to receive all proceeds and damages therefrom.

“Intercompany Note”: any promissory note evidencing loans made by any Grantor to the Borrower or any of its Subsidiaries.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the New York UCC and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock, in each case (with respect to clauses (i) and (ii)) other than Excluded Property.

“Issuers”: the collective reference to each issuer of any Investment Property.

“New York UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Notification and Delivery Date”: each date a Compliance Certificate is required to be delivered pursuant to Section 6.2 of the Credit Agreement.

“Obligations”: (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

“Paid in Full Date”: Borrower Obligations (other than contingent indemnity and reimbursement obligations not then due and payable and Obligations under or in respect of Specified Swap Agreements and Specified Cash Management Agreements) shall have been satisfied by payment in full, no Letter of Credit shall be outstanding (or all Letters of Credit shall have been fully cash collateralized in accordance with the terms of the Credit Agreement) and the Commitments shall be terminated.

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, (iii) all rights to obtain any reissues or extensions of the foregoing and (iv) the right to sue for past, present and future infringements thereof.

“Patent License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to make, have made, manufacture, use or sell (directly or indirectly), offer to sell, import or dispose of any invention or practice any method covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

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“Pledged Notes”: all promissory notes in excess of \$5,000,000 and all Intercompany Notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor that are required to be delivered to the Administrative Agent under Section 5.1 other than Excluded Property.

“Pledged Stock”: the shares of Capital Stock issued by each Material Subsidiary listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Material Subsidiary that may be issued or granted to, or held by, any Grantor while this Agreement is in effect other than Excluded Property.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable”: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account), other than Excluded Property.

“Secured Parties”: the collective reference to the Administrative Agent, the Lenders and any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable, are owed.

“Securities Act”: the Securities Act of 1933, as amended.

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present and future infringements thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

“UCC” means the Uniform Commercial as from time to time in effect in any applicable jurisdiction.

1.2 Other Definitional Provisions. (a) The words “hereof,” “herein,” “hereto” 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, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

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## SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Secured Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until the Paid in Full Date, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Secured Party from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Paid in Full Date.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Secured Parties, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Secured Parties for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Secured Party, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Secured Party against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Secured Party for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until the Paid in Full Date. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time prior to the Paid in Full Date, such amount shall be held by such Guarantor in trust for the

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Administrative Agent and the Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Secured Party may be rescinded by the Administrative Agent or such Secured Party and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Secured Party, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time in accordance with the Loan Documents, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Secured Party for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released in accordance with the Loan Documents. Neither the Administrative Agent nor any Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Secured Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Secured Party, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance (other than a defense of indefeasible payment or performance). When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower

Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Secured Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

### SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding the Excluded Property, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment (other than vehicles subject to certificate of title statutes);
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Instruments;
- (j) all Intellectual Property and Intellectual Property Licenses;

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(k) all Inventory;

(l) all Investment Property;

(m) all Letter-of-Credit Rights;

(n) all other property not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);

(o) all books and records pertaining to the Collateral; and

(p) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute an assignment or transfer of, or a grant of a security interest in, any Excluded Property.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns its Collateral free and clear of any and all Liens of others. No financing statement or other public notice of a Lien with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to this Agreement or as are permitted by the Credit Agreement. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses in the ordinary course of business to third parties to use Intellectual Property owned by, licensed to, or developed by a Grantor. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent and each Lender understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Administrative Agent to utilize, sell, lease or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.2 Perfected First Priority Liens. As of the date hereof, the security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3, including agreements substantially in the form of Annex 2 hereto which have been filed with the United States Patent and Trademark Office and the United States Copyright Office, as applicable will constitute valid perfected security interests in all of the Filing Collateral in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof and (b) are subject to no other Liens except for Liens permitted by the Credit Agreement.



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4.3 Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization, identification number from the jurisdiction of organization (if any), and the location of such Grantor's chief executive office or sole place of business, as the case may be, are specified on Schedule 4. Such Grantor has furnished to the Administrative Agent a certified charter, certificate of incorporation or other organization document and long-form good standing certificate from its jurisdiction of organization as of a date which is recent to the date hereof.

4.4 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods and goods which are in transit) are kept at the locations listed on Schedule 5.

4.5 Reserved.

4.6 Investment Property. (a) As of the date hereof, such Grantor owns no Pledged Stock or Pledged Notes except as set forth on Schedule 2.

(b) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer of Pledged Stock owned by such Grantor (other than Excluded Property). All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable, where such concepts are applicable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is (i) the record and beneficial owner of, and has good and marketable title to, the Pledged Stock and Intercompany Notes pledged by it hereunder, free of any and all Liens or options in favor of, or adverse ownership claims of, any other Person, except the security interest created by this Agreement and Liens arising by operation of law and (ii) is the owner of the other Pledged Notes free of any Lien other than Liens permitted by the Credit Agreement.

4.7 Receivables. (a) As of the date hereof, no amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument (other than drafts deposited in the ordinary course of business) or Chattel Paper in excess, individually or in the aggregate, of \$5,000,000 which has not been delivered to the Administrative Agent.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

4.8 Reserved.

4.9 Intellectual Property. (a) As of the date hereof, Schedule 6 lists all Intellectual Property which is registered or for which an application for registration is pending (including the relevant registration, application or serial number and the jurisdiction of registration or application), in each case owned by such Grantor in its own name on the date hereof, and all exclusive Intellectual Property Licenses to which such Grantor is an exclusive licensee of a registered or applied for Patent, Copyright or Trademark (including the title, counterparty, and date of such licenses, as well as the registration or application number for the underlying Patent, Trademark or Copyright).

(b) To the knowledge of the Grantor, on the date hereof, except as set forth on Schedule 7, all material Intellectual Property owned or exclusively licensed by such Grantor is valid, unexpired and enforceable, has not been abandoned, does not infringe the Intellectual Property rights of any other Person, and is not being infringed by any other Person.

(c) No holding or decision has been rendered by any Governmental Authority that would limit, cancel or question the validity, enforceability, ownership or use of, or such Grantor's rights in, any Intellectual Property owned or exclusively licensed by such Grantor in any respect that could reasonably be expected to have a Material Adverse Effect.

(d) No claim, action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity, enforceability, ownership or use of any Intellectual Property owned or exclusively licensed by such Grantor or such Grantor's interest therein, or (ii) which, if adversely determined, would have a Material Adverse Effect on the value of any such Intellectual Property.

4.10 Reserved.

4.11 Commercial Tort Claims

(a) On the date hereof, except to the extent listed in Section 3.1 above, no Grantor has rights in any Commercial Tort Claim with potential value in excess of \$5,000,000.

(b) Upon the execution and delivery of an agreement in the form of Annex 3 and filing of a financing statement covering any Commercial Tort Claim referred to in Section 5.11 hereof against such Grantor in the jurisdiction specified in such agreement, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof, which Collateral shall not be subject to any other Liens other than Liens permitted by the Credit Agreement.

## SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Paid in Full Date:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount in excess of \$5,000,000 payable, individually or in the aggregate, under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be delivered to the Administrative Agent by the next Notification and Delivery Date, duly indorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement; provided that, the requirements of this Section 5.1 shall not apply to (a) Excluded Property, (b) any such Collateral held in or credited to a Securities Account or drafts deposited in the ordinary course of business, or (c) any Certificated Security issued by a Subsidiary that is not a Material Subsidiary.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies in accordance with Section 6.5 of the Credit Agreement.

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(b) All such insurance shall (i) provide that insurer or its agent shall endeavor to provide that no cancellation shall be effective until at least 30 days (or, in the case of non-payment, 10 days) after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee and (iii) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders evidence of insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

**5.3 Non-Filing Collateral.** As of the date of this Agreement, the Administrative Agent is not requiring that its Liens be perfected on Collateral other than Filing Collateral, Pledged Stock and Pledged Notes, but may do so in the future pursuant to the provisions of Section 5.4. Following the date that the Administrative Agent notifies such Grantor that it intends to perfect its Lien on Collateral that is not Filing Collateral, Pledged Stock or Pledged Notes, in addition to complying with Section 5.4 with respect thereto, such Grantor shall thereafter commence to notify Administrative Agent by the next Notification and Delivery Date occurring after obtaining any new Collateral in which Agent does not have a perfected Lien and that is not Filing Collateral, Pledged Stock or Pledged Notes, having an aggregate value of at least \$5,000,000.

**5.4 Maintenance of Perfected Security Interest; Further Documentation.** (a) Such Grantor shall cooperate with the Administrative Agent in maintaining the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Loan Documents to dispose of the Collateral or incur Liens on the Collateral permitted under the Credit Agreement.

(b) Such Grantor will furnish to the Administrative Agent (and the Administrative Agent shall promptly furnish to the Lenders) from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent (at the instruction of the Required Lenders), and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any appropriate financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any appropriate jurisdiction with respect to the security interests created hereby, (ii) filing Intellectual Property Short Form Security Agreements substantially in the form of Annex 2 hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and (iii) in the case of material Investment Property, material Deposit Accounts, material Letter-of-Credit Rights constituting Collateral and any other material relevant Collateral, taking any actions reasonably necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto. Notwithstanding the foregoing, nothing herein shall require the pledge of Capital Stock that is Excluded Property or issued by a Subsidiary that is not a Material Subsidiary.

**5.5 Changes in Name, etc.** Such Grantor will not (i) change its jurisdiction of organization, (ii) the location of its chief executive office or sole place of business from that referred to in Section 4.3

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or (iii) change its name, except (A) upon 15 days' prior written notice to the Administrative Agent (or such shorter notice as shall be satisfactory to the Administrative Agent in its discretion) and delivery to the Administrative Agent of all additional financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein, (B) the name changes of the Loan Parties contemplated by the Misy's Documentation to be completed upon the consummation of the Share Exchange and Initial Share Repurchase described on Schedule 4 hereto or (C) or in connection with the merger of one Loan Party into another Loan Party in a transaction permitted by the Credit Agreement.

5.6 Notices. Promptly after obtaining knowledge thereof, such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby on any substantial portion of the Collateral.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer of Pledged Stock (other than Excluded Property), whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Secured Parties, hold the same in trust for the Administrative Agent and the Secured Parties and deliver the same by the next Notification and Delivery Date to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof. In case any non-cash distribution shall be made on or in respect of the Pledged Stock or Pledged Notes or any property (other than cash or Excluded Property) shall be distributed upon or with respect to the Pledged Stock or Pledged Notes pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent by the next Notification and Delivery Date to be held by it hereunder as additional collateral security for the Obligations. If any property (other than Excluded Property) so distributed in respect of the Pledged Stock or Pledged Notes shall be received by such Grantor, such Grantor shall, until such property is delivered to the Administrative Agent, hold such property in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Stock or Pledged Notes except pursuant to a transaction expressly permitted by the Credit Agreement, (ii) create, incur or permit to exist (A) any Lien or option in favor of any Person with respect to the Pledged Stock or Intercompany Notes, except for security interests created by this Agreement and nonconsensual Liens or (B) any Lien in favor of any Person with respect to any other Pledged Notes, except for Liens permitted by the Credit Agreement, and (iii) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of (A) the Pledged Stock or Intercompany Notes or (B) except as permitted by the Credit Agreement, any other Pledged Note.

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(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Stock and Pledged Notes issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent by the next Notification and Delivery Date of the occurrence of any of the events described in Section 5.7(a) with respect to the Pledged Stock and Pledged Notes issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Stock and Pledged Notes issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business or as otherwise permitted under the Credit Agreement, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent by the next Notification and Delivery Date a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Reserved.

5.10 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark owned by such Grantor on each and every trademark class of goods or services applicable to its current business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, except to the extent that such Grantor determines in its reasonable business judgment that any such use of a Trademark is no longer necessary or beneficial to the conduct of such Grantor's business, (ii) maintain the current quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law and (iv) not (and not intentionally permit any licensee or sublicensee thereof to) intentionally do any act or intentionally omit to do any act whereby such Trademark may become invalidated.

(b) Such Grantor (either itself or through licensees) will not knowingly do any act, or knowingly omit to do any act, whereby any material Patent owned by such Grantor may become forfeited, abandoned or dedicated to the public, except to the extent that such Grantor determines in its reasonable business judgment that the maintenance thereof is no longer necessary or beneficial to the conduct of such Grantor's business.

(c) Such Grantor (either itself or through licensees) will not knowingly do any act or knowingly omit to do any act whereby any material portion of the Copyrights owned by such Grantor may become invalidated or dedicated to the public domain, except to the extent that such Grantor determines in its reasonable business judgment that the maintenance thereof is no longer necessary or beneficial to the conduct of such Grantor's business.

(d) Such Grantor (either itself or through licensees) will not knowingly infringe the Intellectual Property rights of any other Person, except for any infringement which would not reasonably be expected to have a Material Adverse Effect.

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(e) Such Grantor will notify the Administrative Agent upon the next Notification and Delivery Date after it obtains knowledge that any application or registration relating to any material Intellectual Property owned by such Grantor may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any similar office, court or tribunal in any country) regarding such Grantor's rights in or ownership, validity, enforceability or use of any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall acquire, become exclusive licensee of or file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing or acquisition to the Administrative Agent by the next Notification and Delivery Date occurring after Grantor obtains knowledge thereof. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, an Intellectual Property Short Form Security Agreement substantially in the form of Annex 2 hereof and any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Secured Parties' security interest in any registered or applied for Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby (provided that, Administrative Agent and Lenders agree that Administrative Agent shall not make such request with respect to any Intellectual Property governed by the laws of a jurisdiction outside of the United States unless and until Administrative Agent determines, in its good faith credit judgment, that such Intellectual Property is material to the operation of a Loan Party's business and as a result it is necessary or advisable to perfect the security interest granted pursuant to this Agreement under the law of such foreign jurisdiction).

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property owned by such Grantor which it deems appropriate in its reasonable business judgment, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) notify the Administrative Agent on the next Notification and Delivery Date after it learns thereof and sue for infringement, misappropriation or dilution, including seeking injunctive relief where appropriate and seeking damages for such infringement, misappropriation or dilution if Grantor deems it appropriate in its reasonable business judgment.

#### 5.11 Commercial Tort Claims.

(a) If such Grantor shall obtain an interest in any Commercial Tort Claim with a potential value in excess of \$5,000,000, such Grantor shall by the next Notification and Delivery Date sign and deliver an agreement in the form of Annex 3 hereto granting a security interest under the terms and provisions of this Agreement in and to such Commercial Tort Claim.

#### 5.12 Reserved.

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## SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) During the continuance of an Event of Default, the Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Secured Parties only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Secured Party of any payment relating thereto, nor shall the Administrative Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative

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Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted (i) to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer, to the extent permitted in the Credit Agreement, and (ii) to exercise all voting and corporate or other organizational rights with respect to the Pledged Stock; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which would result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document or could materially and adversely affect the rights inuring to any holder of the Pledged Stock or the rights and remedies of any of the Administrative Agent of the other Secured Parties under the Loan Documents or the ability of the Secured Parties to exercise the same.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in accordance with Section 6.5, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) after the occurrence and continuance of an Event of Default, unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

**6.4 Proceeds to be Turned Over To Administrative Agent.** In addition to the rights of the Administrative Agent and the Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.



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6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations then due and owing and remaining unpaid to the Secured Parties;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations then held by the Secured Parties; and

Fourth, any balance remaining after the Obligations (other than contingent indemnity and reimbursement obligations not then due and payable) shall have been paid in full, no Letters of Credit shall be outstanding (or all Letters of Credit shall have been fully cash collateralized in accordance with the terms of the Credit Agreement) and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law or the Credit Agreement) to or upon any Grantor or any other Person (all and each of which demands, defenses, and notices are hereby waived except to the extent required by law or the Credit Agreement), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Secured Party or elsewhere upon such terms and conditions as are commercially reasonable and which it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable out-of-pocket costs and expenses of every kind incurred in connection therewith or incidental to the care

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or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 6.5, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, reasonably necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Secured Parties, that the Administrative Agent and the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing under the Credit Agreement.

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6.8 Subordination. Each Grantor hereby agrees that, upon the occurrence and during the continuance of an Event of Default, unless otherwise agreed by the Administrative Agent, all Indebtedness owing by it to any Subsidiary of the Borrower shall be fully subordinated to the indefeasible payment in full in cash of such Grantor's Obligations.

6.9 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Secured Party to collect such deficiency.

6.10 Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, the right to prosecute and maintain all Intellectual Property and the right to sue for past infringement of the Intellectual Property; and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

## SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

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(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The out-of-pocket expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

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(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Secured Parties hereunder are solely to protect the Administrative Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Secured Party to exercise any such powers. The Administrative Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Administrative Agent to file or record appropriate financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Each Grantor authorizes the Administrative Agent to use the collateral description "all personal property" in any such financing statements. Each Grantor hereby ratifies and authorizes the filing by the Administrative Agent of any appropriate financing statement with respect to the Collateral made prior to the date hereof.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

#### SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement and Section 8.14 of this Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

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8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its out-of-pocket costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save each Agent and each Secured Party (each an “Indemnitee”) harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(c) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Secured Parties and their successors and assigns; provided that (i) no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent and (ii) any assignment by Administrative Agent and Secured Parties shall be in accordance with Section 10.6 of the Credit Agreement.

8.6 Set-Off. In addition to any rights and remedies of the Secured Parties provided by law, each Secured Party shall have the right during the existence of an Event of Default, without notice to any Grantor, any such notice being expressly waived by each Grantor to the extent permitted by applicable law, upon any Obligations becoming due and payable by any Grantor (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Secured Party, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of such Grantor. Each Secured Party agrees promptly to notify the relevant Grantor and the Administrative Agent after any such application made by such Secured Party, provided that the failure to give such notice shall not affect the validity of such application.

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8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or .pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

**8.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

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(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

8.14 Additional Grantors. Each Material Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.10(c) of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Material Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Obligations under or in respect of Specified Swap Agreements or Specified Cash Management Agreements and contingent indemnity and reimbursement obligations not then due and payable) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (or all Letters of Credit have been fully cash collateralized in accordance with the terms of the Credit Agreement), the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any Person, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 of the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 of the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.



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**8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

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IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: /S/ William J. Davis  
Name: Williams J. Davis  
Title: Chief Financial Officer

[Signature Page to Guarantee and Collateral Agreement]

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ALLSCRIPTSMISYS, LLC

By: /S/ William J. Davis

Name: Williams J. Davis

Title: Manager

[Signature Page to Guarantee and Collateral Agreement]

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JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: /s/ Krys Szremski  
Name: Krys Szremski  
Title: Vice President

[Signature Page to Guarantee and Collateral Agreement]

**FORM OF  
COMPLIANCE CERTIFICATE**

This Compliance Certificate is delivered pursuant to Section 6.2(b) of the Credit Agreement, dated as of August 20, 2010 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), among Allscripts-Misys Healthcare Solutions, Inc. (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agents named therein and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

1. I am the duly elected, qualified and acting [Chief Financial Officer] of the Borrower.

2. I have reviewed and am familiar with the contents of this Certificate.

3. I have reviewed the terms of the Credit Agreement and the Loan Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Borrower during the accounting period covered by the financial statements attached hereto as Attachment 1 (the "Financial Statements"). Such review did not disclose the existence during or at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default[, except as set forth below].

4. Attached hereto as Attachment 2 are the computations showing compliance with the financial covenants set forth in Section 7.1 of the Credit Agreement.

5. Attachment 3 sets forth, since [the date of the most recent certificate delivered pursuant to Section 6.2(b) of the Credit Agreement] [the Closing Date], to the extent not previously disclosed to the Administrative Agent, (a) a description of any change in the jurisdiction of organization of any Loan Party, (b) a list of any (i) Intellectual Property that any Loan Party has become the exclusive licensee of or (ii) Intellectual Property acquired by any Loan Party and which is applied for or registered with the U.S. Patent and Trademark Office, U.S. Copyright Office or analogous office of a foreign jurisdiction and (c) a description of any Person that has become a Group Member.

IN WITNESS WHEREOF, I have executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Name:  
Title:

**FORM OF  
CLOSING CERTIFICATE**

Pursuant to Section 5.1(k) of the Credit Agreement, dated as of August 20, 2010 (the "Credit Agreement"; terms defined therein being used herein as therein defined), among Allscripts-Misys Healthcare Solutions, Inc. (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agents named therein and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), the undersigned [INSERT TITLE OF OFFICER] of [INSERT NAME OF LOAN PARTY] (the "Certifying Loan Party") hereby certifies as follows:

1. The representations and warranties of the Certifying Loan Party set forth in each of the Loan Documents to which it is a party or which are contained in any certificate furnished by or on behalf of the Certifying Loan Party pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof as if made on the date hereof.

2. \_\_\_\_\_ is the duly elected and qualified [Corporate Secretary] of the Certifying Loan Party and the signature set forth for such officer below is such officer's true and genuine signature.

3. No Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect to the extensions of credit to be made on the date hereof and the use of proceeds thereof. [Borrower only]

4. The conditions precedent set forth in Section 5.1 of the Credit Agreement are satisfied as of the Closing Date. [Borrower only]

The undersigned Corporate Secretary of the Certifying Loan Party certifies as follows:

5. As of the date hereof, there are no liquidation or dissolution proceedings pending or to my knowledge threatened against the Certifying Loan Party.

6. The Certifying Loan Party is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization.

7. Attached hereto as Annex 1 is a true and complete copy of resolutions duly adopted by the Board of Directors of the Certifying Loan Party on \_\_\_\_\_; such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.

8. Attached hereto as Annex 2 is a true and complete copy of the By-Laws of the Certifying Loan Party as in effect on the date hereof.

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9. Attached hereto as Annex 3 is a true and complete copy of the Certificate of Incorporation of the Certifying Loan Party as in effect on the date hereof.

10. The following persons are now duly elected and qualified officers of the Certifying Loan Party holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Certifying Loan Party each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Certifying Loan Party pursuant to the Loan Documents to which it is a party:

Name

Office

Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_, 2010

\_\_\_\_\_  
Name:

Title: [Corporate Secretary]

## FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement dated as of the Effective Date set forth below is entered into by and between [Insert name of Assignor] (the “Assignor”) and [Insert name of Assignee] (the “Assignee”). Capitalized terms used but not defined herein shall have the meaning given to them in the Credit Agreement identified below (as amended, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment Agreement as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the applicable Facility and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action, and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment Agreement, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and as an Affiliate/ Approved Fund of [identify Lender]]
3. Borrower: Allscripts-Misys Healthcare Solutions, Inc.
4. Administrative Agent: JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: Credit Agreement, dated as of August 20, 2010 (as amended, supplemented or otherwise modified from time to time) among Allscripts-Misys Healthcare Solutions, Inc. (the “Borrower”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), the Syndication Agents named therein, the Documentation Agents named therein and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

<sup>1</sup> Select as Applicable



6. Assigned Interest:

Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans <sup>2</sup>
\$	\$	%
\$	\$	%

Effective Date: \_\_\_\_\_, 20\_\_

The Assignee agrees to deliver to the Administrative Agent a completed administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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<sup>2</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[NAME OF ASSIGNOR], as Assignor

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF ASSIGNEE], as Assignee

By: \_\_\_\_\_  
Name:  
Title:

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[Consented to and ]<sup>1</sup>Accepted:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[Consented to:

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.,  
As Borrower

By: \_\_\_\_\_  
Name:  
Title:]<sup>2</sup>

<sup>1</sup> To be added if consent is required under Section 10.6(b) of the Credit Agreement.

<sup>2</sup> To be added if consent is required under Section 10.6(b) of the Credit Agreement.

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**ANNEX I TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT:  
STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION  
AGREEMENT**

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Documents, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received and/or had the opportunity to review a copy of the Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements delivered pursuant to the Credit Agreement thereof, as applicable and such other documents and information as it has in its sole discretion deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Non-U.S. Lender, attached to the Assignment Agreement is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees, and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment Agreement. This Assignment Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of August 20, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Allscripts-Misys Healthcare Solutions, Inc. (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agents named therein and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. \_\_\_\_\_ (the "Non-U.S. Lender") is providing this certificate pursuant to Section 2.19(e) of the Credit Agreement. The Non-U.S. Lender hereby represents and warrants that:

1. The Non-U.S. Lender is the sole record and beneficial owner of the Loans in respect of which it is providing this certificate.

2. The Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In this regard, the Non-U.S. Lender further represents and warrants that:

(a) the Non-U.S. Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the Non-U.S. Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

3. The Non-U.S. Lender is not a 10-percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

4. The Non-U.S. Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

NAME OF NON-U.S. LENDER]

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## FORM OF INCREMENTAL FACILITY ACTIVATION NOTICE

[\_\_\_\_], 20[\_\_]

To: JPMorgan Chase Bank, N.A.,  
as Administrative Agent under the Credit Agreement referred to below

Reference is hereby made to the Credit Agreement dated as of August 20, 2010, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the "Borrower"), the several Lenders from time to time parties thereto, the Documentation Agents and Syndication Agents named therein and JPMorgan Chase Bank, N.A., as Administrative Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

This notice is an Incremental Facility Activation Notice referred to in the Credit Agreement, and the Borrower and each of the [Incremental Term Lenders] [Incremental Revolving Lenders] signatory hereto hereby notify you that:

1. The Incremental Facility is an Incremental [Term Loan] [Revolving Loan] facility.
2. The amount of the [Incremental Term Loan] [Incremental Revolving Commitment] requested by this Incremental Facility Activation Notice is \$[\_\_\_\_\_].<sup>1</sup>
3. [The amount of the Incremental Term Loan to be made by each Incremental Term Lender is set forth opposite such Incremental Term Lender's name on the signature pages hereof under the caption "Incremental Term Loan Amount".] [The Incremental Revolving Commitment of each Incremental Revolving Lender is set forth opposite such Incremental Revolving Lender's name on the signature pages hereof under the caption "Incremental Revolving Commitment."]
4. The Business Day on which [such Incremental Term Loans are requested to be made] [Incremental Revolving Commitments are requested to become effective] (the "Increased Amount Date") pursuant to this Incremental Facility Activation Notice is [\_\_\_\_] [\_\_], 201[\_\_].

<sup>1</sup> The amount of Incremental Term Loans and/or Incremental Revolving Commitments requested in an aggregate amount may not exceed the Incremental Amount at such time. The Incremental Term Loans and/or Incremental Revolving Commitments being requested shall be (1) with respect to Incremental Term Loans, in minimum increments of \$10,000,000, (2) with respect to Incremental Revolving Commitments, in minimum increments of \$5,000,000 or (3) equal to the remaining Incremental Amount at such time.

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5. The Incremental Term Loans are to be [on the same terms as] [with terms different from] the outstanding Term Loans.]
  6. The proceeds of such [Incremental Term Loans] [Incremental Revolving Commitments] are to be used for [\_\_\_\_\_].
  7. Attached hereto as Schedule B are the pro forma financial calculations demonstrating compliance on a pro forma basis with the financial covenants set forth in Section 7.1 of the Credit Agreement recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available, after giving effect to such [Incremental Term Loan] [Loans to be made as of such date under the Incremental Revolving Commitment] and the application of the proceeds therefrom as if made and applied on such date.

[Each of the Incremental Term Lenders and the Borrower hereby agrees that (a) the amortization schedule relating to this Incremental Term Loan is set forth in Schedule A attached hereto, pursuant to which the maturity date is [\_\_\_\_], [\_\_], 201[\_\_\_] and (b) the Applicable Margin for this Incremental Term Loan shall be [\_\_\_\_\_].]

[Each of the Incremental Revolving Lenders and the Borrower hereby agrees that the Borrower shall repay all outstanding Incremental Revolving Loans and the Incremental Revolving Commitment will terminate on [\_\_\_\_] [\_\_], 201[\_\_\_].]<sup>2</sup>

<sup>2</sup> Note that for the [Incremental Term Loan] [Incremental Revolving Commitments] to become effective, all conditions specified under Section 2.24(c) of the Credit Agreement must be met.

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IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of [\_\_\_\_] [\_\_\_\_], [\_\_\_\_].

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

[INCREMENTAL TERM  
LENDER]/[INCREMENTAL REVOLVING  
LENDER]

[Incremental Term Loan  
Amount]/[Incremental Revolving  
Commitments] [\$\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:





### ALLSCRIPTS COMPLETES SECONDARY OFFERING AND SHARE REPURCHASE

**CHICAGO**—August 20, 2010—Allscripts-Misys Healthcare Solutions, Inc. (NASDAQ: MDRX), the leading provider of clinical software, information and connectivity solutions for physicians, today announced that certain wholly-owned subsidiaries of Misys plc, Allscripts' majority stockholder, have completed their previously announced underwritten public offering of 27,000,000 shares of Allscripts common stock at a public offering price of \$17.05 per share. The underwriters in the offering have notified Allscripts and the selling stockholders that they have exercised in full their option to purchase 4,050,000 additional shares from the selling stockholders to cover over-allotments.

Allscripts will not receive any proceeds from the offering.

Credit Suisse, Barclays Capital, J.P. Morgan and UBS Investment Bank are acting as joint book-running managers of the offering.

In addition, Allscripts also announced today the funding and closing of the repurchase of approximately 24.4 million shares of its common stock from certain wholly-owned subsidiaries of Misys plc for an aggregate purchase price of \$577.4 million, which included a payment of a previously disclosed premium of \$117.4 million in connection with the sale by Misys of its controlling interest.

Allscripts financed the share repurchase through a fully syndicated credit facility consisting of a \$470 million five-year term loan facility and a \$250 million five-year revolving credit facility.

J.P. Morgan Securities Inc., Barclays Capital and UBS Investment Bank acted as co-Lead Arrangers and Bookrunners for the credit facility.

This press release shall not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. A copy of the final prospectus supplement and the accompanying prospectus relating to the offering may be obtained by contacting: Credit Suisse, Attn: Prospectus Department, One Madison Avenue 1B, New York, NY 10010, (800) 221-1037; Barclays Capital, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, (888) 603-5847; J.P. Morgan, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, (866) 803-9204; or UBS Investment Bank, Attn: Prospectus Department, 299 Park Avenue, New York, NY 10171, (888) 827-7275. A copy of the final prospectus supplement and the accompanying prospectus may also be obtained on the Security and Exchange Commission's website, at [www.sec.gov](http://www.sec.gov).

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**About Allscripts**

Allscripts uses innovation technology to bring health to healthcare. More than 160,000 physicians, 800 hospitals and nearly 10,000 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 brand name of Allscripts-Misys Healthcare Solutions, Inc.

**Forward-Looking Statements**

This communication contains forward-looking statements within the meaning of the federal securities laws. Statements regarding the proposed merger between Eclipsys and Allscripts, the anticipated benefits of the proposed transaction, including future financial and operating results, the strategic opportunities available to the combined company, the combined company's plans, objectives, expectations and intentions, platform and product integration, the connection and movement of data among hospitals, physicians, patients and others, merger synergies and cost savings, client attainment of "meaningful use" and accessibility of federal stimulus payments, enhanced competitiveness and accessing new client opportunities, market evolution, the benefits of the combined companies' products and services, the availability of financing, future events, developments, future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements within the meaning of these laws. These forward-looking statements are subject to a number of risks and uncertainties, some of which are outlined below. As a result, no assurances can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what impact they will have on the results of operations or financial condition of Allscripts, Eclipsys or the combined company or the proposed transaction.

Such risks, uncertainties and other factors include, among other things: any conditions or contingencies imposed in connection with the proposed merger; the possibility that the proposed transaction does not close, including due to the failure to satisfy the closing conditions; the possibility that the expected synergies, efficiencies and cost savings of the proposed transaction will not be realized, or will not be realized within the expected time period; potential difficulties or delays in achieving platform and product integration and the connection and movement of data among hospitals, physicians, patients and others; the risk that the Allscripts and Eclipsys businesses will not be integrated successfully; disruption from the proposed transaction making it more difficult to maintain business and operational relationships; competition within the industries in which Allscripts and Eclipsys operate; failure to achieve certification under the Health Information Technology for Economic and Clinical Health Act could result in increased development costs, a breach of some customer obligations and could put Allscripts and Eclipsys at a competitive disadvantage in the marketplace; unexpected requirements to achieve interoperability certification pursuant to the Certification Commission for Healthcare Information Technology could result in increased development and other costs for

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Allscripts and Eclipsys; the volume and timing of systems sales and installations, the length of sales cycles and the installation process and the possibility that Allscripts' and Eclipsys' products will not achieve or sustain market acceptance; the timing, cost and success or failure of new product and service introductions, development and product upgrade releases; competitive pressures including product offerings, pricing and promotional activities; Allscripts' and Eclipsys' ability to establish and maintain strategic relationships; undetected errors or similar problems in Allscripts' and Eclipsys' software products; the outcome of any legal proceeding that has been or may be instituted against Allscripts, Misys plc or Eclipsys and others; compliance with existing laws, regulations and industry initiatives and future changes in laws or regulations in the healthcare industry, including possible regulation of Allscripts' and Eclipsys' software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; Allscripts' and Eclipsys' ability to attract and retain qualified personnel; the implementation and speed of acceptance of the electronic record provisions of the American Recovery and Reinvestment Act of 2009; maintaining Allscripts' and Eclipsys' intellectual property rights and litigation involving intellectual property rights; risks related to third-party suppliers and Allscripts' and Eclipsys' ability to obtain, use or successfully integrate third-party licensed technology; and breach of Allscripts' or Eclipsys' security by third parties. See Allscripts' and Eclipsys' Annual Reports on Form 10-K and Annual Reports to Stockholders for the fiscal years ended May 31, 2010 and December 31, 2009, respectively, the definitive joint proxy statement/prospectus/information statement mailed by Allscripts and Eclipsys to their respective stockholders on or about July 15, 2010, and other public filings with the SEC for a further discussion of these and other risks and uncertainties applicable to Allscripts' and Eclipsys' respective businesses. The statements herein speak only as of their date and neither Allscripts nor Eclipsys undertakes any duty to update any forward-looking statement whether as a result of new information, future events or changes in their respective expectations.

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**Contacts:**

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