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

FORM 8-K

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

Date of report (Date of earliest event reported): December 31, 2007

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

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

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

Registrant's Telephone Number, Including Area Code: (866) 358-6869

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

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

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

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

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

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

Item 1.01. Entry into a Material Definitive Agreement.

Stock Purchase Agreement

On December 31, 2007, Allscripts Healthcare Solutions, Inc. ("Allscripts"), through a newly-created, wholly-owned subsidiary formed as a Delaware corporation ("Purchaser"), acquired Extended Care Information Network, Inc., a Delaware corporation ("ECIN"), in a two-step transaction for aggregate consideration of $90 million in cash, less ECIN's indebtedness (approximately $8.3 million) and acquisition expenses, subject to an additional payment (the "Working Capital Payment") based on the level of ECIN's positive working capital (including cash) at closing. The Working Capital Payment is currently expected to be approximately $5.0 million and will primarily be funded with acquired cash. In the first step, Allscripts, Purchaser, certain stockholders of ECIN (the "SPA Sellers") and NICE Shareholder Representative, LLC, an Illinois limited liability company (the "Stockholder Representative"), as the representative of the SPA Sellers, entered into, and simultaneously closed on, a Stock Purchase Agreement dated as of December 31, 2007 (the "Stock Purchase Agreement"), pursuant to which Purchaser acquired approximately 92.17% of the outstanding capital stock of ECIN. In the second-step, immediately after closing the transactions contemplated by the Stock Purchase Agreement, Purchaser filed a certificate of ownership and merger (the "Certificate of Merger") in the State of Delaware pursuant to Section 253 of the General Corporation Law of the State of Delaware, merging Purchaser with and into ECIN, with ECIN surviving the merger (the "Merger"). Upon the filing of the Certificate of Merger, Allscripts became the sole stockholder of ECIN. ECIN is a provider of hospital care management and discharge planning software.

The purchase price was funded by $50 million of borrowings under a new $60 million revolving credit facility (as discussed in more detail below) and cash on hand.

The Stock Purchase Agreement contains customary representations, warranties and covenants. Except for certain limited matters (including tax matters), the indemnification obligation of the stockholders of ECIN for breaches of ECIN's representations and warranties will be subject to a $10,000 per claim threshold, a $370,000 aggregate deductible and an aggregate cap of approximately 7.5% of the final cash purchase price. Five percent of the final cash purchase price was placed in an escrow account to secure the indemnification obligation of the stockholders of ECIN. Representations and warranties will generally survive for 12 months after closing, subject to a longer survival period for certain limited matters (including tax matters).

Glen Tullman, Allscripts' Chief Executive Officer and a member and chairman of Allscripts' board of directors, was a member of ECIN's board of directors and a stockholder of ECIN holding approximately 2.33% of ECIN's common stock on a fully diluted basis. Mr. Tullman sold his ECIN Common Stock pursuant to the Stock Purchase Agreement and received the same per share consideration as the other SPA Sellers (equaling approximately 2.33% of the total consideration being paid to equityholders of ECIN).

A special committee of the Allscripts Board of Directors, comprised entirely of independent and disinterested directors with respect to the ECIN transaction, adopted and approved the Stock Purchase Agreement, the Merger and the transactions contemplated thereby. Houlihan Lokey Howard & Zukin Financial Advisors, Inc. served as financial advisor to the special committee.

A copy of the Stock Purchase Agreement is attached to, and is incorporated by reference into, this Current Report on Form 8-K as Exhibit 2.1. The foregoing description of the Stock Purchase Agreement is qualified in its entirety by reference to the full text of the Stock Purchase Agreement.

The summary disclosure above is being furnished to provide information regarding certain of the terms of the Stock Purchase Agreement and the Merger. No representation, warranty, covenant or agreement described in the summary disclosure or contained in the Stock Purchase Agreement is, or should be construed as, a representation or warranty by Allscripts to any investor or covenant or agreement of Allscripts with any investor. The representations, warranties, covenants and agreements contained in the Stock Purchase Agreement are solely for the benefit of Allscripts, Purchaser, the stockholders of ECIN named therein, and the Stockholder Representative, may represent an allocation of risk between the parties, may be subject to standards of materiality that differ from those that are applicable to investors and may be qualified by disclosures between the parties.

Credit Agreement

Simultaneously with the closing of the Stock Purchase Agreement and Merger, on December 31, 2007, Allscripts entered into a Credit Agreement (the "JP Morgan Credit Facility") by and among Allscripts, Allscripts, LLC, A4 Health Systems, Inc., A4 Realty, LLC and ECIN as Borrowers, JPMorgan Chase Bank, N.A., as the sole administrative agent, J.P. Morgan Securities, Inc., as sole lead arranger, and certain other financial institutions from time to time named therein.

The JPMorgan Credit Facility provides for a total unsecured commitment of $60 million and matures on January 1, 2012. The JPMorgan Credit Facility is available in the form of letters of credit and revolving loans. As of December 31, 2007, $50 million in borrowings were outstanding and $0 million of letters of credit were outstanding under the Credit Facility. The proceeds received by Allscripts under the JPMorgan Credit Facility were used to finance the acquisition of ECIN described under Item 1.01 above.

The JPMorgan Credit Facility contains customary representations, warranties, covenants and events of default. The JPMorgan Credit Facility also contains certain financial covenants, including but not limited to, leverage and coverage ratios to be calculated on a quarterly basis. The interest rate for the JPMorgan Credit Facility will initially bear interest at LIBOR plus 0.80% and thereafter will be based upon Allscripts' leverage ratio as of the last day of the most recently ended fiscal quarter or fiscal year, commencing with the date of delivery of Allscripts' financial statements for the fiscal quarter ending June 30, 2008, pursuant to the terms of the JPMorgan Credit Facility.

A copy of the JPMorgan Credit Facility is attached to, and is incorporated by reference into, this Current Report on Form 8-K as Exhibit 10.1. The foregoing description of the JPMorgan Credit Facility is qualified in its entirety by reference to the full text of the JPMorgan Credit Facility.

The summary disclosure above is being furnished to provide information regarding certain of the terms of the JPMorgan Credit Facility. No representation, warranty, covenant or agreement described in the summary disclosure or contained in the JPMorgan Credit Facility is, or should be construed as, a representation or warranty by Allscripts to any investor or covenant or agreement of Allscripts with any investor. The representations, warranties, covenants and agreements contained in the JPMorgan Credit Facility are solely for the benefit of the parties named or specified therein, may be subject to standards of materiality that differ from those that are applicable to investors and may be qualified by disclosures between the parties.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information contained in Item 1.01 of this Current Report on Form 8-K with respect to the closing of the transactions contemplated by the Stock Purchase Agreement and the Certificate of Merger is hereby incorporated by reference into this Item 2.01.

Item 2.02 Results of Operations and Financial Condition.

On January 2, 2008, Allscripts issued a press release announcing the acquisition of ECIN. In this press release, Allscripts disclosed that ECIN generated estimated revenues of approximately $19 million in 2007, approximately $7.1 million to $7.4 million of Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA), not accounting for deal-related expenses, and approximately $4.6 million to $4.9 million of Earnings Before Income Taxes. A reconciliation of EBITDA to Earnings Before Income Taxes is furnished as Exhibit 99.1 hereto.

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

As more fully described above under Item 1.01, on December 31, 2007, Allscripts borrowed $50 million under the JP Morgan Credit Facility. Proceeds of the borrowing were used to fund a portion of the consideration under the Stock Purchase Agreement and the Certificate of Merger.

The information set forth above in Item 1.01 of this Current Report on Form 8-K with respect to the JPMorgan Credit Facility is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial Statements of Business Acquired.*

Allscripts intends to file the financial statements of the business acquired under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

(b) *Pro Forma Financial Information.*

Allscripts intends to file pro forma financial information under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

(d) *Exhibits.*

The following exhibits are filed herewith:

Exhibit No.	
Exhibit 2.1	Stock Purchase Agreement, dated as of December 31, 2007, by and among Allscripts Healthcare Solutions, Inc., Battleship Acquisition Corp., the Selling Parties thereto and NICE Shareholder Representative, LLC
Exhibit 10.1	Credit Agreement, dated December 31, 2007, by and among Allscripts Healthcare Solutions, Inc., Allscripts, LLC, A4 Health Systems, Inc., A4 Realty, LLC, Extended Care Information Network, Inc. each as Borrower, the Lenders from time to time parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and J.P. Morgan Securities Inc., as lead arranger
Exhibit 99.1	Non-GAAP reconciliation

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: January 7, 2008

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

EXHIBIT INDEX

The following exhibits are filed herewith:

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Exhibit 99.1	Non-GAAP reconciliation

Exhibit 2.1

STOCK PURCHASE AGREEMENT

dated as of December 31, 2007

by and among

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,

BATTLESHIP ACQUISITION CORP.,

THE SELLING PARTIES

and

NICE SHAREHOLDER REPRESENTATIVE, LLC

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LIST OF SCHEDULES AND EXHIBITS

Schedules

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of December 31, 2007, by and among Allscripts Healthcare Solutions, Inc., a Delaware corporation ("Parent"), Battleship Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent (" Buyer"), the Stockholders selling Shares to Buyer hereunder (the " Selling Parties") and NICE Shareholder Representative, LLC, an Illinois limited liability company, as representative of the Selling Parties (the "Stockholder Representative").

WHEREAS, Extended Care Information Network, Inc., a Delaware corporation (the " Company"), has authorized capital of (i) One Hundred Twenty-Five Million (125,000,000) shares of common stock, par value $0.001 per share (the " Company Common Stock"), of which, as of the Closing, 47,555,803 shares are issued and outstanding, (ii) Eighty Million (80,000,000) shares of preferred stock, par value $0.001 per share, of which (A) Forty Million (40,000,000) shares have been designated series A preferred shares (the " Company Series A Preferred Stock "), none of which are issued and outstanding as of the Closing, (B) Thirty Million (30,000,000) shares have been designated series B preferred shares (the " Company Series B Preferred Stock"), none of which are issued and outstanding as of the Closing and (C) Ten Million (10,000,000) shares of undesignated preferred stock (" Undesignated Preferred Stock," and together with the Company Series A Preferred Stock and the Company Series B Preferred Stock, the " Company Preferred Stock");

WHEREAS, as of the Closing, the Selling Parties will be the holders of approximately 92.5% of the Fully Diluted Share Number (collectively, the "Selling Parties' Stock");

WHEREAS, the Selling Parties desire to sell to Buyer, and Buyer desires to purchase from the Selling Parties, all of the Selling Parties' Stock, on the terms and subject to the conditions set forth herein;

WHEREAS, the Company is engaged in the business of providing internet-based products and services associated with hospital case management work flow, hospital discharge-planning, admissions processes for extended care providers and assisting consumers in locating extended care provider and information on senior-health issues (the " Business");

WHEREAS, Parent, Buyer, the Stockholder Representative and the Selling Parties desire to make certain representations, warranties and agreements in connection with the transactions contemplated hereby and also to prescribe various conditions to the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Parent, Buyer, the Stockholder Representative and the Selling Parties hereby agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.1 Exercise of Options and Warrants. Contingent upon the consummation of the transactions contemplated hereby, and effective as of immediately prior to the Closing, each of the Selling Parties that holds a Company Warrant or Company Stock Option hereby agrees to fully exercise such Company Warrant or Company Stock Option, and the parties hereby agree that the aggregate exercise price for such exercised Company Warrants and Company Stock Options (the "Aggregate Exercise Price") shall be deducted from the aggregate Per Share Closing Payment otherwise payable to such Selling Party as of the Closing (less any applicable federal, state and local Taxes required to be withheld with respect thereto). Parent and Buyer have received a ledger (the "Stock Ledger") setting forth each Company Warrant and Company Stock Option held by each of the Selling Parties, and the exercise prices for such Company Warrants and Company Stock Options.

Section 1.2 Purchase and Sale of the Selling Parties' Stock. Upon the terms and subject to the conditions of this Agreement, the applicable Selling Party shall sell, transfer, assign, convey and deliver to Buyer, free and clear of all Encumbrances, and Buyer shall purchase and accept from each such Selling Party, the Selling Parties' Stock owned by such Selling Party, as set forth opposite such Selling Party's name on Schedule 4.1, in consideration for the payment by Parent to such Selling Party of the amounts set forth in Articles II and III of this Agreement.

Section 1.3 Company Stock Options. The Selling Parties shall cause the Company to terminate, effective as of the Closing, the Company Stock Plan, and Parent shall pay to each Option Holder with respect to each Company Stock Option held by such Option Holder the product of: (i) the difference between the Per Share Closing Payment and the exercise price with respect to such Company Stock Option (less any applicable federal, state and local Taxes required to be withheld with respect thereto) and (ii) the number of shares of Company Common Stock subject to such Company Stock Option. An Option Holder shall also be treated as a Selling Party and be entitled to the payments determined in accordance with Articles II and III in respect of the number of shares of Company Common Stock subject to the Company Stock Option held by such Option Holder, in each case if any, when finally determined.

ARTICLE II
DETERMINATION OF PURCHASE PRICE ADJUSTMENT

Section 2.1 Determination of Valuation Date Working Capital. (a) As promptly as practicable, but no later than 60 days after the Closing Date, Parent shall cause the Company to:

(i) prepare, in accordance with the Agreed Accounting Principles, a balance sheet with respect to the Company as of the Valuation Date (the "Preliminary Valuation Date Balance Sheet");

(ii) determine the Valuation Date Working Capital in accordance with the Agreed Accounting Principles and the provisions of this Agreement (such Valuation Date Working Capital as determined by the Company being referred to as the "Preliminary Valuation Date Working Capital"); and

(iii) deliver to the Stockholder Representative the Preliminary Valuation Date Balance Sheet and a calculation of the Preliminary Valuation Date Working Capital (the "Preliminary Accounting Report").

(b) Following receipt of the Preliminary Accounting Report, the Stockholder Representative may review the same and, within 30 days after the date of such receipt (the "Notice Period"), may deliver to Parent a certificate signed by it setting forth its objections to the Preliminary Valuation Date Balance Sheet and the Preliminary Valuation Date Working Capital as set forth in the Preliminary Accounting Report, together with a summary of the reasons therefor and calculations which, in its view, are necessary to eliminate such objections. In the event the Stockholder Representative does not so object within the Notice Period, the Preliminary Valuation Date Balance Sheet and the Preliminary Valuation Date Working Capital set forth in the Preliminary Accounting Report shall be final and binding as the "Valuation Date Balance Sheet" and the Valuation Date Working Capital, respectively.

(c) In the event the Stockholder Representative so objects within the Notice Period, Parent and the Stockholder Representative shall use reasonable efforts to resolve by written agreement (the "Agreed Adjustments") any differences as to the Preliminary Valuation Date Balance Sheet and the Preliminary Valuation Date Working Capital and, in the event Parent and the Stockholder Representative so mutually resolve any such differences, the Preliminary Valuation Date Balance Sheet and the Preliminary Valuation Date Working Capital set forth in the Preliminary Accounting Report as adjusted by the Agreed Adjustments shall be final and binding as the "Valuation Date Balance Sheet" and the Valuation Date Working Capital, respectively.

(d) In the event any objections raised by the Stockholder Representative are not resolved by Agreed Adjustments within the 30 day period following the expiration of the Notice Period, then Parent and the Stockholder Representative shall submit the objections that are then unresolved to RSM McGladrey Inc. (the "Accounting Firm") and such firm shall be directed by Parent and the Stockholder Representative to resolve the unresolved objections as promptly as reasonably practicable and to deliver written notice to each of Parent and the Stockholder Representative setting forth its resolution of the disputed matters. The Preliminary Valuation Date Balance Sheet and the Preliminary Valuation Date Working Capital, after giving effect to any Agreed Adjustments and to the resolution of disputed matters by the Accounting Firm, shall be final and binding as the "Valuation Date Balance Sheet" and the Valuation Date Working Capital, respectively.

(e) The parties hereto shall make available to Parent, Parent's accountants, the Stockholder Representative, the Stockholder Representative's accountants and, if applicable, the Accounting Firm such books, records and other information (including work papers) as any of the foregoing may reasonably request to prepare or review the Preliminary Accounting Report or any matters submitted to the Accounting Firm. The fees and expenses of Parent's accountants shall be paid by Parent. The fees and expenses of the Stockholder Representative's accountants shall be paid by the Stockholder Representative. The fees and expenses of the Accounting Firm hereunder shall be paid 50% by Parent and 50% by the Stockholder Representative on behalf of the Selling Parties, and the portion to be paid by the Stockholder Representative shall be paid from the Administrative Account.

Section 2.2 Payment of the Purchase Price Adjustment. Promptly, but in any event within ten (10) days, following the final determination of the Valuation Date Balance Sheet pursuant to Section 2.1(b), 2.1(c) or 2.1(d), the following shall occur:

(a) If the Estimated Working Capital Payment is greater than the Valuation Date Working Capital, then the amount of such difference shall be paid to Parent pursuant to Section 8.1(b)(iii).

(b) If the Valuation Date Working Capital is greater than the Estimated Working Capital Payment, then Parent (i) shall distribute to each Selling Party an amount equal to (A) the Per Share Working Capital Payment multiplied by (B) the number of Shares sold by such Selling Party to Buyer multiplied by (C) 0.95, and (ii) shall deposit into the escrow account established pursuant to the Escrow Agreement an amount equal to the product of (x) (A) the Per Share Working Capital Payment multiplied by (B) the aggregate number of Shares sold by the Selling Parties to Buyer multiplied by (y) 0.05 (such payment into such escrow account the "Working Capital Escrow Payment").

Section 2.3 Indemnification Escrow Amount. The Indemnification Escrow Amount shall be used to satisfy the indemnification obligations under Article VIII and, if not so used, shall be paid in accordance with the terms of the Escrow Agreement.

Section 2.4 Stockholder Representative Funds. At the Closing, Parent will deposit Two-Hundred Fifty Thousand Dollars ($250,000.00) of the Purchase Price (the "Administrative Deposit"), in cash, to a separate bank or trust account as designated in writing by the Stockholder Representative (the "Administrative Account") for purposes of fulfilling the Stockholder Representative's obligations under Article IX hereto and for paying amounts due pursuant to Section 2.1(e). Upon determination by the Stockholder Representative in its reasonable discretion that the Selling Parties have satisfied their indemnification obligations hereunder, any funds or property remaining in the Administrative Account shall be distributed to each Selling Party in accordance with each such Person's Pro Rata Share (the "Administrative Refund").

ARTICLE III
CLOSING

Section 3.1 Closing Date. The closing of the sale of the Selling Parties' Stock (the "Closing") shall be consummated at 10:00 a.m., local time, on December 31, 2007 at the offices of Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois, or at such other place or at such other time as shall be agreed upon by Parent and the Stockholder Representative. The time and date on which the Closing is actually held are sometimes referred to herein as the "Closing Date."

Section 3.2 Closing Date Payment.

(a) At the Closing, Parent shall pay to the applicable Selling Party an amount equal to the product of the Per Share Closing Payment and the number of Shares held by such Selling Party sold to Buyer, by certified check payable to such Selling Party in immediately available funds or by wire transfer (if requested by such Selling Party) of immediately available funds to the bank

account of such Selling Party specified in writing by such Selling Party to the Buyer at least two Business Days prior to the Closing Date, net of such Selling Party's Aggregate Exercise Price, if any.

(b) At the Closing, or as promptly as practicable thereafter, Parent will repay the then outstanding balance of the Company's Indebtedness for Borrowed Money by wire transfer of immediately available funds in the amount set forth on, and in accordance with, the payoff letter delivered to Parent pursuant to Section 3.4(d).

(c) At the Closing, Parent will make the deposit required to be made on the Closing Date pursuant to Section 2 of the Escrow Agreement.

Section 3.3 Items to be Received by the Stockholder Representative. At the Closing, the Stockholder Representative shall have received all of the following:

(a) a certificate of good standing of Parent, issued as of a recent date by the Secretary of State of the State of Delaware;

(b) a certificate of good standing of Buyer, issued as of a recent date by the Secretary of State of the State of Delaware;

(c) a certificate of the Secretary or an Assistant Secretary of Parent, dated the Closing Date, in form and substance reasonably satisfactory to the Stockholder Representative, as to the resolutions of the Board of Directors of Parent (or a special committee thereof) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and the incumbency of the officers of Parent executing this Agreement and any Parent Ancillary Agreement;

(d) a certificate of the Secretary or an Assistant Secretary of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to the Stockholder Representative, as to the resolutions of the Board of Directors of Buyer (or a special committee thereof) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and the incumbency of the officers of Buyer executing this Agreement and any Buyer Ancillary Agreement; and

(e) the Escrow Agreement duly executed by an authorized officer of Parent.

Section 3.4 Items to be Received by Parent and Buyer. At the Closing, the Parent and Buyer shall have received all of the following:

(a) the certificates representing all of the shares of the Selling Parties' Stock, accompanied by duly executed stock powers;

(b) a copy of the Restated Certificate of Incorporation of the Company (the " Company Charter"), certified as of a recent date by the Secretary of State of the State of Delaware;

(c) a certificate of good standing of the Company, issued as of a recent date by the Secretary of State of the State of Delaware;

(d) payoff letters evidencing cancellation of the Company's Indebtedness for Borrowed Money effective upon repayment of such Indebtedness for Borrowed Money pursuant to Section 3.2(b);

(e) all consents, waivers or approvals obtained by the Company or the Stockholder Representative with respect to the consummation of the transactions contemplated by this Agreement;

(f) duly executed resignations, effective as of the Closing, of each of the directors of the Company;

(g) evidence reasonably satisfactory to Parent regarding the termination of the agreements set forth on Schedule 3.4(g);

(h) an opinion of counsel relating to the capitalization of the Company, dated the Closing Date, in a form reasonably acceptable to Parent;

(i) an opinion of counsel relating to due authorization on behalf of the Stockholder Representative, dated the Closing Date, in a form reasonably acceptable to Parent;

(j) affidavits of non-foreign status for each Selling Party that comply with Section 1445 of the Code and a fully executed Form W-9;

(k) evidence reasonably satisfactory to the Parent of (i) the termination of the Company Stock Plan, (ii) the termination of any rights thereunder with respect to the issuance or grant of any other interest in respect of the capital stock of the Company, (iii) the termination of the Company's 401(k) plan effective as of the day prior to the Closing Date and (iv) the proper conversion of the Company Preferred Stock into Common Stock;

(l) the items required by Sections 1.1, 5.1(a), 5.17(g) and (h) and to be delivered to Parent;

(m) a certificate executed on behalf of the Company by the Chief Executive Officer of the Company, dated the date of its delivery and delivered at least two business days prior to the Closing Date, stating that there has been conducted under the supervision of such officer a review of relevant information and data of the Company then available and setting forth the Company's reasonable best estimate of the Valuation Date Working Capital as of the Valuation Date, determined by the Company in good faith, including an estimate of the various accounts based on the most recent available financial statements and information prepared in accordance with the Agreed Accounting Principles; and

(n) the Escrow Agreement duly executed by the Stockholder Representative.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLING PARTIES

As an inducement to Parent and Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, each Selling Party, severally and not jointly, represents and warrants to Parent and Buyer and agrees as follows:

Section 4.1 Ownership of Securities. Such Selling Party holds of record, owns beneficially, and has good and marketable title to all of those shares of Selling Parties' Stock listed opposite such Selling Party's name on Schedule 4.1, free and clear of all Encumbrances. Other than this Agreement and except as set forth on Schedule 4.1, such Selling Party's shares of Selling Parties' Stock are not subject to any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right, any voting trust agreement or other agreements, including any agreement restricting or otherwise relating to the voting, dividend rights or disposition of such Selling Party's Selling Parties' Stock. When sold and delivered to Buyer in accordance with this Agreement, good and valid title to such Selling Party's Selling Parties' Stock will pass to Buyer, free and clear of all Encumbrances.

Section 4.2 Organization, Power and Authorization of the Selling Parties . (a) Such Selling Party (i) if such Selling Party is not a natural Person, is duly incorporated or organized, as the case may be, validly existing and is in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be and (ii) has the requisite power and authority (and, if such Selling Party is a natural Person, the requisite capacity) necessary to enter into, deliver and perform its obligations pursuant to this Agreement and any Selling Party Ancillary Agreement to which it is a party. Such Selling Party's execution, delivery and performance of this Agreement and the Selling Party Ancillary Agreements to which such Selling Party is a party has been duly authorized and no other actions or proceedings on the part of such Selling Party are necessary to authorize this Agreement, the Selling Party Ancillary Agreements and the transactions contemplated hereby.

(b) This Agreement has been duly authorized, executed and delivered by such Selling Party and (assuming the valid authorization, execution and delivery of this Agreement by Parent, Buyer and the Stockholder Representative) is the legal, valid and binding obligation of such Selling Party enforceable in accordance with its terms, and each of the Selling Party Ancillary Agreements to which such Selling Party is a party has been duly authorized by such Selling Party and upon execution and delivery by such Selling Party will be (assuming the valid authorization, execution and delivery by Parent, Buyer and the Stockholder Representative) a legal, valid and binding obligation of such Selling Party enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(c) Neither the execution and delivery of this Agreement or any of the ancillary agreements to which a Selling Party is a party nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under or result in the creation or imposition of any Encumbrance, under (1) if such Selling Party is a non-natural Person, the organizational documents of such Selling Party, (2) any note, instrument, mortgage, agreement, lease, franchise, license, permit or other authorization, right, restriction or obligation to which a Selling Party is a party or by which such Selling Party is bound, (3) any Court Order to which such Selling Party is a party or by which such Selling Party is bound or (4) any Requirements of Law affecting such Selling Party; or

(ii) require the approval, consent, authorization or act of, or the making by such Selling Party of any declaration, filing or registration with, any Person, except as provided under the HSR Act.

Section 4.3 No Broker. Such Selling Party has no liability to pay any fees or commissions to any broker, finder or investment banker with respect to the transactions contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

As an inducement to Parent and Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Selling Parties represent and warrant to Parent and Buyer with respect to the Company, severally and not jointly (except as set forth in Article VIII or Article IX), except as expressly set forth in the schedules accompanying this Agreement (each a "Schedule" and, collectively, the "Disclosure Schedules") as follows:

Section 5.1 Organization and Authority of the Company. (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to transact business as a foreign corporation and is in good standing in each of the jurisdictions listed on Schedule 5.1(a), which jurisdictions are the only ones in which the ownership or leasing of its properties and assets or the conduct of its business requires such qualification, and no other jurisdiction has demanded, requested or otherwise indicated that the Company is required to so qualify, except where such failure to be so qualified would not have or reasonably be expected to have a Material Adverse Effect. The Company has full power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted. True and complete copies of the Company Charter, the Company's bylaws and the Company's minute books have been delivered to Parent, and such minute books contain true and complete records of all material meetings and other corporate action taken by the Board of Directors of the Company and the Stockholders. The Company is in compliance with the provisions of the Company Charter and the Company's bylaws.

(b) Neither the execution and delivery of this Agreement or any Stockholder Representative Ancillary Agreement nor the consummation of any of the transactions contemplated hereby or thereby, including the Section 253 Merger, nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under or result in the creation or imposition of any Encumbrance upon any of the Company's assets, under (1) the Company Charter or the Company's bylaws, (2) any Company Agreement, (3) any note, instrument, mortgage, agreement, lease, franchise, license, permit or other authorization, right, restriction or obligation to which the Company is a party or its assets or business is subject or by which the Company is bound other than Indebtedness for Borrowed Money which is to be repaid pursuant to Section 3.2(b), (4) any Court Order to which the Company is a party or by which its assets or business is subject or by which the Company is bound or (5) any Requirements of Law affecting the Company or the Company's assets or business, other than, in the case of clauses (2) and (3), any such conflicts, breaches, defaults or rights that, individually or in the aggregate, would not materially impair the ability of the Company to perform its obligations hereunder, have a Material Adverse Effect or prevent the consummation of the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by the Company of any declaration, filing or registration with, any Governmental Body, except as provided under the HSR Act.

Section 5.2 Capital Structure. (a) Schedule 5.2(a) and the Stock Ledger set forth the name of each Stockholder and the number of Shares owned of record by each such Stockholder as of the date hereof. Schedule 5.2(a) also sets forth the number of shares of Company Common Stock into which each share of Company Preferred Stock is convertible.

(b) The authorized capital stock of the Company consists of 125,000,000 shares of Company Common Stock and 80,000,000 shares of Company Preferred Stock. Of the Company Preferred Stock, 40,000,000 shares have been designated Series A Preferred Stock, 30,000,000 shares have been designated Series B Preferred Stock and 10,000,000 shares have not been designated.

(c) At the Closing:

(i) no shares of Company Common Stock or Company Preferred Stock were held in the treasury of the Company;

(ii) 47,555,803 shares of Company Common Stock were issued and outstanding, all of which were validly issued, fully paid and nonassessable;

(iii) no shares of Company Series A Preferred Stock were issued and outstanding;

(iv) no shares of Company Series B Preferred Stock were issued and outstanding;

(v) no shares of Company Common Stock were reserved for issuance pursuant to the Extended Care Information Network, Inc. 2006 Amended and Restated Long-Term Incentive Plan adopted May 31, 2006 (the "Company Stock Plan");

(vi) no shares of Company Common Stock were reserved for issuance upon conversion of the Company Preferred Stock;

(vii) no options to purchase shares of Company Common Stock pursuant to the Company Stock Plan are outstanding;

(viii) no warrants to purchase shares of Company Common Stock or Company Preferred Stock were issued or outstanding; and

(ix) no shares of Undesignated Preferred Stock were issued or outstanding.

(d) The Company Stock Plan is the only benefit plans of the Company under which any securities of the Company are issuable. As of the date hereof, except as set forth in Section 5.2(d), no Shares or other voting securities of the Company are issued, reserved for issuance or outstanding.

(e) The Stock Ledger contains a correct and complete list as of the date of this Agreement of each outstanding option to purchase Shares issued under the Company Stock Plan (collectively, the "Company Stock Options"), including the name of the holder, date of grant, exercise price and number of Shares subject thereto, the plan under which such Company Stock Option was granted, whether such Company Stock Option is an incentive stock option under Section 422 of the Code and whether the option is vested or exercisable. Except as set forth on Schedule 5.2(e), there will be no acceleration in the vesting of any Company Stock Option as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby. Except as set forth on the Stock Ledger, or as contemplated by this Agreement, no options awarded under the Company Stock Plan have been exercised since the Balance Sheet Date.

(f) Except for the Company Stock Options, there are no agreements, arrangements, options, warrants, calls, rights, puts or commitments of any character relating to the issuance, sale, purchase or redemption of any Shares or other equity interests or equity equivalents of the Company, whether on conversion of other securities or otherwise, or obligating the Company to grant, extend or enter into any such agreement, arrangement, option, warrant, call, right, put or commitment, and there are no outstanding contractual rights to which the Company is a party, the value of which is based on the value of any Shares.

(g) Except as set forth in the Company Charter, the Company is not a party to and, to the Knowledge of the Executives, there does not exist any stockholder agreement, voting trust agreement or any other similar contract, agreement, arrangement, commitment, plan or understanding restricting or otherwise relating to the voting, dividend, ownership or transfer rights of any Shares. True and complete copies of the agreements and other instruments referred to on Schedule 5.2(g) have been delivered to Parent.

(h) The Company does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the Stockholders on any matter.

(i) None of the Shares have been issued in violation of, or is subject to, any preemptive or subscription rights, and all of the Shares have been offered, issued, sold and delivered by the Company in compliance, in all material respects, with all applicable federal and state securities laws.

(j) There are no declared or accrued and unpaid dividends (whether or not declared) with respect to the Company Series A Preferred Stock, Company Series B Preferred Stock or the Company Common Stock.

(k) The Company has the power and authority under the terms of the Company Stock Plan and each Company Stock Option to comply with the terms of Section 1.3 without the consent of any Option Holder or other Person, and the Selling Parties represent and warrant that the Option Holders shall not have the right to receive any amounts from the Company, Buyer or Parent in respect of their Company Stock Options except as specifically provided herein.

Section 5.3 Subsidiaries and Investments. The Company does not, and since its incorporation never did, directly or indirectly, (a) own, of record or beneficially, any outstanding voting securities or other equity interests in any Person or (b) control any Person.

Section 5.4 Financial Statements; Internal Controls. (a) Schedule 5.4 contains (i) the audited consolidated balance sheets of the Company as of December 31, 2006, December 31, 2005 and December 31, 2004, respectively, and the related consolidated statements of income and stockholders' equity for the fiscal years then ended, together with the appropriate notes to such financial statements (the " Footnotes"), and (ii) the unaudited consolidated balance sheets of the Company as of October 31, 2007, and the related consolidated statement of income and stockholders' equity for the ten months then ended. Except as set forth therein or in the notes thereto, such financial statements have been prepared in conformity with generally accepted accounting principles applied in the United States and present fairly, in all material respects, the consolidated financial position and results of operations of the Company as of their respective dates and for the respective periods covered thereby, subject, in the case of the unaudited financial statements, to the absence of footnote disclosures and statements of cash flows and changes in shareholders' equity and subject to normal year-end audit adjustments.

(b) The Company's controls and procedures over financial reporting are effective in providing reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles applied in the United States.

Section 5.5 No Undisclosed Liabilities. The Company is not subject to any liability (including unasserted claims, whether known or unknown), whether absolute, contingent, accrued or otherwise, which is not shown or reserved for on the Balance Sheet, other than liabilities otherwise disclosed herein, liabilities that are reflected in the Footnotes or would be required to be reflected in notes to the Balance Sheet in conformity with generally accepted accounting principles applied in the United States and which are of a nature and magnitude consistent with those liabilities disclosed in the Footnotes and liabilities of the same nature as those set forth on the Balance Sheet and reasonably incurred following the Balance Sheet Date in the ordinary course of business consistent with past practice, except for any such liabilities that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.6 Operations Since Balance Sheet Date. (a) Since the Balance Sheet Date, there has been:

(i) no material adverse change in the assets, business, operations, liabilities, profits or financial condition of the Company, and, to the Knowledge of the Executives, no fact or condition exists or is contemplated or threatened that would reasonably be expected to have a Material Adverse Effect; and

(ii) no damage, destruction, loss or claim, whether or not covered by insurance, or condemnation or other taking that would reasonably be expected to have a Material Adverse Effect.

(b) Since September 30, 2007, the Company has, in all material respects, conducted its business only in the ordinary course and in conformity with past practice. Without limiting the generality of the foregoing, since September 30, 2007, the Company has not:

(i) (A) declared, set aside or paid any dividends on, or made any other actual, constructive or deemed distributions in respect of, any of its capital stock, or otherwise made any payments to its Stockholders in their capacity as such, (B) split, combined or reclassified any of its capital stock or issued, sold or authorized the issuance of any other securities in respect of, in lieu of or in substitution for any Shares (other than any issuances of its securities upon the conversion of any outstanding Company Preferred Stock, or upon the exercise of any Company Stock Options or Company Warrants) or (C) purchased, redeemed or otherwise acquired any Shares or any other securities of the Company;

(ii) made any material change in the business or operations of the Company;

(iii) amended the Company Charter or the Company's bylaws;

(iv) acquired or agreed to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, limited liability company, association or other business organization or division thereof;

(v) altered through merger, liquidation, reorganization, restructuring or in any other fashion its corporate structure;

(vi) made or incurred any capital expenditure or expenditures which, individually, is in excess of $30,000 or, in the aggregate, are in excess of $100,000;

(vii) sold, leased (as lessor), transferred or otherwise disposed of, or mortgaged or pledged, or imposed or suffered to be imposed any Encumbrance on, any of the assets or properties of the Company, other than inventory and minor amounts of

personal property sold or otherwise disposed of for fair value in the ordinary course of business consistent with past practice and other than Permitted Encumbrances and product licenses granted by the Company to third parties in the ordinary course of business, consistent with past practice;

(viii) cancelled any debts owed to or claims held by the Company (including the settlement of any claims or litigation) or waived any other rights held by the Company other than in the ordinary course of business consistent with past practice;

(ix) created, incurred or assumed, or agreed to create, incur or assume, any Indebtedness for Borrowed Money or entered into, as lessee, any capitalized lease obligation (as defined in Statement of Financial Accounting Standards No. 13);

(x) accelerated or delayed collection of any notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected other than in the ordinary course of business consistent with past practice;

(xi) delayed or accelerated payment of any account payable or other liability of the Company beyond or in advance of its due date or the date when such liability would have been paid other than in the ordinary course of business consistent with past practice and other than required scheduled payments in respect of Indebtedness for Borrowed Money outstanding on the Balance Sheet;

(xii) made any change in the accounting principles and practices used by the Company from those applied in the preparation of the financial statements referred to on Schedule 5.4 except as required by generally accepted accounting principles;

(xiii) prepared or filed any Tax Return inconsistent with past practice or, on any such Tax Return, taken any position, made any election or adopted any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including positions, elections or methods which would have the effect of deferring income to periods after the Closing Date or accelerating deductions to periods prior to the Closing Date); or

(xiv) entered into any agreement or commitment to take any action listed in clauses (i)-(xiii) above.

Section 5.7 Taxes. (a) (i) the Company has filed all Tax Returns required to be filed; (ii) all such Tax Returns are complete and accurate, in all material respects, and disclose all Taxes required to be paid by the Company for the periods covered thereby and all Taxes shown to be due on such Tax Returns have been timely paid; (iii) all material Taxes (whether or not shown on any Tax Return) owed by the Company have been timely paid or properly accrued; (iv) the Company has not waived or been requested to waive any statute of limitations in respect of Taxes which waiver is currently in effect; (v) there is no action, suit, investigation, audit, claim or assessment pending or, to the Knowledge of the Executives, proposed or threatened with respect to Taxes of the Company; (vi) all deficiencies asserted or assessments made as a result of any examination of the Tax Returns referred to in clause (i) have been

paid in full; (vii) all Tax Sharing Arrangements and Tax indemnity arrangements relating to the Company (other than this Agreement) will terminate prior to the Closing and the Company will not have any liability thereunder on or after the Closing; (viii) there are no liens for Taxes upon the assets of the Company except liens relating to current Taxes not yet due; (ix) all material Taxes which the Company is required by law to withhold or to collect for payment have been duly withheld and collected and have been paid or accrued, reserved against and entered on the books of the Company; (x) the Company has not been a member of any Company Group and the Company has not had at any time any direct or indirect ownership in any corporation, partnership, limited liability company, trust, joint venture or other entity; and (xi) the Company is not currently the beneficiary of any extension of time within which to file any Tax Return.

(b) No transaction contemplated by this Agreement is subject to withholding under Section 1445 of the Code (relating to "FIRPTA").

(c) No payment or other benefit, and no acceleration of the vesting of any options, payments or other benefits under any existing agreements with the Company, will be, as a direct or indirect result of the transactions contemplated by this Agreement, an "excess parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code. Except as set forth on Schedule 5.7, no payment or other benefit, and no acceleration of the vesting of any options, payments or other benefits, will, as a direct or indirect result of the transactions contemplated by this Agreement, be (or under Section 280G of the Code be presumed to be) a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment or acceleration is reasonable compensation for personal services performed or to be performed in the future.

Section 5.8 Governmental Permits. (a) The Company owns, holds or possesses all licenses, franchises, permits, privileges, variances, immunities, approvals and other authorizations from Governmental Bodies that are material and necessary to entitle it to own or lease, operate and use its properties and assets and to carry on and conduct its business substantially as it is presently being conducted, except for such incidental licenses, permits and other authorizations which would be readily obtainable by any qualified applicant without undue burden in the event of any lapse, termination, cancellation or forfeiture thereof (collectively, the "Governmental Permits"). Schedule 5.8 sets forth a list and brief description of each Governmental Permit. Complete and correct copies of all of the Governmental Permits have been made available to Parent.

(b) The Company has fulfilled and performed, in all material respects, its obligations under each Governmental Permit, and no event has occurred or condition or state of facts exists that constitutes or, after notice or lapse of time or both, would constitute a material breach or default under any such Governmental Permit or that permits or, after notice or lapse of time or both, would permit revocation or termination of any such Governmental Permit or that might adversely affect the rights of the Company under any such Governmental Permit; (ii) no notice of cancellation, of default or of any dispute concerning any Governmental Permit, or of any event, condition or state of facts described in the preceding clause, has been received by, or is known to, the Company; and (iii) each of the Governmental Permits is valid, subsisting and in full force and effect and will continue in full force and effect after the consummation of the transactions contemplated by this Agreement, in each case without (x) the occurrence of any breach, default or forfeiture of rights thereunder or (y) the consent, approval or act of, or the making of any filing with, any Governmental Body.

Section 5.9 Real Property. (a) Schedule 5.9(a) sets forth a list of each lease or similar agreement under which the Company is lessee of, or holds, uses or operates, any real property owned by any third Person (the " Leased Real Property"). The Company has the right to quiet enjoyment of all the Leased Real Property described on Schedule 5.9(a) for the full term of each such lease or similar agreement (and any renewal option relating thereto) assuming due performance by the other parties thereto, and the leasehold or other interest of the Company in such Leased Real Property is not subject or subordinate to any Encumbrance as a result of any action or inaction by the Company except for Permitted Encumbrances and, to the Knowledge of the Executives, the leasehold or other interest of the Company in such Leased Real Property is not subject or subordinate to any other Encumbrance except for Permitted Encumbrances. Except for Permitted Encumbrances, there are no agreements or other documents to which the Company is a party or by which the Company's assets or business is bound, governing or affecting the occupancy or tenancy of any of the Leased Real Property by the Company. The Company has valid leasehold estates in each of the Leased Real Properties free and clear of all Encumbrances encumbering such lessee's leasehold interest except Permitted Encumbrances, but subject to all the terms and conditions of the leases and subject to any Encumbrances encumbering the applicable lessor's title to the Leased Real Properties.

(b) The Company does not own, and since its incorporation has not owned, any real property.

(c) Neither the whole nor any part of any Leased Real Property is subject to any pending suit for condemnation or other taking by any Governmental Body, and, to the Knowledge of the Executives, no such condemnation or other taking is threatened or contemplated.

(d) There is no Environmental Property Transfer Act that applies to the transactions contemplated by this Agreement.

(e) Except for the Permitted Encumbrances, to the Knowledge of the Executives, the Leased Real Property is not subject to any lease, sublease, license or other agreement granting to any other Person any right to the use or occupancy of such Leased Real Property or any part thereof.

Section 5.10 Personal Property Leases. Schedule 5.10 contains a brief description of each lease or other agreement or right, whether written or oral (including, in the case of oral leases or agreements, the annual rental, the expiration date thereof and a brief description of the property covered), under which the Company is lessee of, or holds or operates, any machinery, equipment, vehicle or other tangible personal property owned by a third Person, except for any such lease, agreement or right that is terminable by the Company without penalty or payment on 60 days or less notice or which provides for annual lease payments of less than $30,000.

Section 5.11 Intellectual Property; Software. (a) Schedule 5.11(a) of the Disclosure Schedule contains a list and description of all (i) Copyrights that have been filed with, issued or registered by any Governmental Body and in which the Company has an ownership interest; (ii) Patent Rights that have been filed with, issued or registered by any Governmental Body and in which the Company or any of its employees has an ownership interest; (iii) Trademarks that have been filed with, issued or registered by any Governmental Body and in which the Company has an ownership interest; (iv) Copyrights and Trademarks not described in clause (i) or clause (iii) which are material to the Company and in which the Company has an ownership interest; and (v) contracts to which the Company is a party which grant to the Company any license of any Copyright, Patent Right or Trademark of any other Person (other than shrinkwrap or other commercially available off-the-shelf software products licensed by the Company).

(b) Schedule 5.11(b) of the Disclosure Schedule contains a list and description (showing in each case any owner, licensor or licensee) of all Software owned by, licensed to or used by the Company, including Software used by the Company in its operations or incorporated into its products (other than shrinkwrap or other commercially available off-the-shelf software products licensed by the Company).

(c) Schedule 5.11(c) of the Disclosure Schedule contains a list of all agreements, contracts, licenses, sublicenses and assignments to which the Company is a party (other than customer contracts) and which relate to (i) any Copyrights, Patent Rights or Trademarks listed on Schedule 5.11(a) of the Disclosure Schedule, (ii) any Trade Secrets owned by, licensed to or used by the Company or (iii) any Software listed on Schedule 5.11(b) of the Disclosure Schedule. Except to the extent provided in (i) the agreements, contracts, licenses, sublicenses and assignments listed in Schedule 5.11(c) of the Disclosure Schedule, (ii) any customer contract or (iii) any license relating to a shrinkwrap or other commercially available off-the-shelf software products licensed by the Company, the Company has not agreed to indemnify any Person against any charge of infringement or other violation with respect to any Intellectual Property.

(d) The Company either: (i) owns the entire right, title and interest in and to the Intellectual Property required to be listed on Schedule 5.11(a) of the Disclosure Schedule, free and clear of Encumbrances except for Permitted Encumbrances or (ii) has the perpetual, royalty-free right to use the same. The Company is listed in the records of the appropriate United States, state or non-U.S. registry as the sole current owner of record for each application or registration identified on Schedule 5.11(a) or (b) of the Disclosure Schedule as being owned by the Company.

(e) (i) all registrations for Copyrights, Patent Rights and Trademarks identified on Schedule 5.11(a) of the Disclosure Schedule as being owned by the Company are valid and in force, and all applications to register any unregistered Copyrights, Patent Rights and Trademarks so identified are pending and, to the Knowledge of the Executives, in good standing, all without challenge of any kind; (ii) the Company has the sole and exclusive right to bring actions for infringement, misappropriation, dilution, violation or unauthorized use of the Intellectual Property and Software owned by the Company, and to the Knowledge of the Executives, there is no basis for any such action; and (iii) the Company is not in material breach of any agreement affecting the Intellectual Property used by the Company and the Company has not taken any action that would impair or otherwise adversely affect its rights in the Intellectual Property used by the Company.

(f) (i) no infringement, misappropriation or violation of any Intellectual Property right of any other Person has occurred or results in any way from the operations, products, Software or processes used in the Business; (ii) no claim of any infringement, misappropriation or violation of any Intellectual Property right of any other Person has been made or asserted in respect of the operations of the Business; (iii) no claim of invalidity of any Copyright, Trademark, Patent Right, Software or Trade Secret owned by the Company has been made; (iv) no proceedings are pending or, to the Knowledge of the Executives, threatened, which challenge the validity, ownership or use of any Intellectual Property owned by the Company; and (v) the Company has not received written notice of any claim that the operations, activities, products, Software, equipment, machinery or processes used in the Company's business infringe, misappropriate, dilute or violate any Intellectual Property right of any other Person and, to the Knowledge of the Executives, there is no basis for any such claim.

(g) (i) the Software required to be listed on Schedule 5.11(b) of the Disclosure Schedule is not subject to any transfer, assignment, change of control, site, equipment or other operational limitations that would materially adversely affect the Company's use of such Software after the Closing, assuming that the Company continues to use such Software in substantially the same manner that the Software was used by the Company prior to Closing; (ii) the Company has maintained and protected the Software that it owns (the " Owned Software") (including source code and system specifications) with appropriate proprietary notices (including the notice of copyright in accordance with the requirements of 17 U.S.C. § 401), confidentiality and non-disclosure agreements and such other measures as are necessary to protect the proprietary, Trade Secret or confidential information contained therein; (iii) the Owned Software has been registered or is eligible for protection and registration under applicable copyright law and has not been forfeited to the public domain; (iv) the Company has copies of each release or separate version of the Owned Software that is currently subject to maintenance obligations by the Company so that the same may be subject to registration in the United States Copyright Office; (v) the Company has complete and exclusive right, title and interest in and to the Owned Software; (vi) the Company has developed the Owned Software through its own efforts and for its own account without the aid or use of any consultants, agents, independent contractors or Persons (other than Persons that are employees of the Company or Persons who have assigned to the Company all of their right, title and interest in and to the Owned Software); (vii) the Owned Software does not infringe, misappropriate or violate any Intellectual Property of any other Person; (viii) each release or separate version of the Owned Software that is currently subject to maintenance obligations by the Company includes the source code, system documentation, statements of principles of operation and schematics, as well as any pertinent commentary, explanation, program (including compilers), workbenches, tools and higher level (or "proprietary") language used for the development, maintenance, implementation and use thereof, so that a trained computer programmer could develop, maintain, support, compile and use all such releases or such versions; (ix) there are no agreements or arrangements in effect with respect to the marketing, distribution, licensing or promotion of the Owned Software by any other Person; (x) the Owned Software is not licensed pursuant to a so-called "open source" license and does not incorporate and is not based on any Software that is licensed pursuant to a so-called "open source" license; (xi) the Owned Software complies in all material respects with

all applicable Requirements of Law relating to the export or reexport of the same; and (xii) the Owned Software may be exported or reexported to all countries without the necessity of any license, other than to those countries specified as prohibited destinations pursuant to applicable regulations of the United States Department of Commerce and/or the United States State Department.

(h) To the Knowledge of the Executives, the Owned Software operates in accordance with and conforms in all material respects to any specifications, manuals, guides, descriptions or other similar documentation, in written or electronic form, made available by the Company to customers, end-users and resellers. To the Knowledge of the Executives, the Software included in, and the computing systems and networks used by the Company to provide, the Owned Software (i) are free of all software code that is intentionally designed to disable the Owned Software or damage property, including viruses, worms, trojan horses and other known contaminants, (ii) do not contain any material errors or problems of a material nature that disrupt their operation or have an adverse impact on the operation of other software programs or operating systems, (iii) have not been subject to any breach, penetration or intrusion by an unauthorized third party, (iv) have not been licensed to any third party except for customers of the Company in the ordinary course of business and (v) are not licensed pursuant to an "open source" license, do not incorporate and are not based on any software that is licensed pursuant to an "open source" license.

(i) All employees, agents, consultants or contractors who have contributed to or participated in the creation or development of any Intellectual Property on behalf of the Company or any of its predecessors in interest thereto either: (i) is a party to a "work-for-hire" agreement under which the Company is deemed to be the original owner/author of all rights, title and interest therein or (ii) has executed an assignment or an agreement to assign in favor of the Company (or such predecessor in interest, as applicable) of all right, title and interest in such Intellectual Property.

(j) The Company has not granted to any third Person any ownership rights, exclusive rights or any rights to sublicense any of the products it develops or sells or any Intellectual Property relating to such products to any third Persons.

Section 5.12 Title to Property. Except for assets disposed of in the ordinary course of its business, the Company has good and marketable title to each item of equipment and other tangible assets reflected on the Balance Sheet or thereafter acquired, free and clear of Encumbrances except for Permitted Encumbrances.

Section 5.13 No Violation, Litigation or Regulatory Action.

(a) neither the Company nor any of its properties or assets is subject to any Court Order;

(b) the assets of the Company and their uses by the Company comply, in all material respects, with all applicable Requirements of Law and Court Orders;

(c) the Company has complied in all material respects with all Requirements of Law and Court Orders that are applicable to its assets or business;

(d) there are no lawsuits, claims, suits, proceedings or investigations pending or, to the Knowledge of the Executives, threatened, against or affecting the Company nor, to the Knowledge of the Executives, is there any basis for any of the same, and there are no lawsuits, suits or proceedings pending in which the Company is the plaintiff or claimant; and

(e) there is no action, suit or proceeding pending or, to the Knowledge of the Executives, threatened that questions the legality or propriety of the transactions contemplated by this Agreement.

Section 5.14 Contracts. The Company is not a party to or bound by:

(a) any contract for the purchase, sale or lease of real property;

(b) any contract for the purchase of services, supplies, equipment or raw materials which involved the payment of more than $65,000 in the fiscal year ended December 31, 2006, which the Company reasonably anticipates will involve the payment of more than $65,000 in the fiscal year ending December 31, 2007;

(c) any contract for the sale of goods or services (other than for the purchase, licensing or development of Software by the Company to third parties) which involved the payment of more than $65,000 in the fiscal year ended December 31, 2006, which the Company reasonably anticipates will involve the payment of more than $65,000 in the fiscal year ending December 31, 2007;

(d) any contract for the purchase, licensing or development of Software (i) between the Company and the thirty largest customers (measured by dollar volume of purchases but not including up-front installation and implementation fees) in the fiscal year ended December 31, 2006 and any other customer who is among the thirty largest customers (measured by dollar volume of purchases but not including up-front installation and implementation fees) for the period from January 1, 2007 through and including October 31, 2007 or (ii) containing (A) no limitation on liability or a limitation of liability in excess of the greater of $1,000,000 or the aggregate amount payable under such contract, (B) payment terms tied to a return on investment, (C) non-standard acceptance clauses which clauses have not yet been met, (D) since January 1, 2000, a service level agreement clause related to uptime and performance under which contract the Company has issued a credit related to these clauses or (E) since January 1, 2000, payments tied to reduction in length of stay or avoidable days;

(e) any consignment, distributor, dealer, reseller, manufacturers representative, sales agency, advertising representative or advertising or public relations contract;

(f) (i) any contract relating to the disposition or acquisition by the Company since January 1, 2003 of material properties or assets (except for licenses to or from the Company) or (ii) any partnership, joint venture (including joint development, joint distribution or strategic alliance), franchise or other similar agreement or arrangement;

(g) any agreement or instrument that provides for, or relates to, the incurrence by the Company of debt for borrowed money (including any interest rate or foreign currency swap, cap, collar, hedge or insurance agreements, or options or forwards on such agreements, or other similar agreements for the purpose of managing the interest rate and/or foreign exchange risk associated with its financing);

(h) any guarantee of the obligations of customers, suppliers, officers, directors, employees, Affiliates or others or any contract the primary content of which involves an indemnification or similar obligation on the part of the Company;

(i) any agreement that (i) limits or restricts where the Company or any of its Affiliates may conduct business or the right of the Company or any of its Affiliates to sell or distribute any products or services to any Person, (ii) contains any covenant or provision prohibiting the Company or any of its Affiliates from engaging in any line or type of business or (iii) grants any exclusive rights to make, sell or distribute the Company's products or services;

(j) any "standstill" or similar agreement that restricts the Company's right to acquire any security or business;

(k) any contract with a Governmental Body other than customer contracts entered into in the ordinary course of business; or

(l) any contract still in effect that was not made in the ordinary course of business in an amount which calls for annual aggregate payments in excess of $65,000.

Section 5.15 Status of Contracts. Each of the leases, contracts, licenses and other agreements required to be listed on Schedules 5.9, 5.10, 5.11(c), 5.14 or 5.17(a) (collectively, the "Company Agreements") constitutes a valid and binding obligation of the parties thereto and is in full force and effect and will continue in full force and effect immediately after the Closing, in each case without breaching the terms thereof or resulting in the forfeiture or impairment of any rights thereunder and without the consent, approval or act of, or the making of any filing with, any other Person. The Company has not breached, in any material respect, any of its obligations under each of the Company Agreements, the Company is not in, or, to the Knowledge of the Executives, alleged to be in, breach or default under, nor is there or, to the Knowledge of the Executives, is there alleged to be any basis for termination of, any of the Company Agreements, and, to the Knowledge of the Executives, no other party to any of the Company Agreements has breached or defaulted thereunder, and no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the Company or, to the Knowledge of the Executives, by any other such party. The Company is not currently renegotiating any of the Company Agreements or paying liquidated damages in lieu of performance thereunder. Complete and correct copies of each of the Company Agreements have heretofore been delivered to Parent.

Section 5.16 Insurance. Schedule 5.16 sets forth a list and brief description (including nature of coverage, limits, deductibles, premiums and the loss experience for the most recent five years with respect to each type of coverage) of all policies of insurance maintained, owned or held by the Company on the date hereof. The Company has complied with each of such insurance

policies and has not failed to give any notice or present any claim thereunder in a due and timely manner. The Selling Parties shall cause the Company to keep its current insurance or comparable insurance in full force and effect through the Closing.

Section 5.17 Employees and Related Agreements; ERISA . (a) Set forth on Schedule 5.17(a) is a list of each Company Plan. As used herein, (i) "Company Plan" means a "pension plan" (as defined in Section 3(2) of ERISA), a "welfare plan" (as defined in Section 3(1) of ERISA), or any other written or oral bonus, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, holiday pay, vacation, retention, severance, medical, dental, vision, disability, death benefit, sick leave, fringe benefit, insurance or other plan, arrangement or understanding, in each case established or maintained by the Company or any of its ERISA Affiliates (as hereinafter defined) or as to which the Company or any of its ERISA Affiliates has contributed or otherwise may have any liability. Notwithstanding the foregoing, "Company Plan" shall not include any plan, policy, practice, arrangement or understanding no longer in effect unless the Company or any ERISA Affiliates still may have any potential liability (direct, indirect, contingent or otherwise) relating thereto.

(b) Each Company Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is a prototype plan which has relied on a favorable opinion or advisory letter for such plan and, to the Knowledge of the Executives, no event has occurred since the date of such determination, opinion or advisory letter from the Internal Revenue Service which would reasonably be expected to cause any such plan to cease being so qualified. Each Company Plan complies with its terms in all material respects and, where applicable, the requirements of ERISA and the Code. Each Company Plan that is a group health plan has complied in all material respects with the health care continuation requirements of Section 601, et seq. of ERISA with respect to its employees and their spouses, former spouses and dependents. The Company is not a party to any "multiemployer plan" (as such term is defined in Section 3(37) of ERISA).

(c) The Company has made available to Parent, with respect to each Company Plan, true, correct and complete copies of (i) all plan documents and amendments, trust agreements and insurance contracts, as currently in effect, (ii) the most recent Internal Revenue Service determination letter, (iii) the most recent annual report (Form 5500 Series) and accompanying schedules, as filed, (iv) the current and, to the extent available, the prior summary plan description and (v) the most recent financial statements.

(d) At no time has the Company, or any of its ERISA Affiliates maintained, contributed to or had any liability under a plan subject to Section 302 or Title IV of ERISA or Section 412 of the Code. "ERISA Affiliates" shall mean any entity which would be considered a single employer with the Company pursuant to Section 414(b), (c), (m) or (o) of the Code. The Company has no obligations under any Company Plan or otherwise to provide welfare benefits to former employees of the Company, except as specifically required by Section 4980B of the Code.

(e) Neither the Company nor, to the Knowledge of the Executives, any other "disqualified person" (within the meaning of Section 4975 of the Code) or "party in interest" (within the meaning of Section 3(14) of ERISA) has engaged in any "prohibited transaction" (within the meaning of Section 4975 of the Code or Section 406 of ERISA) with respect to any Company Plan which could subject any such Company Plan (or its related trust) or the Company or any officer, director or employee of the Company to the penalty or Tax under Section 402(i) or Section 402(l) of ERISA or Section 4975 of the Code.

(f) There is no pending or, to the Knowledge of the Executives, threatened, claim which alleges any violation of ERISA or any other law (i) by or on behalf of any Company Plan or (ii) by any employee of the Company or any plan participant or beneficiary against any such plan.

(g) At the Closing, the Selling Parties shall deliver to Parent the following: a list of all (i) compensation plans, agreements or arrangements (whether or not in writing) with current and, to the extent the Company has any continuing liability or obligation, former employees of the Company, (ii) severance programs and policies of the Company with or relating to their respective current and, to the extent the Company has any continuing liability or obligation, former employees and (iii) plans, programs, agreements and other arrangements of the Company with or relating to their respective current and former employees containing change of control or similar provisions.

(h) At the Closing, the Selling Parties shall deliver to Parent the following: (i) a list of all employees or independent contractors of the Company as of November 30, 2007; (ii) as of the Closing Date, the Current Annual Compensation of, and a description of the fringe benefits (other than those generally available to employees of the Company) provided by the Company to any such employees or independent contractors; (iii) a list of all present or former employees or independent contractors of the Company paid in excess of $75,000 in the fiscal year ended December 31, 2006 who have terminated or given written or, to the Knowledge of the Executives, oral notice of their intention to terminate their relationship with the Company since December 31, 2006; (iv) a list of any increase, effective after December 31, 2006, in the rate of compensation of any employees or independent contractors if such increase exceeds 5% of the previous annual compensation of such employee or independent contractors; and (v) a list of all substantial changes in job assignments of, arrangements with or promotions or appointments of any employees or independent contractors of the Company whose compensation as of December 31, 2006 was in excess of $75,000 per annum.

(i) There are no situations that involved or involves (A) the use of any funds of the Company for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, (B) the making of any direct or indirect unlawful payments to government officials or others from funds of the Company or the establishment or maintenance of any unlawful or unrecorded funds, (C) the violation of any of the provisions of The Foreign Corrupt Practices Act of 1977, (D) the receipt of any illegal discounts or rebates or any other violation of the antitrust laws or (E) any investigation by the SEC or any other federal, foreign, state or local government agency or authority.

Section 5.18 Worker Safety and Environmental Laws. The properties, assets and past and present operations of the Company have been and are in compliance, in all material respects, with all applicable Requirements of Laws and Court Orders relating to public and worker health and safety and the protection and clean-up of the environment and activities or conditions related thereto, including those relating to the generation, handling, disposal, transportation or Release of Contaminants. Without limiting the generality of the foregoing:

(a) to the Knowledge of the Executives, any asbestos-containing material which is on or part of any Leased Real Property is in good repair according to the current standards and practices governing such material, and its presence or condition does not violate any currently applicable Environmental Law; and

(b) there is not now, nor, to the Knowledge of the Executives, has there ever been, on or in any Leased Real Property (i) any treatment, recycling, storage or disposal of any hazardous waste, as that term is defined under 40 C.F.R. Part 261 or any state equivalent, that requires or required a Governmental Permit pursuant to Section 3005 of RCRA or (ii) any underground storage tank or surface impoundment or landfill or waste pile.

Section 5.19 Employee Relations. The Company has complied, in all material respects, with all applicable Requirements of Law that relate to prices, wages, hours, discrimination in employment and collective bargaining and is not liable for any arrears of wages or any Taxes or penalties for failure to comply with any of the foregoing. The Company is not a party to, affected by and has not been threatened in writing or, to the Knowledge of the Executives, otherwise threatened with, any dispute or controversy with a union or with respect to unionization or collective bargaining involving its employees. There has not been any union organizing or election activities involving any non-union employees of the Company since June 30, 2005 and, to the Knowledge of the Executives, none are threatened.

Section 5.20 Customers and Suppliers. Set forth on Schedule 5.20 is a list of names and addresses of the ten largest customers and the ten largest suppliers (in each case, measured by dollar volume of purchases or sales but not including up-front installation and implementation fees) of the Company and the percentage of the business of the Company which each such customer or supplier represents or represented during the fiscal year ended December 31, 2006 and the period from January 1, 2007 through October 31, 2007. Except for customers that are both customers of Parent and the Company and who may change their business relationship from the Company to Parent (or vice versa) after the Closing, there has been no termination of, or, to the Knowledge of the Executives, threatened termination, cancellation or material limitation of, or any material modification or change in, the business relationship of the Company with any of the ten largest customers listed on Schedule 5.20 or whose purchases individually or in the aggregate are material to the operations of the Company's business or with any supplier listed on Schedule 5.20 or whose sales individually or in the aggregate are material to the operations of the Company's business.

Section 5.21 Availability of Assets. The assets owned, leased or licensed by the Company constitute all the assets and properties used in, or necessary for, the operation of the business of the Company (including all books, records, computers and computer programs and data processing systems), and all such assets are in good condition (subject to normal wear and tear and

obsolesce) and, except for immaterial amounts of assets or properties being repaired in the ordinary course of the Company's business, consistent with past practice, serviceable condition, in all material respects.

Section 5.22 Accounts Receivable. All accounts receivable of the Company have arisen from bona fide transactions in the ordinary course of business and the Company's reserves for doubtful accounts have been established in accordance with United States generally accepted accounting principles.

Section 5.23 Product Liabilities. (a) Since June 30, 2005, the Company has not received a written claim for or based upon a material breach of product warranty or product specifications or any other written allegation of liability resulting from the sale of its products or the provision of services and, to the Knowledge of the Executives, there is no basis for any such claim. The products sold or delivered (including the features and functionality offered thereby) or services rendered by the Company comply, in all material respects, with (i) all Requirements of Law (and enable customers to so comply when used as intended) and (ii) to the Knowledge of the Executives, all contractual requirements, covenants or express or implied warranties applicable thereto, copies of which have previously been made available to Parent.

(b) Schedule 5.23(b) contains a list of products and services of the Company in development and planned introductions, together with a list of products and services that are currently planned to be discontinued.

(c) The Company's customer contracts currently in effect do not contain any term or provision that (i) requires the Company: (1) to deliver the source-code for any software product to any third party; (2) to provide maintenance, support or other services to any customer free of charge for any period of time (other than for a period not to exceed one year following the installation of a system); (3) to deliver any material modification to or materially enhanced functionality for any software product (other than updates), which, individually would result in costs in excess of $25,000 or, costs in excess of $200,000 in the aggregate; (4) to deliver a new or next generation product; or (5) to provide future discounts or fixed rates on future hardware and/or software purchase by the customer, or (ii) prevents or restricts the Company from ceasing to provide support for any product after the end of the then current term of the customer agreement.

Section 5.24 Transactions with Affiliates. (a) For purposes of this Section 5.24, the term "Affiliated Person" means (i) any holder of more than two percent (2%) of the Fully Diluted Share Number, as of the Closing Date, (ii) any director or officer of the Company, (iii) any Person that directly or indirectly controls, is controlled by or is under common control with the Company or (iv) any member of the immediate family of any of such Persons and any Person that directly or indirectly controls, is controlled by or is under common control with any such immediate family member.

(b) Since June 30, 2005, the Company has not, in the ordinary course of business or otherwise, (i) purchased, leased or otherwise acquired any property or assets or obtained any services from (except with respect to remuneration for services rendered in the ordinary course of business as director, officer or employee of the Company), (ii) sold, leased or otherwise disposed of any

property or assets or provided any services to, (iii) entered into or modified in any manner any contract with or (iv) borrowed any money from, or made or forgiven any loan or other advance (other than expenses or similar advances made in the ordinary course of business) to, any Affiliated Person.

(c) (i) The contracts of the Company do not include any obligation or commitment between the Company, on the one hand, and any Affiliated Person, on the other hand, (ii) the assets of the Company do not include any receivable or other obligation or commitment from an Affiliated Person to the Company except for those obligations or commitments incurred in the ordinary course of business and (iii) the liabilities of the Company do not include any payable or other obligation or commitment from the Company to any Affiliated Person except for such obligations or commitments incurred in the ordinary course of business.

(d) To the Knowledge of the Executives, no Affiliated Person of the Company is a party to any contract with any customer or supplier of the Company that affects in any adverse manner the business of the Company. To the Knowledge of the Executives, no person employed by the Company is an immediate family member of any officer or director of the Company.

Section 5.25 Certain Business Practices and Regulations. (a) The Company has operated its business in compliance in all material respects with all Requirements of Law and all contractual requirements that regulate or limit the maintenance, use or transmission of medical records, patient information or other personal information made available to or collected by the Company in connection with the operation of its business and has implemented all confidentiality, security and other protective measures required by those Requirements of Law and contractual requirements and have implemented all such measures required by the Standards for Privacy of Individually Identifiable Health Information, Security Standards and Standards for Electronic Transactions and Code Sets promulgated under the Health Insurance Portability and Accountability Act of 1996. With respect to privacy and security commitments for personally identifiable information maintained by the Company (the " Privacy Commitments"), (i) the Company is in compliance in all material respects with the Privacy Commitments; (ii) the transactions contemplated by this Agreement will not violate any of the Privacy Commitments (provided, that, the Company is not making any representation regarding Parent); (iii) the Company has not received inquiries from the Federal Trade Commission or any other Governmental Body regarding the Privacy Commitments; and (iv) the Privacy Commitments have not been rejected by any applicable certification organization which has reviewed such Privacy Commitment or to which any such Privacy Commitment has been submitted. The Company has entered into "business associate" agreements with all of its customers and suppliers in accordance with applicable Requirements of Law.

(b) All Personal Data that the Company has shared, or will share, with Parent, or that will be transferred to Parent pursuant to the terms of this Agreement, has been collected, maintained and used by the Company at all times in compliance with (i) the requirements of the Privacy Commitments and Requirements of Law, (ii) the requirements of contracts to which the Company is a party and (iii) policies and practices relating to Personal Data that the Company has communicated to Persons about whom the Personal Data relates (" Data Subjects"). When the Company has changed its policies or practices relating to Personal Data, the

Company has, to the extent required by the applicable policy in effect prior to the change, provided notice to the affected Data Subjects prior to using the Personal Data relating to them in a manner inconsistent with the policy or practice previously communicated to the Data Subjects. The Company's transfer of Personal Data to Parent pursuant to the terms of this Agreement will not breach any of the Company's obligations under the Privacy Commitments and Requirements of Law, contracts to which the Company is a party, or policies relating to Personal Data that the Company has communicated to Data Subjects (the Company is not making any representation regarding actions by Parent).

(c) Since January 1, 2001, none of the Company or any of its officers, directors, employees, or, to the Knowledge of the Executives, agents, consultants, or any other person acting on behalf of the Company (i) has been charged with or convicted of any criminal offense relating to the delivery of an item or service under Medicare, Medicaid or other Federal Health Care Program; (ii) has been debarred, excluded or suspended form participation in Medicare, Medicaid or other Federal Health Care Program; or (iii) has had a civil monetary penalty assessed against it, him or her under Section 1128A of the Social Security Act.

(d) None of the Company or any of its officers, directors, employees, or, to the Knowledge of the Executives, agents consultants, or any other person acting on behalf of the Company (i) is currently listed on the General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs; or (ii) to the Knowledge of the Executives is the target or subject of any current or potential investigation relating to any Medicare, Medicaid or other Federal Health Care Program-related offense.

(e) None of the Company or any of its respective officers, directors, employees, or, to the Knowledge of the Executives, agents, consultants or any other Person acting on behalf of the Company has since January 1, 2000, engaged in any activity that is in violation of the federal Medicare or federal or state Medicaid statutes, Sections 1128, 1128A, 1128B, 1128C or 1877 of the Social Security Act (42 U.S.C. §§ 1320a-7, 1320a-7a, 1320a-7b, 1320a-7c and 1395nn), the federal TRICARE statute (10 U.S.C. § 1071 et seq.), the civil False Claims Act (31 U.S.C. § 3729 et seq.), criminal false claims statutes (e.g., 18 U.S.C. §§ 287 and 1001), the Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), the anti-fraud and related provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations or other federal or state laws and regulations.

(f) The Company has not engaged in any activity constituting fraud or abuse under any Requirements of Law relating to healthcare insurance or reimbursement, and no payments of either cash or other consideration to any person by or on behalf of the Company has been made in violation of any applicable Requirements of Law.

Section 5.26 No Finder. Neither the Company nor any Person acting on the Company's behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

Section 5.27 Takeover Statutes and Charter Provisions. To the Knowledge of the Executives, no state takeover statutes or takeover charter or bylaw provisions are applicable to this Agreement, the Parent Ancillary Agreements, the Buyer Ancillary Agreements or the Stockholder Representative Ancillary Agreements or the transactions contemplated hereby or thereby.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF PARENT

As an inducement to the Stockholder Representative and the Selling Parties to enter into this Agreement and to consummate the transactions contemplated hereby, Parent hereby represents and warrants to the Stockholder Representative and the Selling Parties as follows:

Section 6.1 Organization.

(a) Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Parent has full power and authority to own or lease and operate and use its properties and assets and to carry on its business as now conducted. Parent is duly qualified to transact business as a foreign corporation and is in good standing in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to so qualify or be in good standing would not have or would not reasonably be expected to have a material adverse effect on Parent and its subsidiaries, taken as a whole.

(b) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has full power and authority to own or lease and operate and use its properties and assets and to carry on its business as now conducted. Buyer is duly qualified to transact business as a foreign corporation and is in good standing in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to so qualify or be in good standing would not have or would not reasonably be expected to have a material adverse effect on Buyer and its subsidiaries, taken as a whole.

Section 6.2 Authority; Conflicts. (a) Parent has all requisite power and authority to execute, deliver and perform this Agreement and each of the Parent Ancillary Agreements. The execution, delivery and performance of this Agreement and the Parent Ancillary Agreements by Parent have been duly authorized and approved by its Board of Directors and do not require any further authorization or consent of Parent or its stockholders. This Agreement has been duly authorized, executed and delivered by Parent and (assuming the valid authorization, execution and delivery of this Agreement by the Stockholder Representative and each Selling Party) is the legal, valid and binding obligation of Parent enforceable in accordance with its terms, and each of the Parent Ancillary Agreements has been duly authorized by Parent and upon execution and delivery by Parent will be (assuming the valid authorization, execution and delivery by the Stockholder Representative and each Selling Party) a legal, valid and binding obligation of Parent enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(b) Buyer has all requisite power and authority to execute, deliver and perform this Agreement and each of the Buyer Ancillary Agreements. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by its Board of Directors and do not require any further authorization or consent of Buyer or its stockholders. This Agreement has been duly authorized, executed and delivered by Buyer and (assuming the valid authorization, execution and delivery of this Agreement by the Stockholder Representative and each Selling Party) is the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, and each of the Buyer Ancillary Agreements has been duly authorized by Buyer and upon execution and delivery by Buyer will be (assuming the valid authorization, execution and delivery by the Stockholder Representative and each Selling Party) a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(c) Except as set forth on Schedule 6.2(c), neither the execution and delivery of this Agreement or any of the Parent Ancillary Agreements by Parent nor the consummation of any of the transactions contemplated hereby or thereby by Parent, including the Section 253 Merger, nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Parent will:

(i) conflict with, result in a breach of the terms, conditions or provisions of or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under or result in the creation or imposition of any Encumbrance upon any of Parent's assets, under (1) Parent's certificate of incorporation or bylaws of Parent, (2) any note, instrument, mortgage, agreement, lease, license franchise, permit or financial obligation to which Parent is a party or any of its assets or business is subject or by which Parent is bound, (3) any Court Order to which Parent is a party or by which any of its assets or business is subject or by which Parent is bound or (4) any Requirements of Law affecting Parent or its assets or business, other than any such conflicts, breaches, defaults or rights that, individually or in the aggregate, would not impair the ability of Parent to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by Parent of any declaration, filing or registration with, any Governmental Body, except as provided under the HSR Act.

(d) Except as set forth on Schedule 6.2(d), neither the execution and delivery of this Agreement or any of the Buyer Ancillary Agreements by Buyer nor the consummation of any of the transactions contemplated hereby or thereby by Buyer, including the Section 253 Merger, nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Buyer will:

(i) conflict with, result in a breach of the terms, conditions or provisions of or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under or result in the creation or imposition of any Encumbrance upon any of Buyer's assets, under (1) Buyer's certificate of incorporation or bylaws of Buyer, (2) any note, instrument, mortgage, agreement, lease, license franchise, permit or financial obligation to which Buyer is a party or any of its assets or business is subject or by which Buyer is bound, (3) any Court Order to which Buyer is a party or by which any of its assets or business is subject or by which Buyer is bound or (4) any Requirements of Law affecting Buyer or its assets or business, other than any such conflicts, breaches, defaults or rights that, individually or in the aggregate, would not impair the ability of Buyer to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any Governmental Body, except as provided under the HSR Act.

Section 6.3 Financing. Parent presently has, or has access to, and will have at the Closing sufficient funds, in cash, to pay the Purchase Price and all other amounts payable by Parent under this Agreement at the Closing together with all fees and expenses of Parent at the Closing associated with the transactions contemplated hereby.

Section 6.4 No Finder. Neither Parent nor Buyer nor any Person acting on behalf of Parent or Buyer has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

ARTICLE VII
ADDITIONAL AGREEMENTS

Section 7.1 Section 253 Merger. Immediately following the Closing, Parent and Buyer shall take all actions reasonably required to effect the Section 253 Merger in accordance with applicable law upon terms of an Agreement and Plan of Merger in a form reasonably acceptable to the Stockholder Representative.

Section 7.2 Employees and Employee Plans. For all purposes under the employee benefit plans of Parent and its Affiliates providing benefits after the Closing Date to employees of the Company, each Person who is as of the Closing Date an employee of the Company shall be credited with his or her years of service with the Company before the Closing Date, to the same extent as such Person was entitled, before the Closing Date, to credit for such service under any similar Company Plans (such Company Plans, collectively the " Old Plans"), except to the extent such credit would result in a duplication of benefits or an accrual of benefits for any period prior to the Closing Date. In addition, and without limiting the generality of the foregoing: (i) each such Person shall be immediately eligible to participate, without any waiting time, in any and all employee benefit plans sponsored by Parent or the Company to the extent coverage under such plan replaces the coverage under a comparable Company Plan in which such Person participated immediately before the Closing Date (such plans, collectively, the "New Plans"); and (ii) for purposes of

each New Plan providing medical, dental, pharmaceutical or vision benefits to any such Person, Parent shall cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents, in each case with respect to conditions eligible for coverage under the Old Plans immediately prior to the Closing, and Parent shall cause any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Old Plan ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan. Nothing in this Agreement shall be interpreted as the establishment or amendment by Parent of any employee benefit plan, program or arrangement.

Section 7.3 Tax Matters. The following provisions shall govern the allocation of responsibility for certain tax matters following the Closing Date:

(a) Responsibility for Filing Tax Returns. Parent shall prepare or cause to be prepared and file or cause to be filed all Income Tax Returns with respect to Pre-Closing Taxes for the Company that are due after the Closing Date. Parent shall permit the Stockholder Representative to review and comment on each such Income Tax Return described in the preceding sentence prior to filing and shall consider in good faith revisions to such Income Tax Returns as are reasonably requested by the Stockholder Representative.

(b) Refunds and Tax Benefits. Any Income Tax refunds that are received by Parent, Buyer or the Company, and any amounts credited against Income Tax for which Parent, Buyer or the Company is liable, that, in each case, relate to Income Tax periods or portions thereof ending on or before the Closing Date (except for (i) amounts credited as a result of the net operating loss carry forwards as of December 31, 2006 or losses generated after December 31, 2006 and (ii) refunds or credits reflected in the Valuation Date Working Capital) shall be distributed to each Stockholder and Option Holder (other than a Stockholder that holds Dissenters' Shares) in accordance with each such Person's Pro Rata Share.

(c) Cooperation on Tax Matters. (i) Parent, Buyer, the Selling Parties and the Stockholder Representative shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Section 7.3 and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Parent, Buyer, the Selling Parties and the Stockholder Representative agree (A) to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Parent, Buyer or the Stockholder Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other parties reasonable written notice prior to transferring, destroying or discarding any such books and records and, if one of the parties so requests, Parent, Buyer the Selling Parties, and the Stockholder Representative, as the case may be, shall allow the other party to take possession of such books and records.

(i) Parent, Buyer, the Selling Parties and the Stockholder Representative further agree, upon request, to use their commercially reasonable efforts to obtain any certificate or other document from any governmental authority or any Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

(ii) Parent, Buyer, the Selling Parties and the Stockholder Representative further agree, upon request, to provide the other parties with all information that any party may be required to report pursuant to Code Section 6043A, or Treasury Regulations promulgated thereunder.

Section 7.4 Indemnification of Directors and Officers. (a) The Company has obtained a director and officer liability insurance coverage policy providing for six (6) years of "tail" coverage with respect to matters occurring prior to the Closing (the " Tail Policy"), the expense of which shall be an Acquisition Expense of the Company for all purposes of this Agreement. Parent and Buyer shall not take any action to cancel or terminate the Tail Policy.

(b) Parent shall reimburse one-half of any deductible provided for under the Tail Policy; provided, that Parent is promptly notified of a claim made under the Tail Policy and is kept reasonably informed on the status and resolution thereof (including being provided with documentation related thereto).

Section 7.5 Noncompetition and Nonsolicitation. (a) Each Selling Party understands and acknowledges that such Selling Party has had access to and has learned (a) information proprietary to the Company with respect to the Business and (b) other information proprietary to the Company, including, without limitation, trade secrets, processes, patent and trademark applications, product development, price, customer and supply lists, pricing and marketing plans, policies and strategies, details of client and consultant contracts, operations methods, product development techniques, business acquisition plans and all other confidential information with respect to the Business (collectively, " Proprietary Information"). Each Selling Party agrees that, from and after the Closing for a period of five (5) years after the Closing Date, such Selling Party (i) will keep confidential all Proprietary Information, (ii) will not, directly or indirectly, disclose any Proprietary Information to any third party or use any Proprietary Information in any way and (iii) will not, directly or indirectly, misuse, misappropriate or exploit any Proprietary Information in any way. The restrictions contained in this Section 7.5(a) shall not apply to any information which (x) is at the Closing or thereafter becomes available to the public other than as a result of a disclosure, directly or indirectly, by a Selling Party, or (y) is required to be disclosed by applicable requirements of law; provided, that, in such event, the Selling Party making such disclosure shall use reasonable best efforts to give reasonable advance notice of such requirement to Parent to enable Parent or the Company to seek a protective order or other appropriate remedy with respect to such disclosure.

(b) Each of the Selling Parties set forth in Schedule 7.5(b) further agrees that, from and after the Closing for a period of two (2) years after the Closing Date, each such Selling Party shall not, directly or indirectly: (a) deliberately take any action that would interfere with (i) any contractual or customer relationship of the Company or its Affiliates in respect of the Business or (ii) any relationship of the Company or its Affiliates with its respective employees in respect of the Business or (b) solicit the services of (as employee, consultant or otherwise) or seek to cause to leave the employ of the Company or any of its Affiliates any employee of the Company during employment of such employee by the Company or its Affiliates; provided, however, that an employee shall be deemed not to have been solicited if (i) such employee responded to a general solicitation not targeted to such employee, or (ii) such solicitation does not occur until at least ninety (90) days after such employee's employment has been terminated.

(c) Notwithstanding anything to the contrary contained herein, in the event a Selling Party violates any of its obligations under this Section 7.5, Parent or the Company may proceed against such Selling Party in law or in equity for such damages or other relief as a court may deem appropriate. Each Selling Party acknowledges that a violation of this Section 7.5 would cause Parent and the Company irreparable harm which may not be adequately compensated for by money damages. Each Selling Party therefore agrees that in the event of any actual or threatened violation of this Section 7.5, Parent or the Company shall be entitled, in addition to other remedies that it may have, to a temporary restraining order and to preliminary and final injunctive relief against a Selling Party to prevent any violations of this Section 7.5, without the necessity of posting a bond. The prevailing party in any action commenced under this Section 7.5 shall also be entitled to receive reasonable attorneys' fees and court costs. It is the intent and understanding of each party hereto that if, in any action before any court or agency legally empowered to enforce this Section 7.5, any term, restriction, covenant or promise in this Section 7.5 is found to be unreasonable and for that reason unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such court or agency.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Indemnification for the Benefit of Parent. (a) Each Selling Party agrees, severally but not jointly, to indemnify and hold harmless each Parent Group Member from and against any and all Losses and Expenses suffered, incurred or sustained by such Parent Group Member relating to, in connection with or arising from (i) any breach of any warranty or the inaccuracy of any representation of such Selling Party contained in Article IV of this Agreement and (ii) any breach by such Selling Party of any of its covenants and agreements hereunder, or any failure of such Selling Party to perform any of its obligations, in this Agreement; provided, however, that the maximum aggregate amount required to be paid by any Selling Party pursuant to this Section 8.1(a) shall not exceed the aggregate proceeds paid to such Selling Party pursuant hereto. The representations in Article IV and the indemnification provided in this Section 8.1(a) shall survive until the expiration of any applicable statute of limitations.

(b) The Selling Parties agree, jointly and severally (except as set forth in Section 8.6), to indemnify and hold harmless each Parent Group Member from and against any and all Losses and Expense suffered, incurred or sustained by any such Parent Group Member in connection with or arising from:

(i) any breach by the Stockholder Representative of any of its covenants hereunder, or any failure of the Stockholder Representative to perform any of its obligations, in this Agreement;

(ii) any breach of any warranty or the inaccuracy of any representation of the Selling Parties (other than those in Article IV) or the Stockholder Representative contained or referred to in this Agreement or any certificate delivered by or on behalf of the Selling Parties, the Stockholder Representative and the Company pursuant hereto;

(iii) the payment by the Company of Acquisition Expenses incurred by the Company, or for which the Company is liable, at or prior to the Closing that are not deducted from the calculation of the Purchase Price or deducted in determining the Valuation Date Working Capital and the existence of any amounts owed to Parent pursuant to Section 2.2;

(iv) any Pre-Closing Taxes or Transfer Taxes; provided, however, that a Parent Group Member shall be indemnified only to the extent that such Taxes are in excess of the amount, if any, reserved for such Taxes and taken into account in calculating the Valuation Date Working Capital; or

(v) any Losses and Expenses incurred by any Parent Group Member in connection with or arising from the exercise of appraisal rights pursuant to the DGCL by Stockholders pursuant to the Section 253 Merger (including all Losses and Expenses associated with any appraisal proceedings and all amounts determined to be payable to any such holders pursuant to the DGCL) to the extent that such Losses and Expenses exceed the product of (x) the number of Dissenters' Shares and (y) the amount of per share consideration that the holders of such Dissenters' Shares would have received pursuant to this Agreement if such Dissenters' Shares were sold to Buyer hereunder (which, for the avoidance of doubt, includes the Per Share Closing Payment, the Per Share Working Capital Payment times 0.95, the Per Share Administrative Refund and a Pro Rata Share of any escrow payment to Stockholders pursuant to the Escrow Agreement);

provided, however, that Parent Group Members shall be indemnified and held harmless under clause (ii) of this sentence with respect to Loss and Expense incurred by Parent Group Members (other than Loss and Expense incurred as a result of inaccuracies of the representations and warranties contained in Sections 5.1(a), 5.2, 5.3, 5.7, 5.12 or 5.26 hereof, as to which this proviso shall have no effect) only if (A) the amount of such Loss and Expense related to an individual claim, fact or occurrence or any series of related claims, facts or occurrences exceeds $10,000 (the " Mini-Basket"), but, if in excess of such amount, then for the entire amount of such Loss and Expense without deduction and (B) the aggregate amount of such Loss and Expense exceeds $370,000 (it being understood that such amount shall be a deductible at or below which Parent Group Members shall not be entitled to indemnification pursuant to Section 8.1(b)(ii)) (the "Deductible"). In order to determine whether a breach or inaccuracy of any representation or warranty (or

failure of any representation or warranty to be true and correct) referred to in Section 8.1(b)(ii) hereof has occurred or the amount of any Loss or Expense (other than with respect to Section 5.6), all qualifications or exceptions included in such representations or warranties relating to materiality (including the words "material" or "Material Adverse Effect"), material adverse change or similar qualifications shall be disregarded; provided, however, that any materiality standards or qualifications that are inherent in generally accepted accounting principles as applied in the United States shall not be disregarded.

(c) The indemnification provided for in Section 8.1(b) shall terminate on the first anniversary of the Closing Date (and no claims shall be made by any Parent Group Member under Section 8.1(b) thereafter), except that the indemnification of Parent Group Members shall continue as to:

(i) the representations and warranties set forth in Sections 5.1(a), 5.2, 5.3 and 5.26 hereof, as to all of which no time limit shall apply;

(ii) the representations and warranties set forth in Section 5.18 and the covenants of the Stockholder Representative set forth in Sections 11.1 and 11.12, as to which the indemnification provided for in Section 8.1(b) shall survive until the third anniversary of the Closing Date;

(iii) the representations and warranties set forth in Sections 5.7 and 5.12 hereof and the indemnification provided in Section 8.1(b)(i) and 8.1(b)(iv) hereof, as to which the indemnification provided for in Section 8.1(b) shall survive for the applicable statute of limitations; and

(iv) any Loss or Expense of which any Parent Group Member has notified the Stockholder Representative in accordance with the requirements of Section 8.3 on or prior to the date such indemnification would otherwise terminate in accordance with this Section 8.1, as to which the right of the Parent Group Member to be indemnified with respect to such Loss or Expense shall continue until the liability shall have been determined pursuant to this Article VIII and all Parent Group Members shall (to the extent ultimately determined to be entitled) have been reimbursed for such Loss and Expense in accordance with this Article VIII.

(d) Except with respect to claims for Losses and Expenses incurred by any Parent Group Member in connection with or arising from any breach or inaccuracy of any representation or warranty or the inaccuracy of any representation of the Company contained in Sections 5.1(a), 5.2, 5.3, 5.7, 5.12 or 5.26 hereof, the maximum amount of Losses and Expenses eligible for indemnification claims pursuant to Section 8.1(b)(i) (other than in respect of the Stockholder Representative's covenants and obligations contained in Sections 2.1, 2.2 or 8.5(c)) or Section 8.1(b)(ii) hereof shall not exceed an amount equal to 7.5% of the Cash Purchase Price (the "Cap"); provided, further, that fifty percent (50%) of any Losses and Expenses indemnified for pursuant to Section 8.1(b)(v) shall be counted against the Cap.

(e) In no event shall the Losses and Expenses payable pursuant to Article VIII (other than for any breach or inaccuracy of the representations or warranties contained in Article IV) exceed fifty percent (50%) of the Purchase Price.

Section 8.2 Indemnification for the Benefit of the Stockholders. Parent agrees to indemnify and hold harmless each Seller Indemnified Party from and against any and all Losses and Expenses suffered, incurred or sustained by any such Seller Indemnified Party in connection with or arising from:

(i) any breach by the Parent or Buyer of any of their covenants hereunder, or any failure of the Parent or Buyer (at any time) to perform any of their obligations, in this Agreement; and

(ii) any breach of any warranty or the inaccuracy of any representation of the Parent or Buyer contained or referred to in this Agreement or any certificate delivered by or on behalf of Parent or Buyer pursuant hereto.

Section 8.3 Notice of Claims by Parent Group Members. (a) Any Parent Group Member seeking indemnification hereunder shall give to the Stockholder Representative a written notice (a "Claim Notice") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, or, if not known, an estimated amount, with an explanation of the basis for calculating such amount, and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon which such claim is based. A Claim Notice in respect of any action at law or suit in equity by or against a third Person as to which indemnification will be sought shall be given promptly after the action or suit is commenced. The failure of any Parent Group Member to give the Claim Notice promptly as required by this Section 8.3 shall not affect such Parent Group Member's rights under this Article VIII except to the extent such failure is actually prejudicial to the rights and obligations of the Stockholder Representative.

(b) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which a Parent Group Member shall be entitled under this Article VIII shall be determined: (i) by the written agreement between the Parent Group Member and the Stockholder Representative; (ii) by a final judgment or decree of any court of competent jurisdiction; (iii) by an Award; or (iv) by any other means to which the applicable Parent Group Member and the Stockholder Representative shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined.

Section 8.4 Notice of Claims by Seller Group Members. (a) Any Seller Indemnified Party seeking indemnification hereunder shall give to Parent a Claim Notice describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim or, if not known, an estimated amount, with an explanation of the basis for calculating such amount, and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon

which such claim is based. A Claim Notice in respect of any action at law or suit in equity by or against a third Person as to which indemnification will be sought shall be given promptly after the action or suit is commenced. The failure of any Seller Indemnified Party to give the Claim Notice promptly as required by this Section 8.4 shall not affect such Seller Indemnified Party's rights under this Article VIII except to the extent such failure is actually prejudicial to the rights and obligations of Parent.

(b) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which a Seller Indemnified Party shall be entitled under this Article VIII shall be determined: (i) by the written agreement between the Seller Indemnified Party and Parent; (ii) by a final judgment or decree of any court of competent jurisdiction; (iii) by an Award; or (iv) by any other means to which the applicable Seller Indemnified Party and Parent shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined.

Section 8.5 Third Person Claims. (a) In order for a Seller Indemnified Party or a Parent Group Member (the " Indemnified Party") to be entitled to any indemnification provided for under Section 8.1 or 8.2 in respect of, arising out of or involving a Claim made by any Person against the Indemnified Party (a "Third Party Claim"), such Indemnified Party must notify the party with the indemnification obligation (the " Indemnifying Party") in writing (and in reasonable detail) of the Third Party Claim promptly following receipt by such Indemnified Party of notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within five (5) business days' time after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim provided, however, that failure to give such copies or notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure.

(b) If a Third Party Claim is made against an Indemnified Party, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party shall not, as long as the Indemnifying Party diligently conducts such defense, be liable to the Indemnified Party for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate for the same counsel to represent both the Indemnified Party and the Indemnifying Party under applicable standards of professional conduct based upon the written advice of counsel, then the Indemnified Party shall be entitled to retain its own counsel, as well as local counsel in each jurisdiction for which the Indemnified Party reasonably determines such local counsel is required, at the expense of the Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that

the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof. If the Indemnifying Party chooses to defend or prosecute a Third Party Claim, all the Indemnified Parties shall reasonably cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnified Party shall be reimbursed for all reasonable out-of-pocket costs incurred in the course of such assistance.

(c) If the Indemnifying Party assumes the defense of a Third Party Claim, (i) no compromise or settlement of such Third Party Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed, unless (A) there is no finding or admission of any violation of any Requirement of Law or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; (ii) the Indemnified Party will have no liability with respect to any compromise or settlement of such claims effected without its prior written consent when such consent is required hereunder; and (iii) no compromise or settlement of such Third Party Claim may be effected by the Indemnified Party without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld or delayed. If a Claim Notice is given to an Indemnifying Party of the commencement of any Third Party Claim and the Indemnifying Party does not, within 20 days after the Indemnified Party's Claim Notice is given, give written notice to the Indemnified Party of its election to assume the defense of such Third Party Claim, the Indemnifying Party will be deemed to have waived the right to assume such defense; provided, however, that the Indemnifying Party shall not be precluded from otherwise participating in such Third Party Claim as permitted by this Section 8.5(c). Notwithstanding the foregoing, if a Parent Group Member is an Indemnified Party, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the reasonable fees and expenses of counsel incurred by the Indemnified Party in defending such Third Party Claim) if (i) the Third Party Claim seeks an order, injunction or other equitable relief against the Indemnified Party, (ii) the Third Party Claim could reasonably be expected to materially affect the business or operations of Parent, the Company or their Affiliates or (iii) the Indemnified Party determines in good faith that it could have greater monetary liability in respect of such Third Party Claim than the Indemnifying Party based upon the limitations contained in this Article VIII.

Section 8.6 Indemnification Escrow Amount as Security; Set-Off. Any amount of indemnification that a Parent Group Member is determined to be entitled to be paid pursuant to Section 8.1(b) shall, first, be set off against the Indemnification Escrow Amount. Subject to the limitations set forth in Section 8.1(d), to the extent that the amount of Loss and Expense to be indemnified pursuant to Section 8.1(b) exceeds the amount of the Indemnification Escrow Amount or if the Indemnification Escrow Amount has been distributed to the Selling Parties, (i) each Selling Party hereby agrees, severally and not jointly, to indemnify, defend and hold harmless each Parent Group Member from and against any and all Loss or Expense incurred by such Parent Group Member for such

Selling Party's Pro Rata Share of the amount by which such indemnifiable obligations exceed, individually or in the aggregate, the Indemnification Escrow Amount then remaining, if any, and the amount of such excess Losses and Expenses shall be paid directly to the appropriate Parent Group Member and (ii) each Parent Group Member entitled to such indemnification agrees to use its reasonable efforts to pursue such claim against more than one Selling Party including serving each such Selling Party with process in connection with any action with respect to such Selling Party's indemnification obligations pursuant to Section 8.1(b).

Section 8.7 Indemnification Payments. (a) The Parties hereto agree to treat all payments made pursuant to this Article VIII as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof, except to the extent that the laws of a particular jurisdiction require otherwise.

(b) Payments that a Person is entitled to receive pursuant to this Article VIII shall be (i) reduced to take account of any net Tax benefit actually realized by such Person or any Affiliate thereof arising from the incurrence or payment of any such indemnified amount and (ii) in an amount which is sufficient to compensate the Indemnified Party for the amount of such Loss or Expense, after taking into account all net increases in federal, state, local, foreign or other Taxes payable by such Parent Group Member as a result of the receipt of such payment (by reason of such payment being included in income, resulting in a reduction of Tax basis, or otherwise increasing such Taxes payable by such Indemnified Party at any time).

(c) All payments made pursuant to this Article VIII shall be net of any amount for which reimbursement is actually received by the Parent Group Member pursuant to insurance policies or third party payments by virtue of indemnification or subrogation.

Section 8.8 No Special Damages. No party shall have any liability for punitive, consequential, incidental or special damages arising out of or resulting from the inaccuracy of any representation or the breach of any warranty contained in this Agreement except if such damages (i) are payable to a third Person or (ii) constitute reasonably foreseeable consequential damages.

Section 8.9 Sole Remedy. If the Closing occurs, other than (i) rights to equitable relief or (ii) claims for fraud, the sole remedy available to an Indemnified Party for the occurrence of any event described in this Article VIII or for breaches of, under or with respect to this Agreement shall be limited to the rights set forth in this Article VIII. To the extent that the Losses and Expenses arising from a claim for fraud exceed the Cap, the party that caused such fraud shall be solely responsible for such excess Losses and Expenses, without respect to the Mini-Basket, Deductible or any provision limiting the liability of such party to its Pro Rata Share of any Losses and Expenses.

ARTICLE IX
STOCKHOLDER REPRESENTATIVE MATTERS

Section 9.1 Appointment. (a) In order to efficiently (i) administer the obligations specified in Sections 2.1 and 2.2, including the determination of the Valuation Date Working Capital, and in Article VIII and (ii) represent the interests of the Selling

Parties with respect to all matters arising under this Agreement, the Escrow Agreement and all agreements, instruments and documents being or to be executed and delivered by the Stockholder Representative under this Agreement (the "Stockholder Representative Ancillary Agreements"), (A) each Selling Party appoints the Stockholder Representative as agent for such Selling Party and as such Selling Party's true and lawful attorney-in-fact effective as of the date hereof, with full power and authority in such Selling Party's name and on such Selling Party's behalf to (w) act according to the terms of this Agreement and the Stockholder Representative Ancillary Agreements in the absolute discretion of the Stockholder Representative, (x) execute and deliver all amendments, waivers, ancillary agreements, stock powers, certificates and documents the Stockholder Representative deems necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement; provided, however, that, notwithstanding the forgoing, the Stockholder Representative shall not have the right to execute any amendments, waivers, ancillary agreements or other documents amending this Agreement that would have the effect of treating any Selling Party disproportionately under this Agreement from any or all of the other Selling Parties or amend or alter this Section 9.1, (y) represent such Selling Party and such Selling Party's successors with respect to all matters arising under this Agreement and the Stockholder Representative Ancillary Agreements and (z) in general do all things and to perform all acts, including executing and delivering any agreements, certificates, receipts, instructions, notices or instruments contemplated by or deemed advisable in connection with this Agreement or any Stockholder Representative Ancillary Agreement and (B) the Stockholder Representative agrees to act as the representative, agent and attorney-in-fact of each Selling Party. Each Selling Party agrees, that (i) all actions taken by the Stockholder Representative under this Agreement or any Stockholder Representative Ancillary Agreement shall be binding upon such Selling Party and such Selling Party's successors as if expressly confirmed and ratified in writing by such Selling Party and (ii) any and all rights or remedies that such Selling Party desires to exercise, and actions such Selling Party desires to take, under or pursuant to this Agreement, the Escrow Agreement or the other agreements contemplated hereby, shall only be taken by a Selling Party through the Selling Party Representative.

(b) The power of attorney and all authority conferred under Section 9.1(a) shall be irrevocable and coupled with an interest and shall not be terminated by any act of any Selling Party, by operation of law, by such Selling Party's death or disability or any other event. Without limiting the foregoing, the power of attorney shall be to ensure the performance of a special obligation and, accordingly, each Selling Party renounces such Selling Party's right to renounce this power of attorney unilaterally any time before the termination of the Escrow Agreement.

(c) Each Selling Party waives any and all defenses which may be available to contest, negate or disaffirm the action of the Stockholder Representative taken in good faith under this Agreement or any Stockholder Representative Ancillary Agreement.

(d) Notwithstanding the power of attorney granted under Section 9.1(a), no agreement, instrument, acknowledgement or other act or document delivered by a Selling Party in respect of Article IV or pursuant to Section 11.12 shall be ineffective by reason of a Selling Party having signed or given such directly instead of the Stockholder Representative.

(e) The Stockholder Representative shall have the authority under this Agreement or any Stockholder Representative Ancillary Agreement to take any and all actions which the Stockholder Representative believes are necessary or appropriate under this Agreement or any Stockholder Representative Ancillary Agreement for and on behalf of the Selling Parties, including defending all indemnity claims pursuant to Section 8.1 (each, an "Indemnity Claim"), consenting to, compromising or settling all Indemnity Claims, conducting negotiations with Parent and its agents regarding Indemnity Claims, dealing with Parent and the Company under this Agreement and the Stockholder Representative Ancillary Agreements with respect to all matters arising hereunder or thereunder, taking any and all other actions of the Stockholder Representative specified in or contemplated by this Agreement or any of the Stockholder Representative Ancillary Agreements and engaging counsel and accountants in connection with the foregoing matters. Without limiting the generality of the foregoing, each Selling Party grants the Stockholder Representative full power and authority to interpret all the terms and provisions of this Agreement and the Stockholder Representative Ancillary Agreements and to consent to any amendment hereof or thereof on behalf of such Selling Party and its successors. Parent and, after the Closing, the Company shall be entitled to rely upon any document or instrument reasonably believed by them to be genuine, accurate as to content and signed by the Stockholder Representative or its successor.

Section 9.2 Indemnification of Stockholder Representative; Expenses. (a) The Stockholder Representative shall not be liable in connection with the performance by the Stockholder Representative of the Stockholder Representative's duties pursuant to this Agreement or any Stockholder Representative Ancillary Agreement, except for the Stockholder Representative's own willful misconduct as determined pursuant to a final nonappealable adjudication from a court of competent jurisdiction. The Stockholder Representative shall be indemnified and held harmless, jointly and severally, by each Selling Party from all Losses and Expenses that may be incurred by the Stockholder Representative as a result of the Stockholder Representative's performance of the Stockholder Representative's duties under this Agreement or any Stockholder Representative Ancillary Agreement; provided, however, that the Stockholder Representative shall not be entitled to indemnification for Losses and Expenses that result directly and primarily from any action taken or omitted by the Stockholder Representative as a result of the Stockholder Representative's willful misconduct as determined pursuant to a final nonappealable adjudication from a court of competent jurisdiction.

(b) Except as otherwise expressly provided herein, the Stockholder Representative shall be reimbursed for all fees, costs and expenses incurred by the Stockholder Representative in connection with acting in the capacity of representative, agent or attorney-in-fact under this Agreement and the Stockholder Representative Ancillary Agreements (collectively, the "Stockholder Representative Expenses") from the funds in the Administrative Account, if any. In no event shall the Stockholder Representative be required to fund or advance any amounts other than from the funds in the Administrative Account, if any. If from time to time the Stockholder Representative Expenses exceed the funds in the Administrative Account, then upon ten (10) business days notice from the Stockholder Representative to a Selling Party, such Selling Party, on a several and not joint basis, shall promptly remit to the Stockholder Representative for deposit in the Administrative Account such Selling Party's Adjusted Pro Rata Share of such excess amount as specified in such notice.

Section 9.3 Access to Information. The Stockholder Representative shall have reasonable access to information of and concerning any Indemnity Claim and which is in the possession, custody or control of the Company or Parent and the reasonable assistance of Parent's and the Company's officers and employees for purposes of performing the Stockholder Representative's duties under this Agreement or any Stockholder Representative Ancillary Agreement and exercising the Stockholder Representative's rights under this Agreement or any Stockholder Representative Ancillary Agreement, including for the purpose of evaluating any Indemnity Claim against the Indemnification Escrow Amount by Parent; provided, that the Stockholder Representative shall treat confidentially and not disclose any nonpublic information from or concerning any Indemnity Claim to anyone (except to the Stockholder Representative's attorneys, accountants or other advisors, to the Selling Parties, the Selling Parties' attorneys, to the arbitrators appointed to resolve disputes pursuant to this Agreement or any Stockholder Representative Ancillary Agreement, and on a need-to-know basis to other individuals, in each case who are bound to keep such information confidential pursuant to their professional obligations or agree to keep such information confidential pursuant to confidentiality agreements reasonably acceptable to Parent to evidence such obligations).

Section 9.4 Reasonable Reliance. In the performance of the Stockholder Representative's duties under this Agreement or any Stockholder Representative Ancillary Agreement, the Stockholder Representative shall be entitled to rely upon any document or instrument reasonably believed by the Stockholder Representative to be genuine, accurate as to content and signed by any of the Selling Parties, the Company, Buyer or Parent. The Stockholder Representative may assume that any Person purporting to give any notice in accordance with the provisions of this Agreement or any Stockholder Representative Ancillary Agreement has been duly authorized to do so.

Section 9.5 Liability. If the Stockholder Representative is required by the terms of this Agreement or any Stockholder Representative Ancillary Agreement to determine the occurrence of any event or contingency, the Stockholder Representative shall, in making such determination, be liable to the Selling Parties only for the Stockholder Representative's willful misconduct as determined pursuant to a final nonappealable adjudication from a court of competent jurisdiction. In determining the occurrence of any such event or contingency, the Stockholder Representative may request from any Selling Party or any other Person such reasonable additional evidence as the Stockholder Representative in the Stockholder Representative's sole discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and may at any time inquire of and consult with others, including any Selling Party, and the Stockholder Representative shall not be liable to any Selling Party for any damages resulting from the Stockholder Representative's delay in acting hereunder pending the receipt and examination of additional evidence requested by the Stockholder Representative.

Section 9.6 Replacement of Stockholder Representative; Termination. After the Closing Date, the Stockholder Representative may resign at any time by giving 30 days' notice to Parent and the Selling Parties; provided, however, that such resignation shall not be effective unless and until a successor Stockholder Representative has been appointed and accepts such position and the terms of this Agreement and the Stockholder Representative Ancillary Agreements. In such event, Parent and the Stockholder Representative shall appoint a successor Stockholder Representative or, if Parent and the Stockholder Representative are

unable to agree upon a successor Stockholder Representative within 30 days after such notice, the successor Stockholder Representative shall be selected by the Selling Parties that held at least a majority of the Selling Parties' Stock (on an as converted basis) as of immediately prior to the Closing. After the Closing Date, if the Stockholder Representative is unable to perform its obligations under this Agreement (including, if a replacement Stockholder Representative is a natural person, as a result of such person's death) or, in the case of a successor Stockholder Representative that is not a natural Person, becomes bankrupt, insolvent or ceases to exist, then the Selling Parties that held at least a majority of the Selling Parties' Stock (on an as converted basis) as of immediately prior to the Closing shall appoint a successor Stockholder Representative.

Section 9.7 Organization, Power and Authorization of the Stockholder Representative . The Stockholder Representative hereby represents and warrants to Parent and Buyer and agrees as follows:

(a) The Stockholder Representative is duly incorporated or organized, as the case may be, validly existing and is in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be and (ii) has the requisite power and authority necessary to enter into, deliver and perform its obligations pursuant to this Agreement and any ancillary agreement to which it is a party. The Stockholder Representative's execution, delivery and performance of this Agreement and the ancillary agreements to which the Stockholder Representative is a party has been duly authorized and no other actions or proceedings on the part of such Stockholder Representative are necessary to authorize this Agreement and the transactions contemplated hereby.

(b) This Agreement has been duly authorized, executed and delivered by the Stockholder Representative and (assuming the valid authorization, execution and delivery of this Agreement by the other parties hereto) is the legal, valid and binding obligation of such Stockholder Representative enforceable in accordance with its terms, and each of the ancillary agreements to which the Stockholder Representative is a party has been duly authorized by the Stockholder Representative and upon execution and delivery by the Stockholder Representative will be (assuming the valid authorization, execution and delivery by the Parent and the Buyer) a legal, valid and binding obligation of enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(c) Except as set forth on Schedule 9.7(c), neither the execution and delivery of this Agreement or any of the ancillary agreements to which a Stockholder Representative is a party nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under or result in the creation or

imposition of any Encumbrance, under (1) the organizational documents of such Stockholder Representative, (2) any note, instrument, mortgage, agreement, lease, franchise, license, permit or other authorization, right, restriction or obligation to which a Stockholder Representative is a party or by which such Stockholder Representative is bound, (3) any Court Order to which such Stockholder Representative is a party or by which such Stockholder Representative is bound or (4) any Requirements of Law affecting such Stockholder Representative; or

(ii) require the approval, consent, authorization or act of, or the making by such Stockholder Representative of any declaration, filing or registration with, any Person, except as provided under the HSR Act

ARTICLE X
RELEASE

Section 10.1 Release. Except as set forth in the following sentence and subject to the limitations set forth therein, each Selling Party will, and hereby does, effective as of the Closing, release and forever discharge the Company and its officers, directors, employees, Affiliates, agents and representatives from any and all actions, suits, debts, liens, sums of money, accounts, judgments, claims and demands whatsoever, at law or in equity, either in contract or in tort, whether known or unknown, on account of, arising out of or relating to any act or omission of any kind or character whatsoever of the Company or any predecessor of the Company occurring at or prior to the Closing or any operations of the Company's or any of its predecessor's businesses at or prior to the Closing, including the calculation and payment of any and all accrued and unpaid dividends or arising out of or related to the Selling Party's acquisition or ownership of Company Common Stock and/or Company Preferred Stock; provided, however, that such claims shall not include claims arising out of this Agreement and/or any agreement, instrument or document being or to be executed and delivered by such Selling Party in connection with this Agreement or claims by employees of the Company for accrued compensation or benefits arising in the ordinary course of business. Notwithstanding the foregoing, each Selling Party does not hereby release or waive and hereby reserves any rights such Selling Party may now have or ever has had in its capacity, if applicable, as a director, officer, employee or agent of the Company to be indemnified against liabilities, or to benefit from provisions limiting such Selling Party's liability, to the extent provided in the Company Charter, the Company's bylaws or any indemnification agreements entered into between the Company and such Selling Party or policies of insurance related to such matters.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Confidential Nature of Information. Each party agrees that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the other parties hereto during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents, and, in the event the transactions contemplated hereby shall not be consummated, each party will return to the other parties all copies of nonpublic documents and materials which have been furnished in connection therewith. Such documents, materials and information shall not be

communicated to any third Person (other than, in the case of Parent, to its counsel, accountants, financial advisors or lenders, and in the case of the Company and the Stockholder Representative, to their counsel, accountants or financial advisors). No other party shall use any confidential information in any manner whatsoever except solely for the purpose of evaluating the transactions contemplated hereby; provided, however, that after the Closing, Parent and the Company may use or disclose any confidential information reasonably related to the Company or its assets or business. The obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which (i) is or becomes available to such party from a source other than such party, (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents, (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed, or (iv) such party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby.

Section 11.2 No Public Announcement. Neither the Stockholder Representative nor a Selling Party shall, without the prior written approval of Parent, make any press release or other public announcement concerning the transactions contemplated by this Agreement. Parent shall not, without the prior written approval of the Stockholder Representative, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that Parent shall be so obligated by law or the rules of the Nasdaq National Market System, in which case the Stockholder Representative shall be advised and Parent and the Stockholder Representative shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided, that the foregoing shall not preclude communications or disclosures (i) necessary to implement the provisions of this Agreement or to comply with accounting and SEC disclosure obligations or (ii) with public stockholders and/or analysts in the ordinary course of business for a transaction of the type contemplated by this Agreement.

Section 11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or three business days after being sent by registered or certified mail or by private overnight courier addressed as follows:

If to Parent or Buyer to:

Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart
Suite 2024
Chicago, IL 60654
Facsimile: (312) 506-1208
Attention: Chief Financial Officer

with copies to:

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603 Facsimile: (312) 853-7036
Attention: Gary Gerstman

If to a Selling Party to

The address for such Selling Party as set forth on the applicable counterpart signature page

with a copy to:

Reed Smith LLP
10 South Wacker Drive, Suite 4000
Chicago, IL 60606
Attention: Jeffrey A. Schumacher, Esq.

and

Katten Muchin Rosenman LLP
525 West Monroe Street, Suite 1600
Chicago, IL 60661
Attention: Maryann A. Waryjas, Esq.

If to the Stockholder Representative to:

NICE Shareholder Representative, LLC
900 N. Michigan Avenue, Suite 1860
Chicago, IL 60611
Attention: Manager

with a copy to:

Reed Smith LLP
10 South Wacker Drive, Suite 4000
Chicago, IL 60606
Attention: Jeffrey A. Schumacher, Esq.

and

Katten Muchin Rosenman LLP
525 West Monroe Street, Suite 1600
Chicago, IL 60661
Attention: Maryann A. Waryjas, Esq.

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

Section 11.4 Successors and Assigns. (a) The rights of each party under this Agreement shall not be assignable by such party hereto prior to the Closing without the prior written consent of the other parties (provided that the Stockholder Representative shall have the authority to provide such consent on behalf of the Selling Parties), except that the rights of Parent hereunder may be assigned prior to the Closing, without the consent of any other party hereto, to any corporation all of the outstanding capital stock of which is owned or controlled by Parent or to any general or limited partnership in which Parent or any such corporation is a general partner; provided, that (i) the assignee shall assume in writing all of Parent's obligations hereunder and (ii) Parent shall not be released from any of its obligations hereunder by reason of such assignment. Following the Closing, any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. The successors and permitted assigns hereunder shall include, in the case of Parent, any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement; provided, however, that notwithstanding the foregoing, the directors and officers of the Company as of the Closing, but prior to giving effect to the resignations delivered pursuant to Section 3.4(f), shall be intended third party beneficiaries of Section 7.4.

Section 11.5 Entire Agreement; Amendments. This Agreement and the Exhibits and Schedules referred to herein and the documents delivered pursuant hereto or thereto contain the entire understanding of the parties hereto or thereto with regard to the subject matter contained herein or therein and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by the Stockholder Representative and an authorized representative of Parent.

Section 11.6 Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (ii) the word "or" is not exclusive and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of and the Exhibits and Schedules attached to this Agreement; (ii) to an 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; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Titles to Articles and headings of Sections are inserted for convenience of reference only and shall not be deemed a part of or to affect meaning or interpretation of this Agreement. This Agreement, the Stockholder Representative Ancillary Agreements and the Parent Ancillary Agreements shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Section 11.7 Disclosure Schedules. The Disclosure Schedules are organized for convenience in separately titled sections and subsections corresponding to the sections and subsections of Articles IV and V. Each section of the Disclosure Schedules shall be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedules to the extent it is reasonably apparent from the face of such disclosure that such information is relevant to such other section of the Disclosure Schedules.

Section 11.8 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 11.9 Expenses. Except as otherwise provided in Section 2.1(e) and in this Section 11.9, each of the parties hereto shall bear its own costs and expenses (including fees and disbursements of its counsel, accountants and other financial, legal, accounting or other advisors), incurred by it or its Affiliates in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and each of the other documents and instruments executed in connection with or contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby (collectively, the "Acquisition Expenses"); provided, that the fee for the filing under the HSR Act has previously been paid by Parent.

Section 11.10 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 11.11 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. For purposes of executing and delivering this Agreement (including any subsequent amendments thereto), any signed document transmitted by facsimile machine or emailed pdf (" FAX") shall be treated in all manner and respects as an original document. Any such FAX document shall be considered to have the same binding legal effect as an original document. At the request of either party, any FAX document subject to this Agreement shall be re-executed by both parties in an original form.

Section 11.12 Further Assistances. From time to time after the Closing, each party hereto shall take such further actions and execute such other documents and instruments of conveyance and transfer or otherwise and to take or cause to be taken such further or other action as shall be necessary or desirable in order to effectuate or confirm the transfer of the shares of Selling Parties' Stock to Buyer and otherwise carry out the purposes of this Agreement.

Section 11.13 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.

Section 11.14 Resolution of Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, or the negotiation or breach, termination or validity thereof, except for disputes arising under Section 2.1(d) hereof (a "Dispute"), shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Chicago, Illinois and shall be conducted before a single arbitrator mutually agreeable to the parties hereto, or if no agreement can be reached, then selected by the AAA. The law applicable to the arbitration, including the administration and enforcement thereof, shall be the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and the law governing this Agreement. The cost of the arbitration, including the fees and expenses of the arbitrator, shall be shared equally by Parent and the Stockholder Representative (or otherwise as directed by the arbitrator), subject to reimbursement for such costs, fees and expenses as provided in Article VIII. Each party shall bear the cost of preparing and presenting its case, subject to reimbursement for such costs as provided in Article VIII. The arbitration award (the "Award") shall be presented to the parties in writing, and upon request of either Parent or the Stockholder Representative, shall specify the factual and legal bases for the Award. The Award may be confirmed and enforced in any court of competent jurisdiction. Any post-Award proceedings shall be governed by the Federal Arbitration Act. Notwithstanding any of the foregoing, Parent or the Stockholder Representative may, without inconsistency with this arbitration provision, apply to any court having jurisdiction hereof and seek interim provisional, injunctive or other equitable relief until the Award is rendered or the controversy is otherwise resolved. Except as necessary in court proceedings to enforce this arbitration provision or any Award, or to obtain interim relief, none of Parent, the Stockholder Representative or an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of Parent, and the Stockholder Representative.

ARTICLE XII
DEFINITIONS

Section 12.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 12.1 and shall be equally applicable to both the singular and plural forms.

"AAA" has the meaning specified in Section 11.14.

"Accounting Firm" has the meaning specified in Section 2.1(d).

"Acquisition Expenses" has the meaning specified in Section 11.9.

"Adjusted Pro Rata Share" means with respect to each Selling Party, the quotient obtained by dividing (a) the shares of Company Common Stock held beneficially or of record by such Selling Party immediately prior to the Closing (taking into account the conversion of all Preferred Stock immediately prior to Closing) by (b) the shares of Company Common Stock held beneficially or of record by all Selling Parties immediately prior to the Closing (taking into account the conversion of all Preferred Stock immediately prior to Closing).

"Administrative Account" has the meaning specified in Section 2.4.

"Administrative Deposit" has the meaning specified in Section 2.4.

"Administrative Refund" has the meaning specified in Section 2.4.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

"Affiliated Person" has the meaning specified in Section 5.24(a).

"Aggregate Exercise Price" has the meaning specified in Section 1.1.

"Agreed Accounting Principles" means United States generally accepted accounting principles; provided that, to the extent multiple principles may be applicable, such principles shall be applied on a basis consistent with the audited balance sheet included on Schedule 5.4.

"Agreed Adjustments" has the meaning specified in Section 2.1(c).

"Agreement" has the meaning specified in the first paragraph of this agreement.

"Award" has the meaning specified in Section 11.14.

"Balance Sheet" means the unaudited balance sheet of the Company as of October 31, 2007 included on Schedule 5.4.

"Balance Sheet Date" means October 31, 2007.

"Business" has the meaning specified in the fourth recital to this Agreement.

"Buyer" has the meaning specified in the first paragraph of this Agreement.

"Buyer Ancillary Agreements" means all agreements, instruments and documents being or to be executed and delivered by Buyer under this Agreement or in connection herewith.

"Cap" has the meaning specified in Section 8.1(d).

"Cash Purchase Price" means $90,000,000 plus the Estimated Working Capital Payment, which amount shall be adjusted after the Closing pursuant to Sections 2.1 and 2.2.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.

"Claim Notice" has the meaning specified in Section 8.3(a).

"Closing" has the meaning specified in Section 3.1.

"Closing Date" has the meaning specified in Section 3.1.

"Closing Escrow Deposit" means an amount equal to 5% of the Cash Purchase Price.

"Code" means the Internal Revenue Code of 1986.

"Company" has the meaning specified in the first recital to this Agreement.

"Company Agreements" has the meaning specified in Section 5.15.

"Company Charter" has the meaning specified in Section 4.4(b).

"Company Common Stock" has the meaning specified in the recitals to this Agreement.

"Company Group" means any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that, at any time on or before the Closing Date, includes or has included the Company or any predecessor of or successor to the Company (or another such predecessor or successor) or any other group of corporations that, at any time on or before the Closing Date, files or has filed Tax Returns on a combined, consolidated or unitary basis with the Company or any predecessor of or successor to the Company (or another such predecessor or successor).

"Company Plan" has the meaning specified in Section 5.17(a).

"Company Preferred Stock" has the meaning specified in the recitals to this Agreement.

"Company Series A Preferred Stock" has the meaning specified in the recitals to this Agreement.

"Company Series B Preferred Stock" has the meaning specified in the recitals to this Agreement.

"Company Stock Options" has the meaning specified in Section 5.2(e).

"Company Stock Plan" has the meaning specified in Section 5.2(c)(v).

"Company Warrants" means the warrants to purchase Company Common Stock or Company Preferred Stock, all of which were exercised by the Selling Parties immediately prior to Closing.

"Contaminant" means any waste, pollutant, hazardous or toxic substance or waste, petroleum, petroleum-based substance or waste, special waste or any constituent of any such substance or waste.

"Copyrights" means United States and foreign copyrights, copyrightable works and mask works, whether registered or unregistered, and pending applications to register the same.

"Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal and any award in any arbitration proceeding.

"Current Annual Compensation" means, with respect to a Person, such Person's annual compensation including per diem compensation and other special compensation.

"Data Subjects" has the meaning specified in Section 5.25(b).

"Deductible" has the meaning specified in Section 8.1(b).

"Deferred Revenue" means the product of 45% and the amount of deferred revenue set forth on the relevant balance sheet; provided, however, that to the extent deferred revenue set forth on such balance sheet is more than $200,000 greater than the amount of deferred revenue set forth on the Balance Sheet, then 100% (and not 45%) of such excess amount shall be included in Deferred Revenue.

"DGCL" means the Delaware General Corporation Law.

"Disclosure Schedules" has the meaning specified in the introductory paragraph to Article V.

"Dispute" has the meaning specified in Section 11.14.

"Dissenters' Shares" means shares of Company Common Stock and Company Preferred Stock (on an as-converted basis) with respect to which appraisal rights shall have been properly perfected in accordance with Section 262 of the DGCL in connection with the Section 253 Merger.

"Encumbrance" means any lien, claim, charge, security interest, mortgage, pledge, easement, conditional sale or other title retention agreement, defect in title or other restriction of any kind, other than (i) restrictions imposed by applicable federal and state securities laws, (ii) an Encumbrance created by Parent or Buyer at or after the Closing or (iii) an Encumbrance created with respect to Indebtedness for Borrowed Money which is to be repaid pursuant to Section 3.2(b).

"Environmental Laws" means any and all applicable laws (including statutes, regulations and common law) of the United States, any state, any political subdivision of either of them or any other national or political subdivision, previously in effect or presently in effect as of the Closing Date, for the protection of the environment or human health and safety, including judgments, awards, decrees, regulations, rules, standards, requirements, orders and permits issued by any court, administrative agency or commission or other Governmental Body under such laws, and shall include CERCLA, the Clean Air Act (42 U.S.C. §§ 7401 et seq.), RCRA, the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.) and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) as well as any and all state or local laws that relate to pollution, contamination of the environment, human health or safety and all future amendments to such laws, and all past, present and future regulations, rules, standards, requirements, orders and permits issued thereunder.

"Environmental Property Transfer Act" means any applicable Requirements of Law that for environmental reasons, conditions, restricts, prohibits or requires any notification or disclosure with respect to the direct or indirect transfer, sale, lease or closure of any property, including any so-called "Environmental Cleanup Responsibility Acts" or "Responsible Property Transfer Acts."

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" has the meaning specified in Section 5.17(d).

"Estimated Working Capital Payment" means the amount of the Company's cash, restricted cash and cash equivalents reflected in the certificate delivered to Parent and Buyer pursuant to Section 3.4, minus $1,500,000.

"Escrow Agreement" means the Escrow Agreement, dated the Closing Date, substantially in the form of Exhibit A attached hereto.

"Expenses" means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding 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, accountants and other professionals).

"FAX" has the meaning specified in Section 11.11.

"Footnotes" has the meaning specified in Section 5.4(a).

"Fully Diluted Share Number" means the number of shares of Company Common Stock outstanding immediately prior to the Closing plus the number of shares of Company Common Stock into which all of the shares of Company Preferred Stock outstanding immediately prior to the Closing are convertible plus the number of shares of Company Common Stock subject to any Company Stock Option outstanding immediately prior to the Closing plus the number of shares of Company Common Stock subject to any warrant outstanding immediately prior to the Closing.

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body.

"Governmental Permits" has the meaning specified in Section 5.8(a).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Income Tax" means any federal, state, local or foreign income tax, including any interest, penalty, or addition thereto, whether disputed or not.

"Income Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Income Taxes, including any schedule or attachment thereto.

"Indebtedness" of any Person means, without duplication, (i) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, other than accounts payable arising in the ordinary course of business; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement; (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations of such Person under checks or other negotiable instruments issued by such Person in excess of cash (and cash equivalents) available to such Person to honor such obligations; (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (viii) all obligations of the type referred to in clauses (i) through (vii) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Encumbrance on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indebtedness for Borrowed Money" of any Person means, without duplication, (i) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, other than accounts payable arising in the ordinary course of business.

"Indemnification Escrow Amount" means an amount equal to five percent (5%) of the Cash Purchase Price plus any interest earned thereon pursuant to the terms of the Escrow Agreement.

"Indemnified Party" has the meaning specified in Section 8.5.

"Indemnifying Party" has the meaning specified in Section 8.5.

"Indemnity Claim" has the meaning specified in Section 9.1(e).

"Intellectual Property" means Copyrights, Patent Rights, Trademarks and Trade Secrets.

"Knowledge of the Executives" means the actual knowledge, after reasonable inquiry (consisting of the level of inquiry required by reasonable commercial diligence), of Jeff A. Surges, James Alland, Steve Martin, Scott Kerber and Suzette DeGrazia.

"Leased Real Property" has the meaning specified in Section 5.9(a).

"Losses" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

"Material Adverse Effect" means any change, development, event or effect that, when considered either individually or in the aggregate with all other changes, developments, events or effects, is or could reasonably be expected to be, materially adverse to the properties, assets, liabilities, condition, operations, results of operations or business of the Company or on the ability of the Company to consummate the transactions contemplated hereby; provided, however, that, to the extent a change, development, event or effect is caused by or results from any of the following, alone or in combination, it shall not be taken into account in determining whether there has been, a Material Adverse Effect: (a) any failure by the Company to meet internal projections or forecasts for any period ending on or after the date of this Agreement (but not the change, development, event or effect underlying such failure); or (b) any adverse change, effect, event, occurrence, state of facts or development attributable to, resulting from, or relating to (i) the identity of Parent (except that this limitation shall not apply to the representations and warranties contained in Section 5.1(c)); (ii) conditions affecting the industry in which the Company participates, the U.S. economy as a whole or the capital markets in general; (iii) compliance with the terms of, or the taking of any action required by, this Agreement; or (iv) acts of terrorism or escalation of military action involving the United States of America, except in the case of the foregoing clauses (ii)-(iv), only to the extent that such changes do not disproportionately impact the Company relative to other companies in the industry in which the Company conducts its business.

"Mini-Basket" has the meaning specified in Section 8.1(b).

"New Plans" has the meaning specified in Section 7.2.

"Notice Period" has the meaning specified in Section 2.1(b).

"Old Plans" has the meaning specified in Section 7.2.

"Option Holder" means the holder of any Company Stock Option (other than a Selling Party).

"Owned Software" has the meaning specified in Section 5.11(g).

"Parent" has the meaning specified in the first paragraph of this Agreement.

"Parent Ancillary Agreements" means all agreements, instruments and documents being or to be executed and delivered by Parent under this Agreement or in connection herewith.

"Parent Group Member" means (a) Parent and its Affiliates, (b) their respective directors, officers, employees, agents, attorneys and consultants and (c) successors and assigns of the foregoing.

"Parent Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), "welfare benefit plan" (as such term is defined in Section 3(1) of ERISA) or stock option, stock purchase, bonus or other incentive plan or agreement maintained by Parent on behalf of its employees or the employees of any of its subsidiaries.

"Patent Rights" means United States and foreign patents, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, inventions (whether or not patentable or reduced to practice) and improvements thereto.

"Permitted Encumbrances" means (a) liens for Taxes and other governmental charges and assessments arising in the ordinary course of business which are not yet due and payable, (b) liens of landlords and liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable and (c) other liens or imperfections on property which are not material in amount, do not interfere with and are not violated by the consummation of the transactions contemplated by this Agreement and do not materially detract from the value or marketability of, or materially impair the existing use of, the property affected by such lien or imperfection.

"Per Share Administrative Refund" means, in respect of any Administrative Refund, the amount of such payment divided by the Fully Diluted Share Number.

"Per Share Closing Payment" means an amount equal to the quotient of (a) the Purchase Price minus the Closing Escrow Deposit minus $250,000 divided by (b) the Fully Diluted Share Number.

"Per Share Working Capital Payment" means the amount equal to (a) the Valuation Date Working Capital minus the Estimated Working Capital Payment divided by (b) the Fully Diluted Share Number.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

"Personal Data" means non-public information relating to an identified or identifiable natural or legal Person.

"Pre-Closing Taxes" means any Taxes imposed on the Company or for which the Company may otherwise be liable for any taxable year or period (or portion thereof) that ends on or before the Closing Date. For purposes of this definition, any Taxes

attributable to a taxable year or period that begins on or before and ends after the Closing Date shall be allocated to the pre-closing period on a "closing of the books" basis by assuming that the books of the Company were closed at the close of the Closing Date; provided, however, that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a daily basis.

"Pro Rata Share" means with respect to each Selling Party, the quotient obtained by dividing (i) the Fully Diluted Share Number held beneficially or of record by such Selling Party by (ii) the Fully Diluted Share Number.

"Preliminary Accounting Report" has the meaning specified in Section 2.1(a)(iii).

"Preliminary Valuation Date Working Capital" has the meaning specified in Section 2.1(a)(ii).

"Preliminary Valuation Date Balance Sheet" has the meaning specified in Section 2.1(a)(i).

"Privacy Commitments" has the meaning specified in Section 5.27(a).

"Proprietary Information" has the meaning specified in Section 7.5(a).

"Purchase Price" means the sum of the Cash Purchase Price minus the sum of (a) the aggregate amount of all Indebtedness of the Company at the Closing and (b) the aggregate amount of all Acquisition Expenses incurred by the Company, or for which the Company is liable, at or prior to the Closing, plus the aggregate exercise price for the Company Warrants and the Company Stock Options being exercised pursuant to Section 1.1 or terminated pursuant to Section 1.3.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Contaminant into the indoor or outdoor environment or into or out of any Leased Real Property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Leased Real Property.

"Requirements of Law" means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body (including those pertaining to electrical, building, zoning, subdivision, land use and Environmental Laws) or common law.

"Schedule" has the meaning specified in the introductory paragraph to Article V.

"SEC" means the Securities and Exchange Commission.

"Section 253 Merger" means the merger between the Company and Buyer pursuant to Section 253 of the DGCL, pursuant to which the Company shall be the surviving entity.

"Seller Indemnified Party" means the Selling Parties or any of their Affiliates, officers, directors, employees or agents.

"Selling Party" has the meaning specified in the introductory paragraph to this Agreement.

"Selling Party Ancillary Agreements" means the documents to be executed and delivered by a Selling Party pursuant to Section 3.4(a) and (j).

"Selling Parties' Stock" has the meaning specified in the second recital to this Agreement.

"Shares" means the issued and outstanding shares of capital stock of the Company.

"Software" means computer software programs and software systems, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, and related documentation and materials, whether in source code, object code or human readable form.

"Stock Ledger" has the meaning specified in Section 1.1.

"Stockholder Representative" has the meaning specified in the first paragraph of this Agreement.

"Stockholder Representative Ancillary Agreements" has the meaning specified in Section 9.1(a).

"Stockholder Representative Expenses" has the meaning specified in Section 9.2(b).

"Stockholders" means all of the holders of record of Shares.

"Tax" (and, with correlative meaning, **"Taxes"** and **"Taxable"**) means:

(a) any federal, state, local or foreign net income, gross income, gross receipts, premium, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value-added, transfer, stamp or environmental (including taxes under Code Section 59A) tax or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Body; and

(b) any liability for the payment of amounts with respect to payments of a type described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group or as a result of any obligation of the Company under any Tax Sharing Arrangement or Tax indemnity arrangement.

"Tax Return" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

"Tax Sharing Arrangement" means any written or unwritten agreement or arrangement for the allocation or payment of Tax liabilities or payment for Tax benefits with respect to a consolidated, combined or unitary Tax Return which Tax Return includes or has included the Company.

"Third Party Claim" has the meaning specified in Section 8.5.

"Trade Secrets" means confidential ideas, trade secrets, know-how, concepts, methods, processes, formulae, reports, data, customer lists, mailing lists, business plans or other proprietary information.

"Trademarks" means United States, state and foreign trademarks, service marks, internet domain names, logos, trade dress and trade names (including all assumed and fictitious names under which the Company is conducting business or has within the previous five years conducted business), whether registered or unregistered, and pending applications to register the foregoing.

"Transfer Taxes" means any real property transfer or gains Tax, sales Tax, use Tax, stamp Tax, stock transfer Tax or other similar Tax imposed on the transactions contemplated by this Agreement.

"Undesignated Preferred Stock" has the meaning specified in the first recital to this Agreement.

"Valuation Date" means the close of business on the last business day prior to the Closing Date.

"Valuation Date Balance Sheet" has the meaning specified in Section 2.1.

"Valuation Date Working Capital" means the sum of cash, restricted cash, cash equivalents, other current assets, accounts receivable (net of allowances for doubtful accounts) and interest receivable, minus the sum of accounts payable, other current liabilities, accrued expenses (including (i) all Acquisition Expenses incurred by the Company, or for which the Company may be liable, at or prior to the Closing and current maturities of Indebtedness that are not taken into account in the calculation of the Purchase Price and (ii) change of control payments, but not severance obligations, the Company is obligated to pay as a result of the Closing (whether prior to or after the Closing) pursuant to existing contractual obligations), Deferred Revenue, income taxes payable, accrued dividends payable (if any) and any other Indebtedness not taken into account in the calculation of the Purchase Price, in each case as of the Valuation Date, reflected in the Valuation Date Balance Sheet; provided, further, that the Income Tax benefit the

Company receives by virtue of the cancellation of Company Stock Options pursuant to Section 1.3 shall offset the income taxes payable reflected in the Valuation Date Balance Sheet only to the extent Parent, Buyer or, after the Closing, the Company is entitled to a deduction or refund in respect of such Income Tax. An example of the methodology used to calculate the Valuation Date Working Capital is attached hereto as Exhibit B.

"Working Capital Escrow Payment" has the meaning specified in Section 2.2(b).

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

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

BATTLESHIP ACQUISITION CORP.

By: /s/ William J. Davis
Name: William J. Davis
Title: Vice President and Treasurer

NICE SHAREHOLDER REPRESENTATIVE, LLC

By: /s/ Jeffery M. Frient
Name: Jeffery M. Frient
Title: Manager

SELLING PARTIES:

EDGEWATER GROWTH CAPITAL PARTNERS II, L.P.

By: /s/ Jeffery M. Frient
Name: Jeffery M. Frient
Title: Limited Partner

SAINTS CAPITAL IV, L.P.

By: /s/ Saints Capital IV, LLC, its General Partner
Name: Lilian Shackolford Murray
Title: Managing Member

JEFFERY SURGES LIVING TRUST DATED 2/19/99

By: /s/ Jeffery Surges
Name: Jeffery Surges
Title: Trustee

THE IRVING HARRIS FOUNDATION

By: /s/ Michael S. Resnick
Name: Michael S. Resnick
Title: Authorized Agent

/s/ Glen Tullman
Name: Glen Tullman

/s/ David G. O'Neill
Name: David G. O'Neill

TASSO H. COIN REVOCABLE TRUST 12-6-04

By: /s/ Tasso H. Coin
Name: Tasso H. Coin
Title: Trustee

MELROSE VENTURE LIMITED PARTNERSHIP

By: /s/ John E. Croghan
Name: John E. Croghan
Title: President

/s/ Scott D. Kerber
Name: Scott D. Kerber

/s/ Lee E. Tenzer
Name: Lee E. Tenzer

/s/ John A. Svoboda
Name: John A. Svoboda

P-J INVESTMENTS

By: /s/ James W. Deyoung
Name: James W. Deyoung
Title: Partner

/s/ Philip H. Sheridan Jr.
Name: Philip H. Sheridan Jr.

CHRISTOPHER B. GALVIN REVOCABLE TRUST DATED 8/26/71

By: /s/ Christopher B. Galvin
Name: Christopher B. Galvin
Title: Trustee

/s/ Karen M. Ramsden

Name: Karen M. Ramsden
Title: Administrator of the Estate of Frank R. Ferraro

/s/ Robert A. Ebersole

Name: Robert A. Ebersole

/s/ Everett C. Long

Name: Everett C. Long

WILLIAM C. KEYES & DARLA M. KEYES LIVING TRUST DATED 12/13/02

By: /s/ William C. Keyes, Darla M. Keyes

Name: William C. Keyes, Darla M. Keyes
Title: Trustees

/s/ James M. Alland

Name: James M. Alland

/s/ Steve Martin

Name: Steve Martin

/s/ Suzette DeGrazia

Name: Suzette DeGrazia

/s/ Michael W. Diamond

Name: Michael W. Diamond

SCOTT D. KERBER/GROUP WORKS

By: /s/ Scott D. Kerber
Name: Scott D. Kerber

/s/ Tom Hager
Name: Tom Hager

/s/ Scott T. Macomber
Name: Scott T. Macomber

/s/ Petrus J.M. Van Stekelenburg, Mirjam F.C. Van Stekelenburg
Name: Petrus J.M. Van Stekelenburg, Mirjam F.C. Van Stekelenburg

ALIS & CO.

By: /s/ Patrick J. Herbert III
Name: Patrick J. Herbert III
Title: Partner

/s/ Russell Cook
Name: Russell Cook

STANLEY H. COIN & KAY B. COIN L.P.

By: /s/ Stanley H. Coin
Name: Stanley H. Coin
Title: President

ROBERT M. ILG TRUST DATED 2/24/92

By: /s/ Robert M. Ilg
Name: Robert M. Ilg
Title: Trustee

/s/ Gary S. Morgan
Name: Gary S. Morgan

D.B. Mullen Life Ins. Trust of 12/17/85

By: /s/ David B. Mullen
Name: David B. Mullen
Title: Trustee

/s/ Gregory W. Thurau
Name: Gregory W. Thurau

/s/ Judith Roraff
Name: Judith Roraff

/s/ James J. Pelts
Name: James J. Pelts

/s/ Cory A. Fosco
Name: Cory A. Fosco

SVB FINANCIAL GROUP

By: /s/ Norman Cutler
Name: Norman Cutler
Title: Derivatives Manager

JEROME KAHN JR. REVOCABLE TRUST

By: /s/ Jerome Kahn Jr.
Name: Jerome Kahn Jr.
Title: Trustee

RALPH W. & JO A. RYDHOLM TRUST U/A/D 6/17/89

By: /s/ Ralph W. Rydholm
Name: Ralph W. Rydholm
Title: Trustee

Exhibit 10.1

CREDIT AGREEMENT

dated as of December 31, 2007

among

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,

ALLSCRIPTS, LLC,

A4 HEALTH SYSTEMS, INC.,

A4 REALTY, LLC,

EXTENDED CARE INFORMATION NETWORK, INC.,
as Borrowers

The Lenders From Time to Time Party Hereto

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

J.P. MORGAN SECURITIES INC.
as Lead Arranger

CREDIT AGREEMENT

This CREDIT AGREEMENT (as amended, modified, restated, supplemented and in effect from time to time, herein called this " Agreement") dated as of December 31, 2007 (the "Effective Date"), among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a Delaware corporation, ALLSCRIPTS, LLC, a Delaware limited liability company, A4 HEALTH SYSTEMS, INC., a North Carolina corporation, A4 REALTY, LLC, a North Carolina limited liability company, immediately after the consummation of the ECIN Acquisition (as defined below) EXTENDED CARE INFORMATION NETWORK, INC., a Delaware corporation, the LENDERS party hereto, J.P. MORGAN SECURITIES INC., as Lead Arranger, and JPMORGAN CHASE BANK, N.A. ("JPMC"), as Administrative Agent for the Lenders.

WHEREAS, as of the date hereof, pursuant to a stock purchase agreement and a subsequent merger pursuant to Section 253 of the Delaware General Corporation Law, the Company is acquiring all of the outstanding capital stock of Extended Care Information Network, Inc. (the "ECIN Acquisition").

The parties hereto agree as follows:

ARTICLE I
Definitions

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means JP Morgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder, and its successors in that capacity.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day with respect to any Prime Rate Loan or Eurodollar Loan or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "Prime Spread", "Eurodollar Spread" or "Non-Use Fee Rate", as the case may be, based upon the Total Leverage Ratio as of the most recent

determination date; but until the date of delivery to the Administrative Agent of the Company's consolidated financial statements for the fiscal quarter ending June 30, 2008 pursuant to Section 5.01(b), the Eurodollar Spread shall be 0.80%, the Prime Spread shall be 0.00% and the Non-Use Fee Rate shall be 0.20%:

Total Leverage Ratio	Prime Spread	Eurodollar Spread	Non-Use Fee Rate
Category 1: greater than or equal to 2.50	0.00	1.00	.225%
Category 2: greater than or equal to 2.00 but less than 2.50	0.00	0.80	.200
Category 3: greater than or equal to 1.50 but less than 2.00	0.00	0.70	.175
Category 4: greater than or equal to 1.10 but less than 1.50	0.00	0.60	.150
Category 5: less than 1.10	0.00	0.50	.125

Except as set forth in the immediately preceding sentence, for purposes of the foregoing, (i) the Total Leverage Ratio shall be determined as of the end of each fiscal quarter of the Company's fiscal year based upon the Company's consolidated financial statements delivered pursuant to Sections 5.01(a) or (b) and (ii) each change in the Applicable Rate resulting from a change in the Total Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; but the Total Leverage Ratio shall be deemed to be in Category 1 at the request of the Required Lenders if the Borrowers fail to timely deliver the consolidated financial statements required to be delivered by them pursuant to Sections 5.01(a) or (b), during the period from the deadline for delivery thereof until such consolidated financial statements are received.

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Asset Sale" shall have the meaning assigned to such term in Section 6.05 hereof.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent and the Company, in the form of Exhibit A or any other form approved by the Administrative Agent and the Company.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America and any successor entity performing similar functions.

"Borrower" or "Borrowers" means, individually or collectively, the Company, Allscripts, LLC, a Delaware limited liability company, A4 Health Systems, Inc., a North Carolina corporation, A4 Realty, LLC, a North Carolina limited liability company, and Extended Care Information Network, Inc., a Delaware corporation.

"Borrower Representative" means Allscripts Healthcare Solutions, Inc., a Delaware corporation, in its capacity as contractual representative of the Borrowers pursuant to Article XI.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Borrower Representative for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in Chicago, Illinois are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term " Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Expenditures" means, 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 Company and the 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 Company and its Subsidiaries.

"Capital Lease Obligations" of any Person means 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.

"Casualty Event" means, with respect to any equipment, fixed assets or real property (including any improvements thereon) of the Company or any Subsidiary, any loss of or damage to, or any condemnation or other taking by a governmental authority of, such property, the date on which the Company or any of the Subsidiaries receives insurance proceeds, or proceeds of a condemnation award or other compensation to replace or repair such property.

"Change in Control" means (a) any "person" or "group" 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 51% of the total voting power in the aggregate of all classes of Equity Interests then outstanding of the Company normally entitled to vote in elections of directors or (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were neither (1) nominated by the board of directors of the Company nor (2) appointed or approved by directors so nominated.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any binding request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

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

"Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced or increased from time to time pursuant to Section 2.07 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The amount of each Lender's Commitment will be set forth in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment. The initial aggregate amount of the Lenders' Commitments is $60,000,000.

"Company" means Allscripts Healthcare Solutions, Inc., a Delaware corporation.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Dollars" or "$" refers to lawful money of the United States of America.

"EBIT" means, without duplication, for any period, consolidated net income from continuing operations of the Company 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 plus transaction fees and expenses associated with or incurred by the Company or any of its Subsidiaries in connection with this Agreement or any transactions contemplated herein; provided that, if the Company or any of its Subsidiaries acquires the Equity Interests or substantially all of the assets of any Person during such period under circumstances permitted under Section 6.14 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" means, without duplication, for any period, consolidated net income from continuing operations of the Company 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 plus transaction fees and expenses associated with or incurred by the Company or any of its Subsidiaries in connection with this Agreement or any transactions contemplated herein; provided that, if the Company or any of its Subsidiaries acquires the Equity Interests or substantially all of the assets of any Person during such period under circumstances permitted under Section 6.14 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.

"Environmental Laws" means all laws, rules, regulations, 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.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any of the Borrowers 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.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, or any warrants, options or other rights to acquire such interests.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any 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" means (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); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Company 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) the receipt by the Company

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; (f) the incurrence by the Company 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 (g) the receipt by the Company 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 Company 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 or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the Issuing Banks or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which any Borrower is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.17(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender's failure to comply with Section 2.15(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from Borrowers with respect to such withholding tax pursuant to Section 2.15(a).

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) 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 (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of a Borrower.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which a Borrower is located. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any payment obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the " primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"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.

"Indebtedness" of any Person means, 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 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 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 Company's good faith estimate), (f) all Guarantees 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 in respect of letters of credit and letters of guaranty and (i) all payment obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. 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. For avoidance of doubt, Indebtedness shall not include deferred payment obligations of the Company in respect of acquisitions of A4 Health Systems, Inc., A4 Realty, LLC and other lines of business in an amount not to exceed $505,000. The amount of any Guarantee shall be deemed to be an amount equal to the lesser of (a) the stated or determinable amount of the primary obligation in respect of which such Guarantee 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, 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 the Guarantee shall be such guaranteeing Person's reasonably anticipated liability in respect thereof as determined by the Company in good faith.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

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

"Interest Election Request" means a request by the Borrower Representative to convert or continue a Borrowing in accordance with Section 2.06.

"Interest Expense" means, for any period, interest expense of the Company and its Subsidiaries, on a consolidated basis, during such period, determined in accordance with GAAP, provided that, if the Company or any of its Subsidiaries acquires the Equity Interests or assets of any Person during such period under circumstances permitted under Section 6.14 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 Rate Management Transactions (including associated costs), but excluding unrealized gains and losses with respect to Rate Management Transactions.

"Interest Payment Date" means (a) with respect to any Prime Rate Loan, the last day of each March, June, September and December, and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period. On or about each Interest Payment Date, the Administrative Agent shall send a written or electronic notice (an "Interest Notice") to the Borrower Representative stating the amount of interest then payable, which amount shall be paid to Lenders not more than five (5) Business Days after Borrower Representative's receipt of the Interest Notice.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower Representative may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Issuing Bank" means JPMorgan Chase Bank, N.A. in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.04(i). An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Without limiting the foregoing, as to any particular Letter of Credit, the Borrower Representative and any Lender may agree that such Lender (or an Affiliate of such Lender) shall be the "Issuing Bank" and in such event, such Lender shall be entitled to all of the rights, benefits and privileges of an Issuing Bank under this Agreement and the other Loan Documents (provided that the address of such Issuing Bank shall, in lieu of the address set forth in Section 9.01(iii) hereof, be such address as the Borrower Representative and such Issuing Bank may agree in writing).

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lenders" means JPMorgan Chase Bank, N.A. and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Letter of Credit" means the Existing Letters of Credit and any letter of credit issued pursuant to this Agreement.

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the rate set forth on Reuters Screen LIBOR01 Page as the London Interbank Offered Rate (or on any successor or substitute page of such Service, or any successor to or substitute for such Service, providing rate quotations comparable to those currently provided on such page of such Service, as

determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the " LIBO Rate" with respect to such Eurodollar Borrowing for such Interest Period shall be the rate (rounded upwards, if necessary, to the next 1/16th of 1%) at which dollar deposits of $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan" means a loan made pursuant to Section 2.01 as part of a Borrowing and refers to a Prime Rate Loan or an Eurodollar Loan.

"Loan Documents" means, collectively, this Agreement, the Note, all instruments, certificates and agreements now or hereafter executed or delivered to the Administrative Agent or any Lender pursuant to any of the foregoing or in connection with the obligations under this Agreement and the other Loan Documents, and all amendments, modifications, renewals, extensions, increases and rearrangements of, and substitutions for, any of the foregoing.

"Loan Guarantor" means each Loan Party which has executed a Joinder Agreement in the form of Exhibit D hereto.

"Loan Guarantee" means Article X of this Agreement as it may be amended and modified and in effect from time to time.

"Loan Parties" means the Company, the Borrowers, the Borrower's Material Domestic Subsidiaries and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and their successors and assigns. Subject to applicable law, each Borrower and each Subsidiary shall cause each of its material domestic subsidiaries formed or acquired after the date of this Agreement in accordance with the terms of this Agreement to become a Loan Party by executing the Joinder Agreement attached hereto as Exhibit D.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the business, financial condition or results of operations of the Company 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 any Loan Document.

"Material Domestic Subsidiary" means, at any time of determination, any Subsidiary that has total annual revenues or total assets of more than $10,000,000 for the four fiscal quarters most recently ended.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding $2,500,000.00. For purposes of determining Material Indebtedness, the "principal amount" of the obligations in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that would be required to be paid if such Swap Agreement were terminated at such time.

"Maturity Date" means January 1, 2012.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds" means

(a) with respect to any Asset Sale (other than any issuance or sale of Equity Interests), the cash proceeds received by the Company or any of its Subsidiaries (including cash proceeds subsequently received (as and when received by Company or any of its Subsidiaries) in respect of non-cash consideration initially received) net of (i) selling expenses (including reasonable brokers' fees or commissions, legal, accounting and other professional and transactional fees, transfer and similar taxes and the Company's good faith estimate of income taxes paid or payable in connection with such sale); (ii) amounts provided as a reserve, in accordance with GAAP, against (x) any liabilities under any indemnification obligations associated with such Asset Sale or (y) any other liabilities retained by the Company or any of its Subsidiaries associated with the properties sold in such Asset Sale (provided that, to the extent and at the time any such amounts are released from such reserve (other than in satisfaction of any such liabilities), such amounts shall constitute Net Cash Proceeds); (iii) the Company's good faith estimate of payments required to be made with respect to unassumed liabilities relating to the properties sold within 90 days of such Asset Sale (provided that, to the extent such cash proceeds are not used to make payments in respect of such unassumed liabilities within 90 days of such Asset Sale, such cash proceeds shall constitute Net Cash Proceeds); and (iv) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness which is secured by a Lien on the properties sold in such Asset Sale and which is repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such properties); and

(b) with respect to any Casualty Event, the cash insurance proceeds, condemnation awards and other compensation received in respect thereof, net of all reasonable costs and expenses incurred in connection with the collection of such proceeds, awards or other compensation in respect of such Casualty Event.

"Notes" shall have the meaning assigned to such term in Section 2.02(a) hereof.

"Obligations" means, as at any date of determination thereof, the sum of the following: (i) the aggregate principal amount of Loans outstanding hereunder, plus (ii) the aggregate amount of the LC Exposure, plus (iii) all other liabilities, obligations and indebtedness under any Loan Document of the Borrowers or any other Loan Party, including, but not limited to, amounts accruing subsequent to the filing of any bankruptcy receivership, insolvency or like petition, whether or not allowed in connection with such bankruptcy, receivership, insolvency or like proceeding.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

"Participant" has the meaning set forth in Section 9.04.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Encumbrances" means:

(a) Liens imposed by law for unpaid utilities, taxes, assessments, or other governmental charges or levies that are not yet due or are being contested in compliance with Section 5.05;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in compliance with Section 5.05;

(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 Company or any of its Subsidiaries;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (l) of Article VII;

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

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not materially adversely affect the use of such property for its present purpose;

(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 Company or any Subsidiary on deposit with or in possession of such financial institution;

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

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

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness, except the Lien of that certain mortgage encumbering real property owned by A4 Realty, LLC in North Carolina and securing approximately $3,000,000.00 in the aggregate.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means 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 the Borrowers or other Loan Party 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" means, on any day, the prime rate of JPMorgan Chase Bank in effect for that day at the principal offices of JPMorgan Chase Bank N.A. in Chicago, Illinois. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate or a favored rate, and Administrative Agent and each Lender disclaims any statement, representation or warranty to the contrary. Administrative Agent, any Lender or JPMorgan Chase Bank may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

"Rate Management Transaction" means (i) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between any Borrower and a Lender. and/or affiliates of such Lender which is a rate swap, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap, floor, collar, currency swap, cross-currency rate swap, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions), or (ii) any type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or

in the future becomes, recurrently entered into in the financial markets and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of the foregoing transactions.

"Register" has the meaning set forth in Section 9.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means (a) at any time when there are more than two Lenders, Lenders having Revolving Exposures and unused Commitments representing more than 50% of the sum of the total Revolving Exposures and unused Commitments at such time and (b) at any time when there are one or two Lenders, all of the Lenders.

"Restricted Payment" means (i) any prepayment of any subordinated debt and (ii) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Company or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Company or any Subsidiary. The term "Restricted Payments" as used herein shall include management fees paid to any Person owning any Equity Interests in and to the Company or any Subsidiary but shall not include issuances of Equity Interests by the Company.

"Revolving Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Revolving Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Loans and its LC Exposure at such time.

"SEC Reports" means (i) the Annual Report of the Company on Form 10-K for the year ended December 31, 2006 filed with the Securities and Exchange Commission, (ii) the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007 filed with the Securities and Exchange Commission, (iii) the Company's current Reports on Form 8-K filed with the Securities and Exchange Commission prior to the date hereof (but subsequent to filing of the SEC Report described in clause (i) above).

"Sold Asset Revenues" in respect of any Asset Sale means the aggregate revenues generated by the assets and property sold or otherwise disposed of in such Asset Sale during the four fiscal quarter period ending immediately prior to the consummation of such Asset Sale.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special,

emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any direct or indirect subsidiary of the Company or a Loan Party as applicable.

"Swap Agreement" means 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 Company or any of its Subsidiaries shall be a Swap Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Total Leverage Ratio" means, 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 Company and its Subsidiaries.

"Transactions" means (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 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 initial Loan hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Prime Rate.

"UCC" means the Uniform Commercial Code as in effect from time to time (except as otherwise specified) in any applicable state or jurisdiction.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan"). Borrowings also may be classified and referred to by Type (e.g., a "Eurodollar Borrowing").

SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) 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, securities, accounts and contract rights.

SECTION 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower Representative notifies the Administrative Agent that the Borrower Representative requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

ARTICLE II
The Credits

SECTION 2.01 Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to make Loans to the Borrowers from time to time during the Revolving Availability Period in an aggregate principal amount that will not result in such Lender's Revolving Exposure exceeding such Lender's Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Loans.

SECTION 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. The Loans made by each Lender may, at the request of such Lender, be evidenced by a single Note of the Borrower (each, together with all renewals, extensions, modifications and replacements thereof and substitutions therefor, a "Note," collectively, the "Notes") in substantially the form of Exhibit C, payable to the order of such Lender in a principal amount equal to the applicable Commitment of such Lender and otherwise duly completed. Each Lender is hereby authorized by the Borrowers to endorse on the schedule (or a continuation thereof) that may be attached to each Note, if any, of such Lender, to the extent applicable, the date, amount, type of and the applicable period of interest for each Loan made by such Lender to the Borrowers hereunder, and the amount of each payment or prepayment of principal of such Loan received by such Lender, provided that any failure by such Lender to make any such endorsement shall not affect the obligations of the Borrowers under such Note or hereunder in respect of such Loan.

(b) Subject to Section 2.12, each Borrowing shall be comprised entirely of Prime Rate Loans or Eurodollar Loans as the Borrowers may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount of $200,000 or an integral multiple of $100,000 in excess thereof. At the time that each Prime Rate Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $200,000 or an integral multiple of $100,000 in excess thereof; provided that a Prime Rate Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(e). Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten (10) Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Borrowings. To request a Borrowing, the Borrower Representative shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 12:00 p.m., Chicago, Illinois time, two Business Days before the date of the proposed Borrowing and (b) in the case of a Prime Rate Borrowing, not later than 2:30 p.m., Chicago, Illinois time, the day of the proposed Borrowing; provided that any such notice of a Prime Rate Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(e) may be given not later than 2:30 p.m., Chicago, Illinois time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower and the aggregate amount of such Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be a Prime Rate Borrowing or a Eurodollar Borrowing;

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Prime Rate Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request the issuance of Letters of Credit, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Revolving Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrowers to, or entered into by the Borrowers with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower Representative shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the Issuing Bank) to the applicable Issuing Bank and the Administrative Agent (at least five Business Days in advance of the requested date of issuance, amendment, renewal or extension or such shorter period as the Issuing Bank may agree) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by such Issuing Bank, the Borrower Representative also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed $5,000,000.00 and (ii) the total Revolving Exposures shall not exceed the total Commitments.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit by an Issuing Bank or an amendment to a Letter of Credit increasing the amount thereof, and without any further action on the part of such Issuing Bank or the Lenders, such Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of such Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrowers on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrowers for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than

2:00 p.m., Chicago, Illinois time, on the date that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 10:00 a.m., Chicago, Illinois time, on such date, or, if such notice has not been received by the Borrower Representative prior to such time on such date, then not later than 2:00 p.m., Chicago, Illinois time, on (i) the Business Day that the Borrower Representative receives such notice, if such notice is received prior to 10:00 a.m., Chicago, Illinois time, on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower Representative receives such notice, if such notice is not received prior to such time on the day of receipt; provided that the Borrower Representative may, subject to the conditions to borrowing set forth herein, request in accordance with this Agreement that such payment be financed with a Prime Rate Borrowing in an equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting Prime Rate Borrowing. If the Borrowers fail to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrowers, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse such Issuing Bank for any LC Disbursement (other than the funding of Prime Rate Loans as contemplated above) shall not constitute a Loan and shall not relieve the Borrowers of their obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any

consequence arising from causes beyond the control of any Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by such Borrowers that are caused by an Issuing Bank'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 Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. An Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower Representative by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate per annum then applicable to Prime Rate Loans; provided that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.11(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. An Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of such Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.10(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to include such successor or any previous Issuing Bank, or such successor and all previous Issuing Banks, as the

context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank 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.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than 51% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Borrowers shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any of the Borrowers described in clauses (h) or (i) of Article VII. The Borrowers also shall deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.09(b). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse an Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 51% of the total LC Exposure), be applied to satisfy other obligations of the Borrowers under this Agreement. If the Borrowers are required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower Representative within three Business Days after all Events of Default have been cured or waived. If the Borrowers are required to provide an amount of cash collateral hereunder pursuant to Section 2.09(b), such amount (to the extent not applied as aforesaid) shall be returned to the Borrower Representative as and to the extent that, after giving effect to such return, the Borrowers would remain in compliance with Section 2.09(b) and no Default shall have occurred and be continuing.

SECTION 2.05 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Chicago, Illinois time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower Representative by promptly crediting the amounts so received, in like funds, to an account of the Borrowers maintained with the Administrative Agent

in Chicago, Illinois and designated by the Borrower Representative in the applicable Borrowing Request (such account, the "Funding Account") or as otherwise directed by Borrower Representative; provided that Prime Rate Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.04(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. If a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrowers, the interest rate applicable to Prime Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.06 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower Representative may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower Representative.

(c) Each telephonic (and electronic, if so agreed by the parties) and written Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be a Prime Rate Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Prime Rate Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to a Prime Rate Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.07 Termination and Reduction of Commitments.

(a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Borrowers may at any time terminate, or from time to time reduce, the Commitment; provided that (i) each reduction of the Commitments shall be in an amount equal to $1,000,000 or an integral multiple of $500,000 in excess thereof and (ii) the Borrowers shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.09, the sum of the Revolving Exposures would exceed the total Commitments.

(c) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section, at least five Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the

Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.08 Repayment of Loans; Evidence of Debt.

(a) The Borrowers hereby unconditionally promise to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan of such Lender on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received
by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraphs (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

SECTION 2.09 Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section.

(b) In the event and on such occasion that the sum of the Revolving Exposures exceeds the total Commitments, the Borrowers shall prepay Borrowings (or, if no such Borrowings are outstanding, deposit cash collateral in an account with the Administrative Agent pursuant to Section 2.04(j)) in an aggregate amount equal to such excess.

(c) Prior to any optional or mandatory prepayment of Borrowings hereunder, the Borrower Representative shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to this Section.

(d) The Borrower Representative shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 2:30 p.m., Chicago, Illinois time, three Business Days before the date of prepayment or (ii) in the case of prepayment of a Prime Rate Borrowing, not later than 2:30 p.m., Chicago, Illinois time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that, if a notice of optional prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.07, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.07. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment.

SECTION 2.10 Fees.

(a) The Borrowers agree to pay to the Administrative Agent for the account of each Lender a fee, which fee (the "Non-Use" fee) shall accrue at the Applicable Rate on the average daily unused amount of the Commitment of such Lender during the period from and including the date hereof to but excluding the date on which such Commitment terminates. Accrued Non-Use fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All Non-Use fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing such Non-Use fees, a Commitment of a Lender shall be deemed to be used to the extent of the outstanding Loans and LC Exposure of such Lender.

(b) The Borrowers agree to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurodollar Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure (provided, however, that in no event shall such participation fees for any single Letter of Credit be less than $500) and (ii) to the applicable Issuing Bank a fronting fee, which shall accrue at the rate separately agreed upon by Borrower Representative and the Issuing Bank during the period from and including the Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to the amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be

payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

SECTION 2.11 Interest.

(a) The Loans comprising each Prime Rate Borrowing shall bear interest at the Prime Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrowers hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate. The "Default Rate" shall be equal to 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this section or in the case of any other amount, 2% plus the rate applicable to Prime Rate Loans as provided in paragraph (a) of this Section.

(d) Accrued interest on each Loan shall be payable in arrears not more than five (5) Business Days after receipt by Borrower of an Interest Notice and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Prime Rate Loan prior to the end of the Revolving Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The Prime Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.12 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as a Prime Rate Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

SECTION 2.13 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank; or

(ii) impose on any Lender or any Issuing Bank or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise), then the Borrowers will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration

such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraphs (a) or (b) of this Section shall be delivered to the Borrower Representative, demonstrating in reasonable detail the calculation of the amounts, and shall be conclusive absent manifest error. The Borrowers shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 90 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive and if such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of such Change of Law within 90 days after the adoption, enactment or similar act with respect to such Change of Law, then the 90-day period referred to above shall be extended to include the period from the effective date of such Change of Law to the date of such notice.

SECTION 2.14 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.17, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that

such Lender is entitled to receive pursuant to this Section, demonstrating in reasonable detail the calculation of the amounts, shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.15 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrowers shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrowers shall make such deductions and (iii) the Borrowers shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

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

(c) The Borrowers shall indemnify the Administrative Agent, each Lender and each Issuing Bank, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Lender or such Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Representative by a Lender or an Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, demonstrating in reasonable detail the calculation of the amounts, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Borrower to a Governmental Authority, the Borrower Representative shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower Representative (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower Representative as will permit such payments to be made without withholding or at a reduced rate.

(f) If the Administrative Agent, a Lender, or an Issuing Bank determines, in its sole discretion, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which a Borrower has paid additional amounts pursuant to this Section 2.15, it shall pay over such refund to such Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section 2.15 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent, such Lender or such Issuing Bank and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Borrower, upon the request of the Administrative Agent, such Lender or such Issuing Bank, agrees to repay the amount paid over to such Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or such Issuing Bank in the event the Administrative Agent, such Lender or such Issuing Bank is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Administrative Agent, any Lender or any Issuing Bank to make available its tax returns (or any other information relating to its taxes which it deems confidential) to any Borrower or any other Person.

SECTION 2.16 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrowers shall make each payment required to be made by then hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Sections 2.13, 2.14 or 2.15, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:30 p.m., Chicago, Illinois time), on the date when due, in immediately available funds, without setoff, deduction or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 2000 South Naperville Road, Wheaton, Illinois 60187, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Sections 2.13, 2.14, 2.15 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest

and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrowers or any other Loan Party or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Lender agrees that it will not exercise any right of setoff or counterclaim or otherwise obtain payment in respect of any Obligation owed to it other than principal of and interest accruing on the Loans and participations in the LC Disbursements, unless all of the outstanding principal of and accrued interest on the Loans and LC Disbursements have been paid in full. The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable Issuing Bank, as the case may be, the amount due. If the Borrowers have not in fact made such payment when due, then each of the Lenders or the applicable Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to this Agreement, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid.

SECTION 2.17 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.13, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.13 or 2.15, 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 Borrowers hereby agree 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 2.13, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, or if any Lender is a Defaulting Lender or otherwise defaults in its obligation to fund Loans hereunder or 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 Borrowers may, at their 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 9.04), 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)such assignor Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, 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 Borrowers (in the case of all other amounts) and (ii) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or payments required to be made pursuant to Section 2.15, 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 or consent by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

SECTION 2.18 Defaulting Lender.

(a) Notwithstanding anything to the contrary contained herein, in the event any Lender (x) has refused (which refusal constitutes a breach by such Lender of its obligations under this Agreement) to make available its portion of any Loan or (y) notifies either the Administrative Agent or the Borrower Representative that such Lender does not intend to make available its portion of any Loan (if

the actual refusal would constitute a breach by such Lender of its obligations under this Agreement) (each, a " Lender Default"), all rights and obligations hereunder of such Lender (a "Defaulting Lender") as to which a Lender Default is in effect and of the other parties hereto shall be modified to the extent of the express provisions of this Section while such Lender Default remains in effect.

(b) Advances shall be incurred pro rata from Lenders which are not Defaulting Lenders (the " Non-Defaulting Lenders") based on their respective Commitments) and no Commitment of any Lender or any pro rata share of any Loans required to be advanced by any Lender shall be increased as a result of such Lender Default. Amounts received in respect of principal of any type of Loans shall be applied to reduce the applicable Loans of each Lender pro rata based on the aggregate of the outstanding Loans of that type of all Lenders at the time of such application; provided that such amount shall not be applied to any Loans of a Defaulting Lender at any time when, and to the extent that, the aggregate amount of Loans of any Non-Defaulting Lender exceeds such Non-Defaulting Lender's Commitment of all Loans then outstanding.

(c) A Defaulting Lender shall not be entitled to give instructions to the Administrative Agent or to approve, disapprove, consent to or vote on any matters relating to this Agreement and the other Loan Documents. All amendments, waivers and other modifications of this Agreement and the other Loan Documents may be made without regard to a Defaulting Lender and, for purposes of the definition of "Required Lenders," a Defaulting Lender shall be deemed not to be a Lender and not to have Loans outstanding.

(d) Other than as expressly set forth in this Section, the rights and obligations of a Defaulting Lender (including the obligation to indemnify the Administrative Agent) and the other parties hereto shall remain unchanged. Nothing in this Section shall be deemed to release any Defaulting Lender from its obligations under this Agreement and the other Loan Documents, shall alter such obligations, shall operate as a waiver of any default by such Defaulting Lender hereunder, or shall prejudice any rights which the Borrowers, the Administrative Agent or any Lender may have against any Defaulting Lender as a result of any default by such Defaulting Lender hereunder.

(e) In the event a Defaulting Lender retroactively cures to the satisfaction of the Administrative Agent the breach which caused a Lender to become a Defaulting Lender, such Defaulting Lender shall no longer be a Defaulting Lender and shall be treated as a Lender under this Agreement and the other Loan Documents.

ARTICLE III
Representations and Warranties

The Borrowers represent and warrant to the Lenders that:

SECTION 3.01 Organization; Powers. Each of the Borrowers and 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.

SECTION 3.02 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 Borrowers and constitutes, and each other Loan 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 Borrowers 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.

SECTION 3.03 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 Borrowers 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 Borrowers or any other Loan Party or their assets, or give rise to a right thereunder to require any payment to be made by the Borrowers or any other Loan Party, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrowers or any other Loan Party, except Liens created under the Loan Documents, Permitted Encumbrances and Liens permitted under Section 6.02.

SECTION 3.04 Financial Condition. The Borrowers have heretofore furnished or made available to the Lenders the Company's consolidated balance sheet and statements of income, stockholders equity and cash flows (1) as of and for the fiscal year ended December 31, 2006 and (2) as of and for the fiscal quarter ended September 30, 2007, certified by its chief financial officer. The Borrowers have also made available the balance sheet and statements of income and cash flow for Extended Care Information Network, Inc.(1) as of and for the fiscal year ended December 31, 2006 and (2) as of and for the ten months ended October 31, 2007. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries and Extended Care Information Network, Inc. as applicable as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (2) of the first and second sentences of this paragraph. Since December 31, 2006, there has been no material adverse change in the business, financial condition or results of operations, of the Company and its Subsidiaries (including, for the sake of clarity, Extended Care Information Network, Inc.), taken as a whole. 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 Company, after giving effect to the Transactions, none of the Company or its Subsidiaries (including, for the sake of clarity, Extended Care Information Network, Inc.) has, as of the Effective Date, any material contingent liabilities or material unrealized losses except as evidenced by the Loan Documents.

SECTION 3.05 Properties.

(a) The Borrowers and each other Loan Party have 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.

(b) The Borrowers and each other Loan Party owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Borrowers 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.

SECTION 3.06 Litigation and Environmental Matters.

(a) Except as set forth in the SEC Reports or on Schedule 3.06, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrowers, threatened against or affecting any Borrower or any other Loan Party (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, 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, none of the Borrowers 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" and "toxic" substances. No such substances have been released at any site or facility owned or controlled by any Borrower or any other Loan Party which would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.07 Compliance with Laws. The Borrowers 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.

SECTION 3.08 Investment Company Status. Neither the Borrowers 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.

SECTION 3.09 Taxes. The Borrowers 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 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 such

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.

SECTION 3.10 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.

SECTION 3.11 Disclosure. None of the reports, financial statements, certificates or other written information (other than financial projections (such projections being prepared in good faith and based upon assumptions the Company believes to have been reasonable at the time made) and information of a general economic or industry specific nature) furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole and together with the Company's SEC Reports, as of the date furnished, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in the light of the circumstances under which they were made, not materially misleading.

SECTION 3.12 Subsidiaries. As of the date of this Agreement, the Company has no Subsidiaries other than as set forth on Schedule 3.12 hereto. As of the date of this Agreement, the Company owns, directly or indirectly, the stated percentage of the issued and outstanding Equity Interests in and to each Subsidiary listed on Schedule 3.12 hereto.

SECTION 3.13 Insurance. As of the Effective Date, all premiums due in respect of all insurance maintained by the Borrowers have been paid.

SECTION 3.14 Labor Matters. As of the Effective Date, there are no strikes, lockouts or slowdowns against the Borrowers pending or, to the knowledge of the Borrowers, 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 Borrowers, or for which any claim may be made against the Borrowers, 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 Borrowers 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 any Borrower is bound.

SECTION 3.15 Solvency. Immediately after the consummation of the Transactions to occur on the Effective Date and immediately following the making of each Loan made on the Effective Date and after giving effect to the application of the proceeds of such Loans, (a) the fair value of the assets (including goodwill) of each Borrower, at a fair valuation, will exceed its debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the aggregate assets (including goodwill) of each Borrower will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (c) each Borrower will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (d) each Borrower will not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted following the Effective Date.

ARTICLE IV
Conditions

SECTION 4.01 Effective Date. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) counterparts of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed counterparts of this Agreement.

(b) The Administrative Agent (or its counsel) shall have received from Borrowers an original of each Note signed on behalf of Borrowers.

(c) The Administrative Agent (or its counsel) shall have received from Borrowers and from each other party to the Loan Documents (other than the Notes) either (i) counterparts of each applicable Loan Document signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or PDF transmission of a signed signature page of the applicable Loan Document) that such party has signed counterparts of such Loan Document.

(d) The Administrative Agent shall have received written opinions (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of counsel for the Borrowers, in form and substance reasonably satisfactory to the Administrative Agent and its counsel, covering such other matters relating to the Borrower, the Loan Documents or the Transactions as the Required Lenders shall reasonably request.

(e) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Borrower, the authorization of the Transactions and any other legal matters relating to the Borrowers, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(f) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by an appropriate officer or other responsible party acceptable to Administrative Agent on behalf of the Borrowers, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(g) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by Borrowers hereunder or under any other Loan Document.

(h) The Administrative Agent and the Lenders shall have received evidence that the insurance required by Section 5.07 is in effect.

(i) The Administrative Agent shall notify the Borrowers and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02 Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (other than a Borrowing which is merely a conversion or continuation of existing Loans), and of the Issuing Banks to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrowers set forth in the Loan Documents (other than Section 3.06, the fourth sentence of Section 3.04 and Section 3.15) shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

Each Borrowing (other than a Borrowing which is merely a conversion or continuation of existing Loans) and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V
Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, the Borrowers covenant and agree with the Lenders that:

SECTION 5.01 Financial Statements and Other Information. The Borrowers will furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each fiscal year of the Company, its audited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit; provided that, if the Company switches from one independent public accounting firm to another and if such switch has occurred during any fiscal period being audited by such new accounting firm, the audit report of any such new accounting firm may contain a qualification or exception as to the scope of such consolidated financial statements that relates to the period of such fiscal period prior to its retention) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each fiscal quarter (excluding the last fiscal quarter) of each fiscal year of the Company, its consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clauses (a) or (b) above, a certificate of a Financial Officer of the Company, in the form of Exhibit B hereto, (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 5.12 and 6.12 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the Effective Date and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Company or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by the Company to its shareholders generally, as the case may be;

(e) within thirty (30) days after the commencement of each fiscal year of the Company, the Company's strategic plan, to include a detailed consolidated budget for such fiscal year (including a projected consolidated balance sheet and related statements of

projected operations and cash flow as of the end of and for such fiscal year and setting forth the assumptions used for purposes of preparing such budget and including detailed break-outs for each fiscal quarter) and, promptly when available, any significant revisions of such budget; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Company or any other Loan Party, or compliance with the terms of any Loan Document, as the Administrative Agent may reasonably request.

SECTION 5.02 Notices of Material Events. The Borrower Representative will furnish to the Administrative Agent prompt written notice of the following:

(a) the occurrence of any 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 Affiliate thereof that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower Representative setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Information Regarding the Borrowers. The Borrower Representative will furnish to the Administrative Agent prompt written notice of any change (i) in any Loan Party's jurisdiction of organization or corporate name, (ii) in the location of any Loan Party's chief executive office or its principal place of business, (iii) in any Loan Party's identity or corporate structure or (iv) in any Loan Party's Federal Taxpayer Identification Number.

SECTION 5.04 Existence; Conduct of Business. The Company will, and will cause each other Loan Party to, 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 material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or any sale, transfer or disposition permitted under Section 6.05; provided, further, that neither the Company nor any of its Subsidiaries shall be required to preserve any right or franchise if the Company or such Subsidiary shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company or such Subsidiary, as the case may be, and that the loss thereof is not disadvantageous in any material respect to the Company, such Subsidiary or the Lenders.

SECTION 5.05 Payment of Obligations. The Borrowers will, and will cause each other Loan Party to, pay its Indebtedness and other obligations, including liabilities for Taxes, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrowers or such other Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligation and (d) the failure to make payment pending such contest would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.06 Maintenance of Properties. The Borrowers will, and will cause each other Loan Party to, keep and maintain all property material to the conduct of its business in good working order and condition, 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.

SECTION 5.07 Insurance. The Borrowers will, and will cause each other Loan Party to, 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 Company 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 Borrowers nor any Loan Party shall be required to maintain worker's compensation insurance so long as the Borrowers 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 Borrowers will furnish to the Lenders, upon request of the Administrative Agent or any Lender, information in reasonable detail as to the insurance so maintained.

SECTION 5.08 Books and Records; Inspection and Audit Rights . The Borrowers will, and will cause each other Loan Party to, 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 Borrowers 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 Company 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 each Lender and (iii) neither the Company 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.

SECTION 5.09 Compliance with Laws. The Borrowers will, and will 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.

SECTION 5.10 Use of Proceeds and Letters of Credit. The Letters of Credit and the proceeds of the Loans will be used only for (i) the acquisition of a subsidiary to be concluded concurrently with the execution hereof and (ii) for general corporate purposes, which may include refinancing existing Indebtedness and the consummation of acquisitions permitted hereunder. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X.

SECTION 5.11 Further Assurances. The Borrowers will, and will cause each other Loan Party to, use commercially reasonable efforts to execute any and all further documents, agreements and instruments, and take all such further actions, which may be required under any applicable law, or which the Administrative Agent or the Required Lenders may reasonably request, to effectuate the transactions contemplated by the Loan Documents, all at the expense of the Loan Parties.

SECTION 5.12 Financial Covenants. The Borrowers will have and maintain:

(a) Total Leverage Ratio – a Total Leverage Ratio of not greater than 3.00 to 1.00 as of any date of determination. For purpose of this calculation, the balance outstanding and unpaid on Company's $82,500,000.00 of 3.5% Convertible Senior Debentures shall be considered Indebtedness.

(b) Interest Coverage Ratio – an Interest Coverage Ratio of not less than 4.00 to 1.00 as of the end of each fiscal quarter.

ARTICLE VI
Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements shall have been reimbursed, the Borrowers covenant and agree with the Lenders that:

SECTION 6.01 Indebtedness. The Borrowers will not create, incur, assume or permit to exist any Indebtedness which, after giving effect to the creation, incurrence, or assumption thereof on a pro forma basis will cause or will likely cause the violation of either or both of the Financial Covenants set forth at Section 5.12.

SECTION 6.02 Liens. The Borrowers will not, and will not permit any other Loan Party to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(i) Liens created under the Loan Documents;

(ii) Liens listed on Schedule 6.02 attached hereto and any renewals, replacements or extensions thereof;

(iii) Liens created pursuant to Capital Lease Obligations or purchase money Indebtedness, provided that such Liens are only in respect of the property or assets subject to, and secure only, the respective Capital Lease Obligations or purchase money Indebtedness or extensions, renewals or replacements of the foregoing;

(iv) cumulative of the Liens permitted under the other provisions of this Section, Liens securing Indebtedness not exceeding, in the aggregate at any one time outstanding, $7,000,000.00;

(v) Permitted Encumbrances; and

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

SECTION 6.03 Fundamental Changes.

(a) The Company will not, nor will it permit any other Loan Party to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, if such merger or consolidation would result in a Change in Control of the Company.

(b) The Borrowers will not, and will not permit any other Loan Party to, engage to any material extent in any business other than businesses of the type conducted by the Borrowers and the other Loan Parties on the date of execution of this Agreement and businesses reasonably related thereto or, in the good faith judgment of the board of directors of the Company, which are incidental or related thereto, reasonable extensions thereof or reasonably similar or complementary thereto.

SECTION 6.04 [RESERVED]:

SECTION 6.05 Asset Sales. The Borrowers will not, and will not permit any other Loan Party to, sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will the Company permit any of its Subsidiaries to issue any additional Equity Interest in such Subsidiary (each such event, an "Asset Sale"), except:

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

(b) dispositions of used, damaged, worn out, obsolete or surplus property by the Company 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 Company 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 Company and its Subsidiaries taken as a whole;

(c) sales, transfers, issuances and dispositions by the Company to any of its wholly-owned Subsidiaries or by any wholly-owned Subsidiary of the Company to the Company or any other wholly-owned Subsidiary of the Company;

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

(e) Investments and other transactions in compliance with Section 6.03 or as otherwise permitted hereunder;

(f) dispositions of cash and cash equivalents and inventory and goods held for sale in the ordinary course of business;

(g) Asset Sales where (x) property is exchanged for credit against the purchase price of similar replacement property or (y) the proceeds of such Asset Sale are promptly applied to the purchase price of such replacement property;

(h) dispositions of accounts receivable in connection with the collection or compromise thereof;

(i) 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 Company and the Subsidiaries;

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

(k) to the extent allowable under Section 1031 of the Code (or comparable or successor provision), any exchange of like property for use in the ordinary course of the business of the Companies taken as a whole;

(l) Restricted Payments permitted by Section 6.08; and

(m) other Asset Sales; provided that (i) the Sold Asset Revenues in respect of any Asset Sale, calculated in the aggregate with the Sold Asset Revenues of all other Asset Sales made in accordance with this clause (m) during the preceding four (4) fiscal quarters, does not exceed 25% of total revenues of the Company and its Subsidiaries taken as a whole for the four fiscal quarters period ending immediately prior to the consummation of such Asset Sale, (ii) no Default or Event of Default shall occur or shall reasonably be expected to occur with respect to any Asset Sale proposed to be consummated pursuant to this clause (m) by virtue of any reduction in the total revenues of the Company and its Subsidiaries and (iii) the Net Cash Proceeds of any Asset Sales pursuant to this Section 6.05(m) shall be applied to prepay the Loans;

provided that all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by clause (b) above) shall be made to unaffiliated third parties for fair value and for cash consideration of not less than 70% of the value of the property sold.

SECTION 6.06 [RESERVED].

SECTION 6.07 Swap Agreements. The Borrowers will not, and will not permit any other Loan Party to, enter into any Swap Agreement except (i) to hedge or mitigate actual risk or (ii) as otherwise approved (excluding any pricing terms in connection with any Swap Agreement offered by a Lender) by Administrative Agent (such approval not to be unreasonably withheld or delayed).

SECTION 6.08 Restricted Payments. The Borrowers will not, nor will it permit any other Loan Party to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, outside of the ordinary course of business, if the declaration or making of such Restricted Payment would on a pro forma basis reasonably be expected to cause a default of the Financial Covenants set forth at Section 5.12 hereof; provided, that the foregoing will not restrict any Restricted Payments by any Loan Party to any other Loan Party or any Subsidiary that is a wholly-owned Subsidiary of the Company and Restricted Payments by any Subsidiary to its direct parent, provided such parent is a Loan Party.

SECTION 6.09 Transactions with Affiliates. The Borrowers will not, nor will they permit any other Loan Party to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business that are at prices and on terms and conditions not less favorable to the Borrowers or such other Loan Party than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Borrowers and any Loan Party not involving any other Affiliate, (c) transactions (if any) described on Schedule 6.09 attached hereto, (d) any Affiliate who is an individual may serve as director, officer, employee or consultant of the Company 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 Company) for his or her services in such capacity, (e) the Company or any of its Subsidiaries may enter into nonexclusive licenses of patents, copyrights, trademarks, trade secrets and other intellectual property with the Company or any of its Subsidiaries, (f) any transaction between or among the Company and its Subsidiaries that is otherwise permitted under Article VI, (g) payments permitted by Section 6.08, (h) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods and services, in each case in the ordinary course of business and otherwise not prohibited by the Loan Documents, (i) the existence of, and the performance by any Loan Party of its obligations under the terms of, any limited liability company, limited partnership or other organizational document or securityholders agreement (including any registration rights agreement or purchase agreement related

thereto) to which it is a party on the date hereof and which has been disclosed to the Lenders as in effect on the date hereof, and similar agreements that it may enter into thereafter; provided, however, that the existence of, or the performance by any Loan Party of obligations under, any amendment to any such existing agreement or any such similar agreement entered into after the date hereof shall only be permitted by this Section 6.09(i) to the extent not materially more adverse to the interest of the Lenders, when taken as a whole, than any of such documents and agreements as in effect on the date hereof, (j) sales of common stock of the Company to Affiliates of the Company not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith and (k) any transaction with an Affiliate where the only consideration paid by any Loan Party is common stock of the Company.

SECTION 6.10 Restrictive Agreements. The Borrowers will not, nor will they permit any other Loan Party to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of any Borrower or any other Loan Party to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary of the Company to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to the Company or any other Subsidiary of the Company or to Guarantee Indebtedness of the Company or any other Subsidiary of the Company; provided that the foregoing shall not apply to (A) restrictions and conditions imposed by law or by any Loan Document, (B) 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), (C) any restrictions consisting of customary provisions contained in leases, licenses and joint ventures and other agreements, (D) restrictions with respect to any Asset Sale permitted under Section 6.05 pending the close of the sale of such Asset Sale, (E) any restriction or encumbrance on the transfer of any assets subject to the Liens permitted by Section 6.02 and Permitted Encumbrances, (F) prohibitions or conditions under applicable law, rule or regulation, (G) any agreement or instrument in effect at the time a Person first became a Subsidiary of the Company or the date such agreement or instrument is otherwise assumed by the Company 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 Company or such assumption, (H) customary provisions in organizational documents, asset sale and stock sale agreements and other similar agreements that restrict the transfer of ownership interests in any partnership, limited liability company or similar Person, (I) 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, (J) any instrument governing Indebtedness assumed in connection with any transaction permitted by Section 6.14, 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, (K) 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 Equity Interests of or property held in the subject joint venture or other entity, (L) 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 clause (G) above, and (M) any prohibition or limitation that restricted subletting or assignment of leasehold interests contained in any lease or sublease governing a leasehold interest of the Company or a Subsidiary. Without limiting the foregoing, the Borrowers will not, nor will they permit, any Loan Party to enter into any so-called negative pledge agreements with any other creditor.

SECTION 6.11 [RESERVED]

SECTION 6.12 Additional Subsidiaries. The Borrowers will not, and will not permit any other Loan Party to, form or acquire any material Subsidiary after the Effective Date except that the Company or any of its Subsidiaries may form, create or acquire a material Subsidiary so long as (a) immediately thereafter and giving effect thereto, no event will occur and be continuing which constitutes a Default and (b) on or after the 30th day after formation or acquisition thereof, such Subsidiary shall execute and deliver a Joinder Agreement in substantially the form attached hereto as Exhibit D.

SECTION 6.13 Intentionally Omitted.

SECTION 6.14 Acquisitions. The Company will not, and will not permit any other Loan Party to, enter into any transaction or series of transactions for the purposes of acquiring all or a substantial portion of the assets, property and/or Equity Interests in and to any Person other than the acquisition by the Company or any Loan Party of Equity Interests (which may be way of a merger with and into the Company or another Loan Party so long as the Company or the applicable Loan Party is the surviving entity), or all or a substantial portion of the assets, property and/or operations of, any Person provided that

(a) no Default or Event of Default shall have occurred and be continuing or, on a pro forma basis, would reasonably be expected to result from such acquisition; and

(b) such acquisition is of a Person in a business reasonably related to Borrowers' existing business (or of assets used in a reasonably-related business);

provided, that the foregoing shall not restrict:

(a) Capital Expenditures by the Company and its Subsidiaries;

(b) purchases and other acquisitions of inventory, materials, equipment and intangible property in the ordinary course of business;

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

(d) transactions permitted by Section 6.08;

(e) Investments and other transactions in compliance with Section 6.03; and

(f) the consummation of the ECIN Acquisition.

ARTICLE VII
Events of Default

If any of the following events ("Events of Default") shall occur:

(a) the Borrowers shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrowers or any other Loan Party in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document (other than projections) furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrowers or any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.02, 5.10 or 5.12 or in Article VI;

(e) the Borrowers or any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.01 and such failure shall continue unremedied for a period of 10 days after written notice thereof from the Administrative Agent to the Borrower Representative.

(f) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clauses (a), (b), (d) or (e) of this Article), and such failure shall continue unremedied for a period of 30 days after the earlier of (i) the date any senior officer (including, for the sake of clarity, any executive vice-president or more senior officer) of the Borrower Representative shall have actual knowledge of such failure and (ii) written notice thereof from the Administrative Agent to the Borrower Representative (which notice will be given at the request of the Required Lenders);

(g) the Borrowers or any other Loan Party shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable and the same shall continue beyond all applicable grace periods;

(h) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity;

(i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Borrower or any other Loan Party or their debts, or of a substantial part of their assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any other Loan Party or for a substantial part of their assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(j) a Borrower or any other Loan Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any other Loan Party or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(k) a Borrower or any other Loan Party shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(l) one or more judgments for the payment of money in an aggregate amount in excess of $3,000,000.00 shall be rendered against any Borrower or any other Loan Party and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of such Borrower or any other Loan Party to enforce any such judgment, provided, however, 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 such Borrower or such other Loan Party;

(m) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(n) a Change in Control shall occur;

(o) the Loan Guaranty shall cease to be the legal, valid and binding obligation of any Loan Guarantor or such Loan Guarantor shall take any action to discontinue or assert the invalidity or unenforceability of the Loan Guaranty, or any Loan Guarantor shall deny that it has any further liability under the Loan Guaranty to which it is a party, or (ii) any Loan Guarantor shall fail to comply

with any of the material terms or provisions of the Loan Guaranty to which it is a party, or shall give notice to such effect, and such failure shall continue unremedied for a period of 30 days after the earlier of (x) the date any senior officer (including, for the sake of clarity, any executive vice-president or more senior officer) of the Borrower Representative shall have actual knowledge of such failure and (y) written notice thereof from the Administrative Agent to the Borrower Representative (which notice will be given at the request of the Required Lenders);

(p) the occurrence or existence of any default, event of default or other similar condition or event (however described) with respect to Rate Management Transactions, which default, event of default or other similar condition or event could reasonably be expected to have a Material Adverse Effect;

then, and in every such event (other than an event with respect to a Borrower described in clauses (i) or (j) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, with the consent of the Required Lenders and shall, at the request of the Required Lenders, by notice to the Borrower Representative, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of any event with respect to a Borrower described in clauses (i) or (j) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

ARTICLE VIII
The Administrative Agent

Each of the Lenders and each Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Company or any of its Subsidiaries or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct, BUT REGARDLESS OF THE PRESENCE OF ORDINARY NEGLIGENCE. The Administrative Agent shall not be deemed to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower Representative or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may (and, in the event (i) neither the Administrative Agent nor any Affiliate of the Administrative Agent, as a Lender, has any Revolving Exposure or unused Commitment and (ii) the Required Lenders so request, the Administrative Agent shall) resign at any time by notifying the Lenders, the Issuing Banks and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrower Representative, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent which shall be a bank with an office in Chicago, Illinois, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

ARTICLE IX
Miscellaneous

SECTION 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to any of the Borrowers, to the Borrower Representative at 222 Merchandise Mart, Suite 2024, Chicago, Illinois 60654, attn: William J. Davis;

(ii) if to the Administrative Agent, to JP Morgan Chase Bank, N.A. 2000 South Naperville Road, Wheaton, Illinois, 60187, attn: Carl W. Jordan;

(iii) if to JP Morgan Chase Bank, N.A. in its capacity as a Bank, to 2000 South Naperville Road, Wheaton, Illinois, 60187, attn: Carl W. Jordan; and

(iv) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(b) If a notice is delivered by telecopy, it shall be promptly confirmed in a writing delivered by one of the other available delivery mechanisms provided above. 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 Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower Representative 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.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment

(including any mandatory prepayment) of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.16(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, or (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender provided further that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank without the prior written consent of the Administrative Agent or such Issuing Bank and (B) no consent of the Administrative Agent or any Lender shall be required to release any Lien or security interest on any asset or property of the Company or any of its Subsidiaries in connection with a sale, transfer or disposition of such asset or property made in compliance with this Agreement.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, any Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrowers shall indemnify the Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any other agreement or instrument contemplated hereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or

from any property currently or formerly owned or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee, BUT THE PRESENCE OF ORDINARY NEGLIGENCE SHALL NOT AFFECT THE AVAILABILITY OF SUCH INDEMNITY.

(c) To the extent that the Borrowers fail to pay any amount required to be paid by them to the Administrative Agent or any Issuing Bank under paragraphs (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or such the Issuing Bank, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or such Issuing Bank in its capacity as such. For purposes hereof, a Lender's "pro rata share" shall be determined based upon (without duplication) its share of the sum of the total Revolving Exposures and unused Commitments at the time.

(d) To the extent permitted by applicable law, neither the Borrowers nor any other Loan Party shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than three Business Days after written demand therefor.

SECTION 9.04 Successors and Assigns.

(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 any Issuing Bank that issues any Letter of Credit), except that (i) the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any 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. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower Representative, provided that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee; and

(B) the Administrative Agent; and

(C) each Issuing Bank.

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

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment, the amount of the Commitment 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 and shall not result in the assigning Lender holding Commitments and Loans in an aggregate amount which is less than $5,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent, provided that no such consent of the Borrower Representative shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) 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

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

For the purposes of this Section, the term "Approved Fund" has the following meaning:

"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) of this Section, 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 2.13, 2.14, 2.15 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 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 Borrowers, 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 Commitment of, and principal amount of the Loans and LC Disbursements 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 Borrowers, the Administrative Agent, the Issuing Banks 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. The Register shall be available for inspection by the Borrower Representative, any Issuing Banks and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(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 Representative, the Administrative Agent or the Issuing Banks or the other Lenders, 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 Commitment 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 and (C) the Borrower Representative, the Administrative Agent, the Issuing Banks 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 or instrument 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 amendment, modification or waiver of any

provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 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 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Sections 2.13 or 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower Representative's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.15 unless the Borrower's Representative is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.15(e) as though it were a Lender.

(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 without limitation 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.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.14, 2.15 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties

relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by PDF shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the obligations of the Borrowers now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of each court of the County of Cook, State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois (Eastern Division), and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Cook County or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank, or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Borrower or such Borrower’s properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 USA Patriot Act. Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the Act.

ARTICLE X

Loan Guaranty

SECTION 10.01 Guaranty. Each Loan Guarantor (other than those that have delivered a separate Guaranty) hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, absolutely and unconditionally guarantees to the Lenders the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of

the Obligations and all costs and expenses including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Administrative Agent, the Issuing Bank and the Lenders in endeavoring to collect all or any part of the Obligations from, or in prosecuting any action against, any Borrower, any Loan Guarantor or any other guarantor of all or any part of the Obligations (such costs and expenses, together with the Obligations, collectively the "Guaranteed Obligations"). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

SECTION 10.02 Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent, the Issuing Bank or any Lender to sue any Borrower, any Loan Guarantor, any other guarantor, or any other person obligated for all or any part of the Guaranteed Obligations (each, an "Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03 No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other guarantor of or other person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, the Issuing Bank, any Lender, or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or

other person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Issuing Bank or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

SECTION 10.04 Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor, to the fullest extent permitted by law, irrevocably waives acceptance hereof, presentment, and any notice not provided for herein, as well as any requirement that at any time any action be taken by any person against any Obligated Party, or any other person. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

SECTION 10.05 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Administrative Agent, the Issuing Bank and the Lenders.

SECTION 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Issuing Bank and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Lender.

SECTION 10.07 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent, the Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08 Termination. The Lenders may continue to make loans or extend credit to the Borrowers based on this Loan Guaranty until five days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice, each Loan Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of that Guaranteed Obligations.

SECTION 10.09 Taxes. All payments of the Guaranteed Obligations will be made by each Loan Guarantor free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if any Loan Guarantor shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Guarantor shall make such deductions and (iii) such Loan Guarantor shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. The obligations of each Loan Guarantor under this Section 10.09 are subject in all respects to the limitations, qualifications and satisfaction of conditions set forth in Section 2.15 of this Agreement. Without limitation of the foregoing, the Administrative Agent, each Lender and each Issuing Bank are subject to the obligations set forth in Section 2.15 of this Agreement to the same extent as if set forth herein.

SECTION 10.10 Maximum Liability. The provisions of this Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "Maximum Liability"). This Section with respect to the Maximum Liability of each Loan Guarantor is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Loan Guarantor nor any other person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Loan Guarantor hereunder shall not be rendered voidable under applicable law. Each

Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Lenders hereunder, provided that, nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

SECTION 10.11 Contribution. In the event any Loan Guarantor (a "Paying Guarantor") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Loan Guaranty, each other Loan Guarantor (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article X, each Non-Paying Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Borrowers after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of both the Administrative Agent, the Issuing Bank, the Lenders and the Loan Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.12 Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Issuing Bank and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

The Borrower Representative

SECTION 11.01 Appointment; Nature of Relationship. Allscripts Healthcare Solutions, Inc. is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other

Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XI. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower. The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 11.01.

SECTION 11.02 Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 11.03 Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 11.04 Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default or Event of Default hereunder 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 Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 11.05 Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 11.06 Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers in Chicago, Illinois as of the day and year first above written.

BORROWERS:

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,
a Delaware corporation

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

ALLSCRIPTS, LLC,
a Delaware limited liability company

By: /s/ William J. Davis
Name: William J. Davis
Title: Vice President and Treasurer

A4 HEALTH SYSTEMS, INC.,
a North Carolina corporation

By: /s/ William J. Davis
Name: William J. Davis
Title: Vice President and Treasurer

A4 REALTY, LLC,
a North Carolina limited liability company

By: /s/ William J. Davis
Name: William J. Davis
Title: Vice President and Treasurer

IMMEDIATELY AFTER CONSUMMATION OF THE ECIN ACQUISITION (AS DEFINED HEREIN) EXTENDED CARE INFORMATION NETWORK, INC.,
a Delaware corporation

By: /s/ William J. Davis
Name: William J. Davis
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent and as an Issuing Bank

By: /s/ Frank F. Eichstaedt
Name: Frank F. Eichstaedt
Title: Senior Vice President

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and 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 meanings 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 and Assumption 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 respective facilities identified below (including any letters of credit, guarantees, and swingline loans included in such facilities) 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 and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____

   [and is an Affiliate/Approved Fund of [*identify Lender*]

3. Borrowers: ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a Delaware corporation,
   ALLSCRIPTS, LLC, a Delaware limited liability company,
   A4 HEALTH SYSTEMS, INC., a North Carolina corporation,
   A4 REALTY, LLC, a North Carolina limited liability company,
   EXTENDED CARE INFORMATION NETWORK, INC., a Delaware corporation

4. Administrative Agent: JPMORGAN CHASE BANK, N.A., as the administrative agent under the Credit Agreement

5. Credit Agreement: The $60,000,000.00 Credit Agreement dated as of December 31, 2007 among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a Delaware corporation, ALLSCRIPTS, LLC, a Delaware limited liability company, A4 HEALTH SYSTEMS, INC., a North Carolina corporation, A4 REALTY, LLC, a North Carolina limited liability company, EXTENDED CARE INFORMATION NETWORK, INC., a Delaware corporation, the Lenders parties thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent.

EXHIBIT A

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/ Loans
Revolving Commitment	$	$	%
	$	$	%
	$	$	%

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates on or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Company, the Loan Parties 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.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

EXHIBIT A

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Consented to:

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,
as Borrower Representative

By: _____
Name: _____
Title: _____

EXHIBIT A

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

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 and Assumption 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 Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of any Borrower, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any 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 and Assumption 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 a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption 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 Foreign Lender, attached to the Assignment and Assumption 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.

EXHIBIT A

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption 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 and Assumption by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Illinois.

EXHIBIT A

EXHIBIT B

COMPLIANCE CERTIFICATE

The undersigned hereby certifies that he is the Chief Financial Officer of Allscripts Healthcare Solutions, Inc., a Delaware Corporation (the "Borrower Representative"), and that as such he is authorized to execute this certificate on behalf of the Borrowers pursuant to the Credit Agreement (the "Agreement") dated as of December 31, 2007, by and among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a Delaware corporation, ALLSCRIPTS, LLC, a Delaware limited liability company, A4 HEALTH SYSTEMS, INC., a North Carolina corporation, A4 REALTY, LLC, a North Carolina limited liability company, EXTENDED CARE INFORMATION NETWORK, INC., a Delaware corporation, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent, and the Lenders therein named; and that a review has been made under his supervision with a view to determining whether the Loan Parties have fulfilled all of their respective obligations under the Agreement, the Notes and the other Loan Documents; and further certifies, represents and warrants that to his or her knowledge (each capitalized term used herein having the same meaning given to it in the Agreement unless otherwise specified):

(a) The financial statements delivered to the Administrative Agent concurrently with this Compliance Certificate have been prepared in accordance with GAAP consistently followed throughout the period indicated and fairly present in all material respects the financial condition and results of operations of the applicable Persons as at the end of, and for, the period indicated (subject, in the case of quarterly financial statements, to normal changes resulting from year-end adjustments and the absence of certain footnotes).

(b) No Default or Event of Default has occurred and is continuing. In this regard, the compliance with the provisions of Sections 5.12 as of the effective date of the financial statements delivered to the Administrative Agent concurrently with this Compliance Certificate is as follows:

(i) Section 5.12(a) – Total Leverage Ratio

Actual	**Required**
_____ to 1.00	3.00 to 1.00

(ii) Section 5.12(b) – Interest Coverage Ratio

Actual	**Required**
_____ to 1.00	4.00 to 1.00

DATED as of _____, 20__.

By: _____
Name: William J. Davis
Title: Chief Financial Officer

EXHIBIT C

REVOLVING LOAN NOTE

[$_____] [Date]
Chicago, Illinois

FOR VALUE RECEIVED, Allscripts Healthcare Solutions, Inc., a Delaware corporation, Allscripts LLC, a Delaware limited liability company, A4 Health Systems, Inc., a North Carolina corporation, A4 Realty, LLC, a North Carolina limited liability company, Extended Care Information Network, Inc., a Delaware corporation (together with permitted successors, herein collectively called "Maker"), jointly and severally promise to pay to the order of _____ ("Payee"), at the office of [Payee], in _____, in immediately available funds and in lawful money of the United States of America, the principal sum of _____ and No/100 Dollars ($_____) (or the unpaid balance of all principal advanced against this note, if that amount is less), together with interest on the unpaid principal balance of this note from time to time outstanding at the rate or rates provided in that certain Credit Agreement (as amended, supplemented, restated or replaced from time to time, the "Credit Agreement") dated as of December 31, 2007 among Maker, certain Lenders (including the Payee) and JPMorgan Chase Bank, N.A., as Administrative Agent. Any term defined in the Credit Agreement which is used in this note and which is not otherwise defined in this note shall have the meaning ascribed to it in the Credit Agreement.

1. Credit Agreement; Advances. This note has been issued pursuant to the terms of the Credit Agreement, and is one of the Notes referred to in the Credit Agreement. Advances against this note by Payee or other holder hereof shall be governed by the terms and provisions of the Credit Agreement. Reference is hereby made to the Credit Agreement for all purposes. Payee is entitled to the benefits of the Credit Agreement. The unpaid principal balance of this note at any time shall be the total of all amounts lent or advanced against this note less the amount of all payments or permitted prepayments made on this note and by or for the account of Maker. All loans and advances and all payments and permitted prepayments made hereon may be endorsed by the holder of this note on a schedule which may be attached hereto (and thereby made a part hereof for all purposes) or otherwise recorded in the holder's records; provided, that any failure to make notation of (a) any advance shall not cancel, limit or otherwise affect Maker's obligations or any holder's rights with respect to that advance, or (b) any payment or permitted prepayment of principal shall not cancel, limit or otherwise affect Maker's entitlement to credit for that payment as of the date received by the holder.

2. Mandatory Payments of Principal and Interest.

(a) Accrued and unpaid interest on the unpaid principal balance of this note shall be due and payable as provided in the Credit Agreement.

(b) On the Maturity Date, the entire unpaid principal balance of this note and all accrued and unpaid interest on the unpaid principal balance of this note shall be finally due and payable.

(c) The Credit Agreement provides for required prepayments of the indebtedness evidenced hereby upon terms and conditions specified therein.

3. Default. The Credit Agreement provides for the acceleration of the maturity of this note and other rights and remedies upon the occurrence of certain events specified therein.

4. Waivers by Maker and Others. Except to the extent, if any, that notice of default is expressly required herein or in any of the other Loan Documents, Maker and any and all co-makers, endorsers, guarantors and sureties severally waive notice (including, but not limited to, notice of intent to accelerate and notice of acceleration, notice of protest and notice of dishonor), presentment for payment, protest, diligence in collecting and the filing of suit for the purpose of fixing liability and consent that the time of payment hereof may be extended and re-extended from time to time without notice to any of them. Each such person agrees that his, her or its liability on or with respect to this note shall not be affected by any release of or change in any guaranty at any time existing or by the partial or complete unenforceability of any guaranty or other surety obligation, in each case in whole or in part, with or without notice and before or after maturity.

5. Paragraph Headings. Paragraph headings appearing in this note are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this note.

6. Choice of Law. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT**

7. Successors and Assigns. This note and all the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the respective legal representatives, heirs, successors and permitted assigns of Maker and Payee.

8. Records of Payments. The records of Payee shall be prima facie evidence of the amounts owing on this note (absent manifest error).

9. Severability. If any provision of this note is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this note shall not be affected thereby, and this note shall be liberally construed so as to carry out the intent of the parties to it.

10. Revolving Loan. Subject to the terms and provisions of the Credit Agreement, Maker may use all or any part of the credit provided to be evidenced by this note at any time before the Maturity Date. Maker may borrow, repay and reborrow hereunder, and except as set forth in the Credit Agreement there is no limitation on the number of advances made hereunder.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT C

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,
a Delaware Corporation

By: _____
Name: _____
Title: _____

ALLSCRIPTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

A4 HEALTH SYSTEMS, INC.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

A4 REALTY, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

EXTENDED CARE INFORMATION NETWORK, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT C

EXHIBIT D

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of _____, __, 200__, is entered into between _____, a _____(the "New Subsidiary") and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the " Administrative Agent") under that certain Credit Agreement, dated as of December 28, 2007 among Allscripts Healthcare Solutions, Inc., a Delaware corporation, Allscripts, LLC, a Delaware limited liability company, A4 Health Systems, Inc., a North Carolina corporation, A4 Realty, LLC, a North Carolina limited liability company, Extended Care Information Network, Inc., a Delaware corporation (the " Borrowers"), the Loan Parties party thereto, the Lenders party thereto and the Administrative Agent (as the same may be amended, modified, extended or restated from time to time, the " Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a "Loan Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in Article X of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 10.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Lenders, as provided in Article X of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally with the other Loan Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such other documents and instruments as requested by the Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:

_____
_____
_____
_____

4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Exhibit 99.1

Extended Care Information Network, Inc.
Reconciliation of Earnings Before Interest, Taxes,
Depreciation and Amortization (EBITDA)
(amounts in millions)
(amounts are estimates & unaudited)

	Year Ended December 31, 2007
Income before provision for income taxes	$4.6 - $4.9
Interest Expense	0.6
Depreciation and Amortization	1.2
Deal-related Expenses	0.7
EBITDA	$7.1 - $7.4