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

SCHEDULE 13D

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

ALLSCRIPTS–MISYS HEALTHCARE SOLUTIONS, INC.

(Name of Issuer)

Common Stock, $0.01 Par Value
(Title of Class of Securities)

01988P108
(CUSIP Number)

Dan Fitz
Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
44 (0)20 3320 5000

copies to:

Andrew L. Bab, Esq.
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
(212) 909-6323

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

October 10, 2008
(Date of event which requires filing of this Statement)

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

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

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

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

CUSIP Number 01988P108

1	NAMES OF REPORTING PERSONS: MISYS PLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 82,886,017
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 82,886,017
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 82,886,017	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 56.8%	
14	TYPE OF REPORTING PERSON CO	

CUSIP Number 01988P108

1	NAMES OF REPORTING PERSONS MISYS PATRIOT US HOLDINGS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 64,028,875
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 64,028,875
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 64,028,875	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 43.9%	
14	TYPE OF REPORTING PERSON PN	

CUSIP Number 01988P108

1	NAMES OF REPORTING PERSONS MISYS HOLDINGS INC. IRS Identification 51-0373419	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 64,028,875
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 64,028,875
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 64,028,875	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 43.9%	
14	TYPE OF REPORTING PERSON CO	

CUSIP Number 01988P108

1	NAMES OF REPORTING PERSONS MISYS PATRIOT LIMITED	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS BK, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 18,857,142
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 18,857,142
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,857,142	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 12.9%	
14	TYPE OF REPORTING PERSON OO	

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CONTINUATION PAGES TO SCHEDULE 13D

This Statement on Schedule 13D relates to the beneficial ownership of stock, par value $0.01 per share (the "Common Stock"), of Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the "Company"). This statement is being filed on behalf of the reporting persons (the "Reporting Persons") identified on the cover pages of this Statement. Information in respect of each Reporting Person is given solely by such Reporting Person, and no Reporting Person has responsibility for the accuracy or completeness of information supplied by any other Reporting Person.

Item 1. Security and Company.

The class of equity securities to which this Statement relates is the Common Stock issued by the Company, which has its principal executive offices at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654.

Item 2. Identity and Background.

Reporting Person: Misys plc ("Misys")

The place of organization of Misys is the United Kingdom. The principal business of Misys is providing software to clients in the international banking and healthcare industries. The principal office of Misys is One Kingdom Street, Paddington, London W2 6BL, UK.

During the last five years, Misys has not been either (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

Reporting Person: Misys Patriot US Holdings LLC ("MPUSH")

The place of organization of MPUSH is Delaware. MPUSH is a limited liability company and is a company formed to hold Misys' interest in the Company. The registered address of MPUSH is 103 Foulk Road, Suite 202, Wilmington, DE 19803.

Since its formation on September 25, 2008, MPUSH has not been either (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

Reporting Person: Misys Holdings Inc. ("MHI")

The place of organization of MHI is Delaware. MHI is a corporation and a holding company of Misys. The registered address of MPUSH is 103 Foulk Road, Suite 202, Wilmington, DE 19803.

During the last five years, MHI has not been either (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

Reporting Person: Misys Patriot Ltd. ("MPL")

The place of organization of MPL is the United Kingdom. MPL is a limited company incorporated in England and Wales and is a holding company of Misys. The registered office of MPL is One Kingdom Street, Paddington, London W2 6BL, UK.

Since its formation on July 9, 2008, MPL has not been either (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

The Reporting Persons have entered into a Joint Filing Agreement, dated as of October 20, 2008, a copy of which is attached hereto as Exhibit 99.1.

Item 3. Source and Amount of Funds or Other Consideration.

On October 10, 2008, pursuant to the Agreement and Plan of Merger, dated as of March 17, 2008 (the "Merger Agreement"), between Misys, Misys Healthcare Systems, LLC ("MHS"), Allscripts Healthcare Solutions, Inc. ("Allscripts") and Patriot Merger Company, LLC, MHI acquired 64,028,875 shares (the "MPUSH Shares") of common stock, par value $0.01 of the Company, in exchange for the contribution of all of the limited liability company interests of MHS. On October 10, 2008, MHI made a capital contribution to MPUSH of all of the MPUSH Shares.

On October 10, 2008, pursuant to the Merger Agreement, MPL acquired 18,857,142 shares of common stock (the "MPL Shares", and together with the MPUSH Shares, the "Shares"), par value $0.01, of the Company. To fund the acquisition of the Shares for an aggregate purchase price of $330,000,000, Misys used proceeds from a private placement of its ordinary shares to a subsidiary of ValueAct Capital Master Fund, L.P. ("Value Act Capital"), Misys' largest shareholder, and drew from both a $150.0 million revolving credit bridge facility agreement dated September 29, 2008 between Misys and HSBC Bank plc, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc and a $175.0 million bridge facility agreement dated September 29, 2008 between Misys and a subsidiary of ValueAct Capital.

Item 4. Purpose of Transaction.

Misys, through its wholly owned subsidiaries MPUSH and MPL, acquired the Shares on October 10, 2008 with the purpose of controlling the Company and realizing an economic benefit from increased value to be created by synergies between MHS and the Company.

Item 5. Interest in Securities of the Issuer.

(a) Misys is the indirect beneficial owner of 82,886,017 shares of the common stock of the Company, representing 56.8% of the outstanding shares of common stock of AM. MPUSH is the direct beneficial owner of 64,028,875 shares of the common stock of AM, representing 43.9% of the outstanding shares of common stock of AM. MPL is the direct beneficial owner of 18,857,142 shares of the common stock of AM, representing 12.9% of the outstanding shares of common stock of AM.

(b) In accordance with Item 5(a) above, Misys, as the parent entity of its indirect wholly owned subsidiaries, MPUSH and MPL, has shared power to direct the disposition of the MPUSH Shares and the MPL Shares. MPUSH has shared power to dispose of the MPUSH Shares. MPL has shared power to dispose of the MPL Shares.

(c) Other than as described in Item 4 above, no person named in response to paragraph (a) has effected any transaction in connection with the common stock of AM.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.

Misys is party to the (i) Relationship Agreement, dated as of March 17, 2008, by and between Misys and Allscripts and (ii) the First Amendment to the Relationship Agreement, dated as of August 14, 2008, by and between Misys and Allscripts, which, among other things, govern the ability of Misys to purchase and sell shares of common stock of AM.

Item 7. Material to be Filed as Exhibits

Exhibit 99.1.	Joint Filing Agreement pursuant to rule 13d-1(k)(1) among the Reporting Persons, dated October 20, 2008.
Exhibit 99.2	Multicurrency Revolving Credit Agreement, dated as of September 29, 2008 (the "Credit Agreement"), by and among Misys plc, HSBC Bank plc, HSBC Corporate Trustee Company (UK) Limited, the Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc. Certain confidential portions have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.
Exhibit 99.3	Senior Subordinated Credit Agreement, dated September 29, 2008, between Misys plc, ValueAct Capital Master Fund, L.P. and ValueAct Capital Management, L.P. Certain confidential portions have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.
Exhibit 99.4	Agreement and Plan of Merger dated as of March 17, 2008 by and among Misys plc, Misys Healthcare Systems, LLC, Allscripts Healthcare Solutions Inc., and Patriot Merger Company, LLC
Exhibit 99.5	Relationship Agreement dated as of March 17, 2008 between Allscripts Healthcare Solutions, Inc. and Misys plc
Exhibit 99.6	First Amendment to Relationship Agreement dated as of August 14, 2008 between Allscripts Healthcare Solutions, Inc. and Misys plc

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SIGNATURE

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

Date: October 20, 2008

MISYS PLC

By: /s/ James C. Malone
Name: James C. Malone
Title: Chief Financial Officer

MISYS HOLDINGS INC.

By: /s/ Darryl E. Smith
Name: Darryl E. Smith
Title: President

MISYS PATRIOT US HOLDINGS LLC

By: /s/ Darryl E. Smith
Name: Darryl E. Smith
Title: President of Misys Holdings Inc., sole member

MISYS PATRIOT LTD.

By: /s/ Glyn Follelove
Name: Glyn Follelove
Title: Director

Exhibit 99.1

Joint Filing Agreement

Pursuant to Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree that the Statement on Schedule 13D, and all amendments thereto, to which this exhibit is attached is filed on behalf of each of them in the capacities set forth below.

Date: October 20, 2008

MISYS PLC

By: /s/ James C. Malone
Name: James C. Malone
Title: Chief Financial Officer

MISYS HOLDINGS INC.

By: /s/ Darryl E. Smith
Name: Darryl E. Smith
Title: President

MISYS PATRIOT US HOLDINGS LLC

By: /s/ Darryl E. Smith
Name: Darryl E. Smith
Title: President of Misys Holdings Inc., sole member

MISYS PATRIOT LTD.

By: /s/ Glyn Follelove
Name: Glyn Follelove
Title: Director

Exhibit 99.2

EXECUTION VERSION

Dated 29 September 2008

U.S.$150,000,000

MULTICURRENCY REVOLVING CREDIT FACILITY AGREEMENT

MISYS PLC.
as Company

and

HSBC BANK PLC
as Agent

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

and

OTHERS

Linklaters

Ref: BG/JAI

Linklaters LLP

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This Agreement is dated 29 September 2008 and made between:

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

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

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

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

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

It is agreed as follows:

SECTION 1

INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**ABO Launch Press Announcement**" means the press announcement issued or to be issued by the Company on or about 18th March, 2008, comprising details of the proposed Vendor Placing.

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

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

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

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

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

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

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

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

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

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

"**Availability Period**" means:

(a) in relation to a Loan advanced for the Merger Purpose, the period from and including the date of this Agreement to the earlier of the Closing Date and 15 November 2008; and

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

"**Available Commitment**" means a Lender's Commitment under the Facility minus:

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

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

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

"**Available Facility**" means the aggregate for the time being of each Lender's Available Commitment.

"**Base Currency**" or "**$**" means United States dollars.

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

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

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

"**Borrower Transfer Agreement**" means an agreement effecting a transfer of Loans between Borrowers in accordance with Clause 25.7 (*Transfer of Loans between Borrowers*) in the form of Schedule 11 (*Borrower Transfer Agreement*) with such amendments as the Agent and the Company may agree.

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

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

exceeds:

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

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

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

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

"**Charged Assets**" means any assets charged pursuant to a Security Document.

"**Chargors**" means Misys Holdings Inc. and Misys Holdings Limited.

"**Closing Date**" means the date of completion of the Merger.

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

"**Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name in Part II of Schedule 1 (The Original Parties) and the amount of any other Commitment transferred to it under this Agreement; and

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

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

"**Commitment Letter**" means the commitment letter dated 26 September between the Company and the Original Lenders.

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

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in the form set out in Schedule 9 (*LMA Form of Confidentiality Undertaking*) or in any other form agreed between the Company and the Agent.

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

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

(a) which has been dormant since its incorporation or since the end of its previous financial year (and for this purpose "dormant" has the meaning given to it in Section 249 AA(4) of the Companies Act 1985);

(b) the value of whose total assets is less than $10,000 (or its equivalent in another currency or currencies); and

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

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

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

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

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

(a) pursuant to the Vendor Placing; or

(b) to another member of the Restricted Group.

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

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

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

but ignoring any Equity Offering where the cash proceeds of such Equity Offering (after the applicable deductions specified above) do not exceed $2,000,000.

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

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

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

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for the Interest Period of that Loan) the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its

request quoted by the Reference Banks to leading banks in the European interbank market,

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

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

"**Existing Facility**" means the multicurrency revolving credit agreement dated 10 March 2005 between, amongst others, the Company and certain financial institutions.

"**Facility**" means the revolving loan facility made available under this Agreement as described in Clause 2.1 (*The Facility*).

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

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

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

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

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

(a) moneys borrowed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Highest Lawful Rate**" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to any Obligor or any Finance Party which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

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

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

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

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

"**Interest Period**" means:

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

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

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

"**Lehman Facilities**" means the facilities provided or to be provided under the Lehman Facilities Agreement.

"**Lehman Facilities Agreement**" means the $305,000,000 term and revolving facilities agreement dated 19 March 2008 (as amended) between, among others, the Company and Lehman Brothers International (Europe).

"**Lender**" means:

(a) any Original Lender; and

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

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

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

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

(a) the applicable Screen Rate; or

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

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

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

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

"**Majority Lenders**" means a Lender or Lenders whose participations in Loans and undrawn Commitments aggregate more than 66 2/3 per cent. of the aggregate of all the Loans then outstanding and the then undrawn Total Commitments.

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

"**Margin**" means:

(a) prior to the delivery of the first Compliance Certificate pursuant to Clause 20.2 (*Compliance Certificate*), ***[Omitted Pursuant to Confidential Treatment Request]*** per cent. per annum;

(b) until ***[Omitted Pursuant to Confidential Treatment Request]*** the higher of the rate per annum specified in paragraph (a) above and the rate per annum specified by reference to the ratio of Net Borrowings to Adjusted EBITDA, as per the table below (calculated by reference to the most recent Compliance Certificate);

(c) subject to paragraph (d) below, after the date falling six months or more after the Closing Date, the rate per annum specified by reference to the ratio of Net Borrowings to Adjusted EBITDA, as per the table below;

Ratio of Net Borrowings to Adjusted EBITDA	Margin (%)
Greater than ***[Omitted Pursuant to Confidential Treatment Request]*** : 1	***[Omitted Pursuant to Confidential Treatment Request]***
Greater than ***[Omitted Pursuant to Confidential Treatment Request]*** : 1 But less than or equal to ***[Omitted Pursuant to Confidential Treatment Request]*** : 1	***[Omitted Pursuant to Confidential Treatment Request]***
Greater than ***[Omitted Pursuant to Confidential Treatment Request]*** : 1 But less than or equal to ***[Omitted Pursuant to Confidential Treatment Request]*** : 1	***[Omitted Pursuant to Confidential Treatment Request]***
Greater than ***[Omitted Pursuant to Confidential Treatment Request]*** : 1 But less than or equal to ***[Omitted Pursuant to Confidential Treatment Request]*** : 1	***[Omitted Pursuant to Confidential Treatment Request]***
Less than or equal to ***[Omitted Pursuant to Confidential Treatment Request]*** : 1	***[Omitted Pursuant to Confidential Treatment Request]***

For the purpose of determining the Margin:

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

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

(iii) any adjustment to the Margin shall take effect from the date falling three Business Days after receipt by the Agent of a Compliance Certificate delivered to it pursuant to Clause 20.2 (*Compliance Certificate*) save for an adjustment resulting from the occurrence of an Event of Default, which shall apply immediately upon the date the relevant Event of Default occurs; and

(d) if the Company solicits a credit rating from Moody's and S&P, after the date on which both Moody's and S&P have confirmed their rating of the Company reflecting the Merger, the Margin will be determined by reference to the credit ratings assigned by Moody's and S&P to the Company's long-term unsecured debt not credit enhanced ("**Debt Ratings**"), in accordance with the rate per annum specified by in the table below:

Debt Ratings	Interest Margin (%)
[Omitted Pursuant to Confidential Treatment Request] or better	***[Omitted Pursuant to Confidential Treatment Request]***
[Omitted Pursuant to Confidential Treatment Request]	***[Omitted Pursuant to Confidential Treatment Request]***
[Omitted Pursuant to Confidential Treatment Request]	***[Omitted Pursuant to Confidential Treatment Request]***

Debt Ratings	Interest Margin (%)
[Omitted Pursuant to Confidential Treatment Request]	***[Omitted Pursuant to Confidential Treatment Request]***
[Omitted Pursuant to Confidential Treatment Request] or lower	***[Omitted Pursuant to Confidential Treatment Request]***

For the purpose of determining the Margin:

(i) any adjustment to the Margin shall take effect in respect of each Loan from the date of the change in rating;

(ii) in the event that the Debt Ratings assigned by Moody's and S&P differ, the Margin applicable to the lower of those ratings shall apply;

(iii) in the event of only one of either Moody's or S&P providing a rating, that rating will apply,

provided that the Margin shall be the highest rate specified in the relevant table if and for so long as an Event of Default is continuing or, after the date that the Debt Ratings levels apply, if the Company is unrated by both Moody's and S&P (unless a replacement rating agency mechanism is agreed).

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

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

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

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

(b) the ability of the Obligors taken as a whole to perform their payment obligations under the Finance Documents; or

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

"**Merger**" means the merger of a wholly owned subsidiary of the Target with and into Safety, with Safety continuing as the surviving entity, and the associated acquisition by affiliates of the Company of shares of common stock in the Target representing 54.5 per cent of the total issued and outstanding shares of common stock in the Target on a fully diluted basis, all pursuant to the Merger Agreement.

"**Merger Agreement**" means the agreement and plan of merger dated 17 March 2008 between the Target, the Company, Safety and Patriot Merger Company LLC.

"**Merger Purpose**" means the purpose set out in paragraph (a) of Clause 3.1 (*Purpose*).

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

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

period is to end if there is one, or if there is not, on the immediately preceding Business Day;

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

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

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

"**Moody's**" means Moody's Investors Service, Inc.

"**Net Borrowing Certificate**" means a certificate substantially in the form of Schedule 13 (*Net Borrowing Certificate*).

"**Net Debt Proceeds**" means the cash or cash equivalent proceeds received by a member of the Restricted Group in connection with any Financial Indebtedness borrowed or issued after the date of this Agreement (other than Financial Indebtedness permitted under Clause 22.16 (*Limitation on Financial Indebtedness*) incurred by any member of the Restricted Group, after deducting:

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

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

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

"**Net Sale Proceeds**" means the cash or cash equivalent proceeds (including, when received, the cash or cash equivalent proceeds of any deferred consideration, whether by way of adjustment to the purchase price or otherwise, and any amount received in repayment of any intercompany debt owed by any Subsidiary that is subject to the relevant disposal) received by a member of the Restricted Group in connection with the sale, transfer or other disposal by any member of the Restricted Group to a person that is not a member of the Restricted Group of an asset for a cash consideration exceeding U.S.$***[Omitted Pursuant to Confidential Treatment Request]*** (or its equivalent in another currency or currencies) in respect of any single disposal falling within paragraphs (ii), (iii), (v), (viii) or (ix) of Clause 22.5(b) (*Disposals*)), and after deducting:

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

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

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

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

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

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

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

"**Original Financial Statements**" means:

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

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

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

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

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

"**Pensions Notice**" means:

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

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

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

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

"**Permitted Subordinated Refinancing**" means indebtedness:

(a) in relation to which the whole of the proceeds received by members of the Restricted Group are applied in full prepayment of the Subordinated Loan; and

(b) the terms of which are no less favourable to the Company and the Lenders; and

(c) which is subordinated to the indebtedness under the Finance Documents on the same terms as the Subordinated Loan.

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

consolidated gross revenues or operating profits of the Restricted Group (calculated on a consolidated basis).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**S&P**" means Standard & Poor's Ratings Group.

"**Safety**" means Misys Healthcare Systems, LLC.

"**Screen Rate**" means:

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

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

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

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

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

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

"**Specified Time**" means a time determined in accordance with Schedule 10 (*Timetables*).

"**Subordinated Documents**" means the Subordinated Loan Agreement and the "Finance Documents" as defined therein.

"**Subordinated Loan**" means the loan provided under the Subordinated Loan Agreement.

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated on or about the date hereof between, among others, the Company and ValueAct Capital Master Fund, L.P.,.

"**Subordination Agreement**" means the subordination agreement dated on or about the date hereof between, among others, the Company, the Security Agent and ValueAct Capital Master Fund, L.P.,.

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

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

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

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

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

"**Syndication**" means the general primary syndication of the Facility.

"**Syndication Date**" means the date (as determined by the Agent and notified to the Company) on which Syndication has been completed and the additional syndicate members have become bound to this Agreement.

"**Target**" means Allscripts Healthcare Solutions, INC..

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

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

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

"**TARGET Day**" means:

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

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

open for the settlement of payments in euro.

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

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

"**Termination Date**" means the date which is 18 months after the Closing Date.

"**Total Commitments**" means the aggregate of the Commitments, being U.S.$150,000,000 at the date of this Agreement.

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

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

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

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

"**Underwriting Agreement**" means the agreement underwriting the Vendor Placing.

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

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

"**U.S. Debtor**" means an Obligor that resides or has a domicile, a place of business or property in the United States of America.

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

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

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

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

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

"**Vendor Placing**" means the issue by the Company of new ordinary shares with a nominal value of £0.01 each in connection with the Merger, which ordinary shares when aggregated with the ordinary shares issued by the Company over the previous 12 months, represent less than 10 per cent of the ordinary shares in issue on their admission to the Official List of the UK Listing Authority and to trading on the main market of the London Stock Exchange plc.

1.2 **Construction**

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

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

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

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

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

(v) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or

supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

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

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

(viii) a time of day is a reference to London time.

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

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

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

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

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

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

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

1.3 **Currency Symbols and Definitions**

A reference to:

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

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

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

1.4 **Third party rights**

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

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

SECTION 2

THE FACILITY

2. **THE FACILITY**

2.1 **The Facility**

Subject to the terms of this Agreement, the Lenders make available to the Borrowers a multicurrency revolving loan facility in an aggregate amount equal to the Total Commitments.

2.2 **Lenders' rights and obligations**

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

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

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

2.3 **Obligors' agent**

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

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

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

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

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

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

2.4 **Acts of the Company**

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

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

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

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

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

3. **PURPOSE**

3.1 **Purpose**

Each Borrower shall apply all amounts borrowed by it under the Facility in and towards:

(a) directly or indirectly financing of the Merger and/or the costs, fees and expenses in connection with the Merger; and

(b) the general corporate purposes of the Restricted Group,

provided that not more than U.S. $40,000,000 of the proceeds of Loans may be used for the Merger Purpose.

3.2 **Monitoring**

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

4. **CONDITIONS OF UTILISATION**

4.1 **Initial conditions precedent**

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

4.2 **Further conditions precedent**

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

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

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

(b) During the Availability Period applicable to Loans advanced for the Merger Purpose, Clause 4.2 (a) (i) shall not apply to a Default under Clause 23.17 (*Material adverse change*).

4.3 **Conditions relating to Optional Currencies**

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

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

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

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

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

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

4.4 **Maximum number of Loans**

(a) A Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than 5 Loans would be outstanding.

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

SECTION 3

UTILISATION

5. UTILISATION

5.1 Delivery of a Utilisation Request

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

5.2 Completion of a Utilisation Request

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

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

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

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

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

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

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be the Base Currency or an Optional Currency.

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

(i) if the currency of the proposed Loan is to be the Base Currency, a minimum of U.S.$15,000,000 and a whole multiple of U.S.$5,000,000 or, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent);

(ii) if the currency selected is sterling, a minimum of £10,000,000 and a whole multiple of £5,000,000 or in either case, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent);

(iii) if the currency selected is euro, a minimum of EUR 10,000,000 and a whole multiple of EUR 5,000,000 or in either case, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent); or

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

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

5.4 **Lenders' participation**

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

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

(c) The Agent shall notify each Lender of the amount, currency and the Base Currency Amount of each Loan at the Specified Time.

5.5 **Cancellation of Commitment**

The Total Commitments shall be immediately cancelled at the end of the Availability Period applicable to Loans advanced for any purpose other than the Merger Purpose.

6. **OPTIONAL CURRENCIES**

6.1 **Selection of currency**

A Borrower (or the Company on behalf of a Borrower) shall select the currency of a Loan (in the case of an Initial Utilisation) in a Utilisation Request.

6.2 **Unavailability of a currency**

If before the Specified Time on the relevant date specified in Schedule 10 (*Timetables*):

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

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

the Agent will give notice to the relevant Borrower to that effect by the Specified Time on that day. In this event, any Lender that gives notice pursuant to this Clause 6.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's proportion of the Base Currency Amount of that Loan or an amount equal to that Lender's proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

SECTION 4

REPAYMENT, PREPAYMENT AND CANCELLATION

7. REPAYMENT

Each Borrower that has drawn a Loan shall repay that Loan in full on the last day of its Interest Period.

8. PREPAYMENT AND CANCELLATION

8.1 Illegality

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

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

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

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

8.2 Change of Control

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

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

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

(iii) if a Lender so requires and notifies the Agent within 15 days of the Company notifying the Agent of the event, the Agent shall, by not less than 15 days' notice to the Company, cancel the Commitment of that Lender and declare the participation of that Lender in all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the Commitment of that Lender will be cancelled and all such outstanding amounts will become immediately due and payable.

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

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

8.3 **Net Proceeds**

(a) If any member of the Restricted Group receives Net Debt Proceeds, the Company shall ensure that the Facility is prepaid and cancelled in accordance with Clause 8.4 (*Application of partial prepayments*) by an amount equal to the amount of such Net Debt Proceeds.

(b) Subject to paragraph (c) below, if any member of the Restricted Group receives Net Proceeds and the ratio (the **Relevant Ratio**) of Net Borrowings (as at the last day of the month ending on or most recently prior to the date of receipt of such Net Proceeds (the " **Relevant Month End**")) to Adjusted EBITDA (for the most recently ended Relevant Period (the "**Applicable Relevant Period**") in respect of which a Compliance Certificate has been delivered) was greater than 2.5:1, the Company shall ensure that the Facility is prepaid and cancelled in accordance with Clause 8.4 (*Application of partial prepayments*) by an amount equal to the lesser of:

(i) the amount of such Net Proceeds; and

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

provided that:

(a) when calculating Net Borrowings:

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

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

(C) to the extent the relevant Net Proceeds are applied towards an Acquisition of a business or company at the same time as they are received by a member of the Restricted Group, then the Net Borrowings assumed by a member of the Restricted Group from the acquired company or business or remaining in the acquired business or company at the date of the Acquisition will be taken into account on a pro forma basis; and

(b) when calculating Adjusted EBITDA:

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

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

For the avoidance of doubt:

(x) if the Company has procured a prepayment and cancellation of the Facility pursuant to any one of this Clause 8.3 (each a " **Prepayment Clause**") in respect of an amount of

Net Sale Proceeds, it shall not be required to make a further prepayment or cancellation of the Facility under any other Prepayment Clause in respect of those Net Sale Proceeds; and

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

(c) Equity Offering Proceeds may be used by members of the Restricted Group to prepay the Subordinated Loan and any such prepayment shall reduce pro tanto the Company's obligation to procure prepayments of the Facility provided that:

(i) no prepayment of the Subordinated Loan may be made if an Event of Default is continuing; and

(ii) if a Default (other than an Event of Default) is continuing the Company's obligation to make prepayments of the Facility from Equity Offering Proceeds shall be deferred until the earlier of (x) the relevant Default becoming an Event of Default, in which case paragraph (i) shall apply and (y) the relevant Default ceasing to be capable of becoming an Event of Default and in which case with effect from such cessation this paragraph (c) shall apply as if that Default had not occurred.

8.4 **Application of partial prepayments**

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

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

(ii) **second**, in cancellation pro rata of any Available Commitment under the Facility.

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

8.5 **No Merger**

If:

(a) the Closing Date has not occurred by 15 November 2008; or

(b) on any date the Merger Agreement is terminated,

all of the Commitments will be automatically cancelled on that date.

8.6 **Subordinated Loan**

If any part of the Subordinated Loan facility is cancelled without the prior consent of all of the Lenders all of the Commitments will be immediately cancelled.

8.7 **Voluntary cancellation**

The Company may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of U.S.$1,000,000) of any Available Facility. Any cancellation under this Clause 8.7 (*Voluntary cancellation*) shall reduce the Commitments of the Lenders rateably under that Facility.

8.8 **Voluntary prepayment**

The Borrower to whom a Loan has been made may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the Base Currency Amount of the Loan by a minimum amount of U.S.$1,000,000 and a whole multiple of U.S.$1,000,000).

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

(a) If:

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

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

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

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

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

8.10 **Restrictions**

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

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

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

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

(e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

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

SECTION 5

COSTS OF UTILISATION

9. INTEREST

9.1 Calculation of interest

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

(a) Margin;

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

(c) Mandatory Cost, if any.

9.2 Payment of interest

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

9.3 Default interest

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

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

9.4 Notification of rates of interest

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

9.5 Highest Lawful Rate

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

10. INTEREST PERIODS

10.1 Selection of Interest Periods

(a) A Borrower (or the Company on behalf of a Borrower) may select an Interest Period for a Loan in the Utilisation Request for that Loan.

(b) Subject to this Clause 10 (*Interest Periods*), a Borrower (or the Company) may select an Interest Period of one, two, three or six Months or any other period, not exceeding 12 months agreed

between the Company and the Agent (who, if such interest period shall exceed 6 months, shall act on the instructions of all the Lenders).

(c) An Interest Period for a Loan shall not extend beyond the Termination Date.

(d) A Loan has one Interest Period only.

10.2 **Non-Business Days**

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

11. CHANGES TO THE CALCULATION OF INTEREST

11.1 **Absence of quotations**

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

11.2 **Market disruption**

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

(i) the Margin;

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

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

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

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

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

11.3 **Alternative basis of interest or funding**

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

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

11.4 **Break Costs**

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

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

12. **FEES**

12.1 **Commitment fee**

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

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

12.2 **Arrangement fee**

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

12.3 **Agency fee**

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

12.4 **Security Agency fee**

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

SECTION 6

ADDITIONAL PAYMENT OBLIGATIONS

13. **TAX GROSS UP AND INDEMNITIES**

13.1 **Definitions**

(a) In this Clause 13:

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

"**Qualifying Lender**" means a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:

(i) a Lender:

(A) which is a bank (as defined for the purpose of section 879 of the Income Tax Act) making an advance under a Finance Document; or

(B) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the Income Tax Act) at the time that that advance was made,

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

(ii) a Lender which is:

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

(B) a partnership each member of which is:

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

(b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act;

(C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning given by section 11(2) of the Taxes Act); or

(iii) a Treaty Lender; or

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

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

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

(ii) a partnership each member of which is:

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

(b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act; or

(iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits of that company for the purposes of section 11(2) of the Taxes Act.

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

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

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

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

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

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

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

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

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

"**U.S. Obligor**" means a Borrower created or organised in the United States or under the laws of, or of any State of, the United States, and any Guarantor making a payment on behalf of such Borrower.

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

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

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

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

13.2 **Tax gross-up**

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

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

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

(d) An Obligor is not required to make an increased payment to a Lender under paragraph (c) above for a Tax Deduction in respect of tax imposed by the United Kingdom from a payment of interest on a Loan, if on the date on which the payment falls due:

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

(ii)

(A) the relevant Lender is a UK Non-Bank Lender, or would have been a UK Non-Bank Lender were it not for any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or concession of any relevant taxing authority; and

(B) an officer of HM Revenue & Customs has given (and not revoked) a direction under section 931 of the Income Tax Act (as that provision has effect on the date on which the relevant Lender became a party to this Agreement) which relates to that payment and that Obligor has provided that UK Non-Bank Lender with a certified copy of that direction;

(iii) the relevant Lender is a Qualifying Lender solely by virtue of sub-paragraph (ii) of the definition of Qualifying Lender and it has not, other than by reason of any change after the date of this Agreement in (or in the interpretation or application of) any law, or any

published practice or concession of any taxing authority given (or has revoked) a Tax Confirmation to the Company; or

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

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

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

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

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

(i) A UK Non-Bank Lender shall:

(i) to the extent it becomes a party to this Agreement after the date of this Agreement, give a Tax Confirmation to the Company in the Transfer Certificate signed by it;

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

13.3 **Tax indemnity**

(a) The Company shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

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

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

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

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

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

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

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

13.4 **Tax Credit**

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

(a) a Tax Credit is attributable to that Tax Payment or to an increased payment of which that Tax Payment forms part; and

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

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

13.5 **Stamp taxes**

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

13.6 **Value added tax**

(a) All consideration expressed to be payable under a Finance Document by any Party to a Finance Party shall be deemed to be exclusive of any VAT. If VAT is chargeable on any supply made by a Finance Party to any Party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT.

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

(c) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify that Finance Party against all VAT incurred by that Finance Party in respect of the costs or expenses to the extent that that Finance Party determines that neither it nor any member of any group of which it is a member for VAT purposes is entitled to repayment or credit in respect of the VAT.

13.7 **U.S. Withholding Taxes**

(a) For the purposes of this Clause 13.7:

U.S. person has the meaning given to it in Section 7701(a)(30) of the Code.

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

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

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

14. **INCREASED COSTS**

14.1 **Increased costs**

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

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

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

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

(ii) an additional or increased cost; or

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

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

14.2 **Increased cost claims**

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

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

14.3 **Exceptions**

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

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

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

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

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

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

15. **OTHER INDEMNITIES**

15.1 **Currency indemnity**

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

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

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

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of

exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

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

15.2 **Other indemnities**

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

(a) the occurrence of any Event of Default;

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

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

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

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

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

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

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

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

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

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

16. **MITIGATION BY THE LENDERS**

16.1 **Mitigation**

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

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

16.2 **Limitation of liability**

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

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

17. **COSTS AND EXPENSES**

17.1 **Transaction expenses**

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

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

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

17.2 **Amendment costs**

If:

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

(b) an amendment is required pursuant to Clause 29.9 (*Change of currency*),

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

17.3 **Enforcement costs**

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

17.4 **Security Agent expenses**

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

17.5 **Transaction indemnity**

(a) The Company undertakes to pay each Finance Party within 5 Business Days of demand an amount equal to any liability, damages, loss, cost or expense (including, without limitation, legal fees, costs and expenses) incurred by or awarded against that Finance Party or any of its Affiliates or any of its (or its Affiliates') directors, officers, employees or agents (each a "**Relevant**

Party") in each case arising out of, in connection with or based on any actual or potential action, claim, suit, investigation or proceeding commenced or threatened arising from, in connection with or based on:

(i) the Merger (whether or not completed); or

(ii) the use of proceeds of any Loan (but only to the extent the proceeds of that Loan are applied towards a Merger Purpose),

except to the extent such liability, damages, loss, cost or expense incurred or awarded or which results from any breach by a Finance Party of a Finance Document which is finally judicially determined to have resulted directly from the gross negligence or wilful misconduct of that Relevant Party.

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

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

(d) Notwithstanding paragraph (d) above, no Relevant Party shall be responsible or have any liability to the Company or any of its Affiliates or anyone else for consequential losses or damages.

SECTION 7

GUARANTEE

18. GUARANTEE AND INDEMNITY

18.1 Guarantee and indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

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

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

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

18.2 Continuing guarantee

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

18.3 Reinstatement

If as a result of insolvency or any similar event:

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

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

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

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

18.4 Waiver of defences

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

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

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

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

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

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

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

(g) any insolvency or similar proceedings.

18.5 **Immediate recourse**

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

18.6 **Appropriations**

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

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

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

18.7 **Deferral of Guarantors' rights**

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

(a) to be indemnified by an Obligor;

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

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

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

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

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

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

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

18.9 **Additional security**

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

SECTION 8

REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

19. REPRESENTATIONS

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

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

(c) the representations and warranties set out in Clause 19.9 (*No misleading information*) shall also be made on the Syndication Date (subject to any disclosure prior to that date);

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

(e) the representations and warranties set out in Clause 19.19 (*Net Borrowings*) shall only be made on the Closing Date.

19.1 Status

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

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

19.2 Binding obligations

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

19.3 Non-conflict with other obligations

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

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

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

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

19.4 **Power and authority**

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

19.5 **Validity and admissibility in evidence**

All Authorisations required or desirable:

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

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

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

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

19.6 **Governing law and enforcement**

The choice of English law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.

19.7 **No filing or stamp taxes**

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

19.8 **No default**

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

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

19.9 **No misleading information**

(a) Any written factual information provided by any member of the Restricted Group for the purposes of the Information Memorandum is true, accurate and complete in all material respects as at the date the Information Memorandum is approved by the Company.

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

(c) Nothing has occurred or been omitted from the Information Memorandum and no information has been given or withheld that results in the information contained in the Information Memorandum being untrue or misleading in any material respect.

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

19.10 **Financial statements**

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

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

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

19.11 ***Pari passu* ranking**

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

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

19.12 **No proceedings pending or threatened**

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

19.13 **Title**

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

19.14 **Environmental compliance**

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

19.15 **Environmental Claims**

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

19.16 **Taxation**

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

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

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

19.17 **U.S. matters**

(a) **Compliance with ERISA**

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

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

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

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

(b) **Investment Company Act**

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

(c) **Foreign Corrupt Practices Act**

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

(d) **Margin Stock**

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

(e) **Restricted Party**

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

For the purposes of this Clause 19.17 (*U.S. matters*), "**Restricted Party**" means any person listed:

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

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

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

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

(f) **Indebtedness Limitations**

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

(g) **Anti-Terrorism Law**

Neither the Company nor any of its Subsidiaries is:

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

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

(iii) to its knowledge, none of the funds or assets of any Obligor that are used to repay the Facility shall constitute property of, or shall be beneficially owned directly or indirectly by,

any Restricted Party and no Restricted Party shall have any direct or indirect interest in such Obligor that would constitute a violation of any Anti-Terrorism Law;

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

Where "**Anti-Terrorism Law**" means each of:

(a) Executive Order 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on 23rd September, 2001, as amended by Executive Order 13268 (as so amended, the " **Executive Order**");

(b) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as amended (commonly known as the "**USA Patriot Act**");

(c) the Money Laundering Control Act of 1986 (18 U.S.C. Section 1956);

(d) any other law or regulation administered by OFAC; and

(e) any similar law enacted in the United States of America subsequent to the date of this Agreement.

(h) **Public Utilities**

Neither the Company nor any of its Subsidiaries is a public utility or subject to regulation under the United States Federal Power Act of 1920, where "**public utility**" has the meaning given to it in the United States Federal Power Act of 1920.

19.18 **Merger Agreement and Underwriting Agreement**

The Merger Agreement, the Underwriting Agreement and the ABO Launch Press Announcement:

(i) contain all the material terms in relation to the Merger and the Vendor Placing; and

(ii) have not been amended or altered from the form in which they were delivered as a condition precedent in accordance with Part 1 of Schedule 2 (Conditions precedent) or waived (in whole or in part) except as permitted under the Finance Documents

19.19 **Net Borrowings**

The Net Borrowings are as notified by the Company to the Agent on the Closing Date by delivery of a Net Borrowing Certificate.

19.20 **Allscripts Holding Companies**

No Allscripts Holding Company has traded or incurred any liability and does not have any assets other than in connection with the Merger.

19.21 **Repetition**

The Repeating Representations are deemed to be made by each Obligor (by reference to the facts and circumstances then existing) on:

(a) the date of each Utilisation Request or Selection Notice, the first day of each Interest Period; and

(b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

20. **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 20 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 **Financial statements**

(a) The Company shall supply to the Agent in sufficient copies for all the Lenders:

(i) its audited consolidated financial statements for each of its financial years (for the avoidance of doubt, consolidating the Target Group);

(ii) its audited consolidated financial statements for each of its financial years, prior to consolidating the Target Group;

(iii) the audited consolidated financial statements of the Target Group for each of its financial years; and

(iv) (if requested by a Lender) the audited financial statements of each other Obligor for each of its financial years (consolidated, where available) except that if any Obligor is incorporated in a jurisdiction in which it is not required to produce audited accounts or in which it is not customary to do so, the Company may instead supply unaudited accounts in respect of that Obligor;

(v) its consolidated financial statements for each of its financial half years (for the avoidance of doubt, consolidating the Target Group);

(vi) its consolidated financial statements for each of its financial half years, prior to consolidating the Target Group;

(vii) the consolidated financial statements of the Target Group for each of its financial half years; and

(b) All financial statements must be supplied as soon as they are available and:

(i) in the case of the financial statements referred to in paragraphs (a)(i) and (a)(ii), within 120 days;

(ii) in the case of another Obligor's annual financial statements, within 120 days; and

(iii) in the case of the financial statements referred to in paragraphs (a)(v) and (a)(vi), within 90 days,

of the end of the financial period to which those financial statements relate and, in the case of financial statements of the Target Group, promptly after any member of the Group receives the same in its capacity as shareholder of a member of the Target Group.

20.2 **Compliance Certificate**

(a) The Company shall supply to the Agent, with each set of financial statements delivered by it pursuant to paragraph (a)(ii) or (a)(v) of Clause 20.1 (*Financial statements*), a Compliance Certificate as to compliance with Clause 21 (*Financial covenants*) as at the relevant Test Date (as defined in Clause 21.1 (*Financial definitions*)) being the date as at which those financial statements were drawn up.

(b) Each Compliance Certificate shall be signed by two directors of the Company.

20.3 **Principal Subsidiaries**

The Company shall supply to the Agent with each set of financial statements delivered by it pursuant to paragraph (a)(ii) or (a)(v) of Clause 20.1 (Financial statements) or, within 14 days after any request made by the Agent (acting reasonably), a certificate signed on its behalf by a director of the Company:

(a) listing the Principal Subsidiaries as at the end of the Relevant Period (or, as at the date specified in the Agent's request, which date must be not less than 15 nor more than 45 days before the date of the request and which must be at the end of a month); and

(b) setting out in reasonable detail and in a form satisfactory to the Agent the computations necessary to justify the inclusions in, and exclusions from, that list.

20.4 **Requirements as to financial statements**

(a) The Company shall ensure that each set of its financial statements delivered by it pursuant to Clause 20.1 (*Financial statements*) is prepared using IFRS and accounting practices and financial reference periods consistent with those applied in the preparation of its Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in IFRS or the accounting practices or reference periods and it delivers to the Agent a certificate signed by a director setting out:

(i) a description of any change necessary for those financial statements and a reconciliation of those financial statements to reflect the IFRS, accounting practices and reference periods upon which its Original Financial Statements were prepared; and

(ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 21 (Financial covenants) has been complied with on the basis of those financial statements as reconciled in accordance with the reconciliation referred to in paragraph (i) above and to make an accurate comparison between the financial position indicated in those financial statements and its Original Financial Statements.

(b) If the Company notifies the Agent of a change in accordance with paragraph (a) above then the Company and Agent shall enter into negotiations in good faith with a view to agreeing:

(i) whether or not the change might result in any material alteration in the commercial effect of any of the terms of this Agreement; and

(ii) if so, any amendments to this Agreement which may be necessary to ensure that the change does not result in any material alteration in the commercial effect of those terms,

and if any amendments are agreed they shall take effect and be binding on each of the Parties in accordance with their terms.

Any reference in this Agreement to the Company's financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Company's Original Financial Statements were prepared.

20.5 **Information: miscellaneous**

The Company shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) all documents dispatched by the Company to its shareholders (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched;

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Restricted Group, and which are reasonably likely to be adversely determined and, if so, would have a Material Adverse Effect;

(c) promptly upon becoming aware of them, the details of any amendment, waiver or supplement to any material term (including without limitation any condition) of the Merger Agreement or the Underwriting Agreement or any documents in relation to the Merger or the Vendor Placing;

(d) promptly, such further information regarding the financial condition, business and operations of any member of the Restricted Group as any Finance Party (through the Agent) may reasonably request; and

(e) promptly but in any event within 90 days after the end of each half of each of its financial years, a certificate confirming the total number of shares in the Company purchased by the Company during such half of the relevant financial year, and the total amount paid for such shares during that period (including stamp duty and brokers' commissions).

20.6 **Notification of Net Borrowings**

The Company shall deliver to the Agent a Net Borrowing Certificate within four Business Days of the Closing Date.

20.7 **Notification of default**

(a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Company shall supply to the Agent a certificate signed by a director or two senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

20.8 **Use of websites**

(a) The Company may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the " **Website Lenders**") who accept this method of communication by

posting this information onto an electronic website designated by the Company and the Agent (the " **Designated Website**") if:

(i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;

(ii) both the Company and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and

(iii) the information is in a format previously agreed between the Company and the Agent.

If any Lender (a "**Paper Form Lender**") does not agree to the delivery of information electronically then the Agent shall notify the Company accordingly and the Company shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Company shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

(b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Company and the Agent.

(c) The Company shall promptly upon becoming aware of the occurrence of an event specified in paragraphs (i) to (v) below notify the Agent or procure that it is notified, if:

(i) the Designated Website cannot be accessed for a period of more than 24 hours due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;

(iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or

(v) the Company becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Company notifies the Agent under paragraph (c)(i) or paragraph (c)(v) of Clause 20.8 (*Use of websites*) above, all information to be provided by the Company under this Agreement after the date of that notice shall be supplied in paper form unless and until the circumstances giving rise to the notification are no longer continuing.

Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Company shall comply with any such request within 10 Business Days.

20.9 **"Know your customer" checks**

(a) Each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New

Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to any person that are required by law or regulatory requirements, provided that the Agent or any Lender shall be entitled to request such information only:

(i) during the period from and including the date of this Agreement to and including the date falling 40 Business Days after the date of this Agreement or, as the case may be, during the period from and including the effective date of an assignment or a transfer to a New Lender in accordance with Clause 24 (*Changes to the Lenders*) to and including the date falling 40 Business Days after such effective date; or

(ii) following a change in any law or regulatory requirements, during the period from and including the date of such change to and including the date falling 40 Business Days after the date of such change.

For the purposes of this Clause 20.9 (*"Know your customer" checks*) the Agent or any other Lender requesting any documentation or evidence referred to above, shall be referred to as a "**Requesting Lender**" and the relevant documentation or evidence, shall be referred to as the " **KYC Information**".

(b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied with the results of all necessary " **know your customer**" or other checks on Lenders or prospective new Lenders pursuant to the transactions contemplated in the Finance Documents.

(c) The Company shall, by not less than 10 Business Days' written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 25 (*Changes to the Obligors*).

(d) Following the giving of any notice pursuant to paragraph 22.8(c) above, the Company shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to any person that are required by law or regulatory requirements.

(e) The Agent shall promptly notify the Company of any KYC Information requested by a Requesting Lender and the Company shall promptly supply or procure the supply of such KYC Information to the Agent (which shall promptly forward the relevant KYC Information to the relevant Requesting Lender).

20.10 **Pensions Notices**

(a) Each Obligor whose jurisdiction of incorporation is England and Wales, Scotland or Northern Ireland must immediately notify the Agent in writing if it becomes aware that the Pensions Regulator intends to start or has started any investigation which that Obligor has reasonable grounds to consider is reasonably likely to lead to the issue of a Pensions Notice to that Obligor.

That notification must be made as soon as the relevant Obligor becomes aware of the relevant facts.

(b) Each Obligor whose jurisdiction of incorporation is England and Wales, Scotland or Northern Ireland must immediately notify the Agent in writing if it receives a Pensions Notice from the Pensions Regulator.

21. FINANCIAL COVENANTS

21.1 Financial definitions

In this Agreement:

"**Adjusted EBITDA**" means, in respect of any Relevant Period, EBITDA for that Relevant Period adjusted by:

(a) crediting EBITDA for that Relevant Period for any Subsidiaries (excluding any member of the Group which is a member of the Target Group) acquired during that Relevant Period; and

(b) debiting (but only to the extent included in EBITDA) EBITDA for that Relevant Period for any Subsidiaries (excluding any member of the Group which is a member of the Target Group) disposed of during that Relevant Period,

and where amounts are denominated in a currency other than sterling, using an exchange rate determined in accordance with IFRS.

"**Borrowings**" means, in respect of any Relevant Period without double counting, the aggregate outstanding principal, capital or nominal amount of Financial Indebtedness on the last day of that Relevant Period (determined on a consolidated basis and calculated using the exchange rate applying on the calculation date) of the members of the Restricted Group and shall include:

(a) the outstanding amount of any bills of exchange or promissory notes on which any member of the Restricted Group is liable as drawer (but only if the relevant bill is not beneficially owned by it), acceptor, issuer, endorser or otherwise (but excluding any bill or note drawn, accepted or issued by that member of the Restricted Group in the ordinary course of trading and which is payable at sight or not more than 90 days after sight or has a final maturity of not more than 90 days from its issue date and is not re-financing another bill or note relating to the same underlying transaction);

(b) to the extent paid up or credited as paid up, the nominal amount of any redeemable shares issued by any member of the Restricted Group;

(c) any fixed or minimum premium payable on redemption or repayment of any Financial Indebtedness; and

(d) the amount of any Financial Indebtedness consisting of deferred consideration but only where the amount payable can be determined at such time or, where the amount cannot be determined at such time but the Financial Indebtedness consisting of deferred consideration will not be less than an amount which can be determined, the amount so determined,

but excluding:

(e) any Financial Indebtedness owed by one member of the Restricted Group to another; and

(f) any moneys borrowed from any member of the Restricted Group by the trustee of an employee share option scheme for the benefit of employees of any member of the Restricted Group required to be recognised as a liability of any member of the Restricted Group by Financial Reporting Standard 5 (Reporting the Substance of Transactions).

For this purpose, moneys borrowed or raised which are on a particular day outstanding or repayable in a currency other than sterling shall on that day be taken into account (i) if that day is a date as at which the Restricted Group's audited consolidated balance sheet (without consolidating the Target Group) has been prepared, in their sterling equivalent at the rate of exchange used for the purpose of preparing that balance sheet and (ii) in any other case in their sterling equivalent as at 11.00 a.m. on the last Business Day of the previous month.

"**Cash and Cash Equivalents**" means, in respect of any Relevant Period, the sum of:

(a) the then current market value of marketable debt securities issued or guaranteed by the government of the United States of America or the United Kingdom;

(b) deposits for a term of 3 months or less and money at call with the Agent or a recognised bank, building society or financial institution incorporated or established in the OECD having a rating of at least A granted by Standard & Poor's Rating Services or at least A2 by Moody's Investors Service Inc., except to the extent they constitute Excluded Cash;

(c) the then current market value of any certificate of deposit the term of which has 3 months or less remaining to maturity issued by the Agent or a recognised bank, building society or financial institution incorporated or established in the OECD having a rating of A granted by Standard & Poor's Rating Services, or at least A2 by Moody's Investors Service Inc.;

(d) (if positive) the marked to market value of any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; and

(e) any cash in hand or cash at bank other than Excluded Cash,

held by or for a member of the Restricted Group on the last day of that Relevant Period.

"**EBITDA**" means, for any Relevant Period, PBIT before deduction of any amount attributable to the amortisation of intangible assets and depreciation of tangible assets.

"**Excluded Cash**" means, in respect of any member of the Restricted Group on the last day of a Relevant Period, the amount (if any) of any Cash or Cash Equivalents of that member of the Restricted Group held outside the United Kingdom which, or the proceeds of which, is or are prohibited at that time by applicable foreign exchange or other laws from being applied to meet any indebtedness included in the calculation of Borrowings or to be remitted to the United Kingdom.

"**Net Borrowings**" means, in respect of any Relevant Period, Borrowings less Cash and Cash Equivalents.

"**Net Interest Paid**" means, in respect of any Relevant Period:

(a) the aggregate amount of the interest (including the interest element of leasing and hire purchase payments and capitalised interest), commission, fees, discounts and other finance payments paid in cash by any member of the Restricted Group (including any commission, fees, discounts and other finance payments paid by any member of the Restricted Group under any interest rate hedging arrangement) and excluding, for the avoidance of doubt any amount deemed to be interest in accordance with Financial Reporting Standard 12 (Provisions, Contingent Liabilities and Contingent Assets) and Financial Reporting Standard 17 (Retirement Benefits) any interest in respect of any indebtedness referred to in paragraph (b)(ii) of Clause 22.13 (*Loans and guarantees*) and any payment of up front fees or expenses (however described) in connection with the Facility or the Subordinated Loan and any amortisation in respect of any such fees or expenses;

less:

(b) the aggregate of any interest received in cash by any member of the Restricted Group on any deposit or bank account and any commission, fees, discounts and other finance payments received by any member of the Restricted Group under any interest rate hedging instrument and for the avoidance of doubt any amounts received by any member of the Restricted Group by way of return on any money market fund.

"**PBIT**" means, in relation to any Relevant Period, the consolidated operating profit of the Restricted Group from continuing operations but before tax and excluding:

(a) any exceptional or extraordinary items;

(b) Net Interest Payable for that Relevant Period; and

(c) profits (or losses) of any member of the Restricted Group (other than the Company) which are attributable to ownership interests in that member of the Restricted Group that are not directly held by another member of the Restricted Group,

but including, to the extent not already included, operating profit of any Restricted Subsidiary or business of the Restricted Group disposed of during that Relevant Period for that part of that Relevant Period in which that Restricted Subsidiary or business was owned by the Restricted Group.

For this purpose, the consolidated operating profit of the Restricted Group shall be determined in accordance with the definition of " **Headline Earnings**" set out in paragraphs 21 and 22 of Statement of Investment Practice No. 1 published by the Institute of Investment Management and Research, including any adjustments to exclude any profits or losses arising on:

(a) the termination or sale of any discontinued operation; and

(b) the sale of fixed assets or businesses or on their permanent diminution or write-off (including the write-off and amortisation of goodwill).

"**Relevant Period**" means each period of 12 months ending on a Test Date.

"**Test Date**" means:

(a) in respect of the test in Clause 21.2(a) below, 31 May 2009;

(b) in respect of the test in Clause 21.2(b) below, 30 November 2008; and

(c) and thereafter each of 31 May and 30 November in each year until the Termination Date.

The above terms shall be interpreted in accordance with paragraph (h) of Clause 1.2 (*Construction*).

21.2 **Financial condition**

The Company shall ensure that, on each Test Date:

(a) the ratio of Net Borrowings on that Test Date to Adjusted EBITDA for the Relevant Period ending on that Test Date shall not exceed 3.0:1; and

(b) the ratio of EBITDA to Net Interest Paid for the Relevant Period ending on that Test Date shall be greater than 5.0:1.

21.3 **Financial testing**

The financial covenants set out in Clause 21.2 (*Financial condition*) shall be tested for each Relevant Period by reference to each of the financial statements and/or each Compliance Certificate delivered pursuant to Clause 20.2 (*Compliance Certificate*).

22. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

22.1 **Authorisations**

Each Obligor shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

22.2 **Compliance with laws**

(a) Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

(b) Each Obligor shall (and the Company shall ensure that each other member of the Restricted Group shall) comply in all material respects with all relevant and applicable laws, regulations and listing rules in connection with the Merger and the Vendor Placing.

22.3 ***Pari passu* ranking**

Each Obligor shall ensure that at all times its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

22.4 **Negative pledge**

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall) create or permit to subsist any Security over any of its assets.

(b) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall):

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Restricted Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

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

(iv) enter into any other preferential arrangement having a similar effect,

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

(c) Paragraphs (a) and (b) above do not apply to:

(i) any netting or set-off arrangement entered into by any member of the Restricted Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(ii) any lien arising by operation of law and in the ordinary course of trading;

(iii) except where the supplier is another member of the Restricted Group, any title transfer or retention of title arrangement entered into by any member of the Restricted Group in the normal course of trading on the supplier's standard or usual terms;

(iv) any Security or (Quasi Security) over or affecting any asset acquired by a member of the Restricted Group (except any asset acquired from another member of the Restricted Group) after the date of this Agreement if:

(A) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by a member of the Restricted Group;

(B) the principal amount secured has not been increased in contemplation of, or since the acquisition of, that asset by a member of the Restricted Group; and

(C) the Security or Quasi Security is removed or discharged within nine months of the date of acquisition of such asset unless the Company has demonstrated to the satisfaction of the Agent that that member of the Restricted Group (1) is not contractually entitled to repay the Financial Indebtedness secured by that Security, and (2) has used reasonable endeavours to procure the discharge of that Security,

unless the Majority Lenders consent otherwise;

(v) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Restricted Group after the date of this Agreement, where the

Security or Quasi Security is created prior to the date on which that company becomes a member of the Restricted Group, if:

(A) the Security or Quasi Security was not created in contemplation of the acquisition of that company;

(B) the principal amount secured has not increased in contemplation of, or since the acquisition of, that company; and

(C) the Security or Quasi Security is removed or discharged within nine months of that company becoming a member of the Restricted Group unless the Company has demonstrated to the satisfaction of the Agent that that member of the Restricted Group (1) is not contractually entitled to repay the Financial Indebtedness secured by that Security, and (2) has used reasonable endeavours to procure the discharge of that Security,

unless the Majority Lenders consent otherwise;

(vi) any Security or Quasi Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi Security other than any permitted under this paragraph (c)) does not exceed U.S.$5,000,000 (or its equivalent);

(vii) any Security created in connection with escrow arrangements for source codes agreed with the customers of any member of the Restricted Group in the ordinary course of business;

(viii) any Security over goods, documents of title to goods and related documents and insurances and their proceeds arising or created in the ordinary course of its business as security for indebtedness to a bank or financial institution directly relating to the assets over which that Security exists;

(ix) any Security over any assets of a member of the Restricted Group in favour of a Guarantor, or a wholly-owned Subsidiary in the Restricted Group of the Company;

(x) the security created pursuant to any of the Security Documents; and

(xi) any Security or Quasi Security created over any asset with the prior written consent of the Majority Lenders.

(d) Paragraph (a) above does not apply to Security granted by a member of the Restricted Group in favour of a provider of bank guarantees, bid, transfer or performance bonds, standby letters of credit and similar instruments required by it or another member of the Restricted Group in the ordinary course of business **provided that** the principal amount secured by such Security does not exceed U.S.$1,000,000 (or its equivalent) in aggregate.

22.5 **Disposals**

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset to any other person, including any member of the Target Group.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal of an asset (other than a Charged Asset):

(i) made in the ordinary course of trading of the disposing entity;

(ii) of assets in exchange for other assets comparable or superior as to type, value and quality;

(iii) of obsolete assets at arm's length and on normal commercial terms;

(iv) of cash as consideration for the acquisition of any asset at arm's length and on normal commercial terms;

(v) of assets at arm's length and on normal commercial terms, which in the reasonable view of the board of directors of the Company, are not required in the operation of the disposing entity's business and which were acquired by the disposing entity as the result of the acquisition of another person;

(vi) of assets for a consideration not less than a normal commercial consideration by any member of the Restricted Group to a Guarantor, or by one member of the Restricted Group that is a wholly-owned Subsidiary of the Company to another member of the Restricted Group that is a wholly-owned Subsidiary, or (if the interest of the Company in the transferee is not less than its interest in the transferor) by any other member of the Restricted Group to another member of the Restricted Group;

(vii) of cash dividends by the Company to its ordinary shareholders from its distributable profits and reserves in the usual and ordinary course of its business;

(viii) of assets for cash of the Company having an aggregate fair market value of less than U.S.$***[Omitted Pursuant to Confidential Treatment Request]*** (or its equivalent) and any individual disposal of an asset for cash consideration of less than $***[Omitted Pursuant to Confidential Treatment Request]***

(ix) made pursuant to the Merger; or

(x) made with the prior written consent of the Majority Lenders,

provided that nothing in this paragraph (b) shall permit any member of the Group to sell, lease, transfer or otherwise dispose of any shares in the Target other than as required pursuant to the Merger Agreement in order that the Company does not own more than 54.5% of the share capital of the Target, on a fully diluted basis.

22.6 **Change of business**

The Company shall procure that no substantial change is made to the general nature of the business of the Company or the Restricted Group from that carried on at the date of this Agreement (other than that arising from the sale of Sesame Limited).

22.7 **Merger**

No Obligor shall enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction other than where the surviving entity of that amalgamation, demerger, merger, consolidation or corporate reconstruction is (i) liable for the obligations of that Obligor and (ii) incorporated in the same jurisdiction as that Obligor.

22.8 **Insurance**

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and to the extent that it reasonably considers is usual for companies carrying on the same or substantially similar business.

22.9 **Environmental compliance**

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) comply in all material respects with all Environmental Law and obtain and maintain any Environmental Permits where failure to do so would have a Material Adverse Effect.

22.10 **Environmental claims**

The Company shall inform the Agent in writing as soon as reasonably practicable upon becoming aware of the same if any Environmental Claim has been commenced or (to the best of the Company's knowledge and belief) is threatened against any member of the Restricted Group where the claim would be reasonably likely to be determined against that member of the Restricted Group and, if so, would have a Material Adverse Effect.

22.11 **Taxation**

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

22.12 **Prohibited acquisitions**

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall), without the prior written consent of the Majority Lenders:

(i) subscribe for or acquire any share or other equity interest in, or make any capital contribution to, any person; or

(ii) acquire any business or going concern, or the whole or substantially the whole of the assets or business of any person, or any assets that constitute a division or operating unit of the business of any person,

(each an " **Acquisition**").

(b) Paragraph (a) above shall not apply to:

(i) the Merger;

(ii) the Share Buy Backs (subject to Clause 22.15 (*Limitation on the amounts applied towards Share Buy Backs*));

(iii) an Acquisition for a consideration not exceeding a normal commercial consideration by a Guarantor from any member of the Restricted Group, or by one wholly-owned Subsidiary of the Company in the Restricted Group from another wholly-owned Subsidiary in the

Restricted Group, or (if the interest of the Company in the transferee is not less than its interest in the transferor) by any other such Subsidiary from another which is a member of the Restricted Group;

(iv) an Acquisition of the issued share capital of a limited liability company, including by way of formation, which has not traded prior to the date of that Acquisition and which has no, or only nominal, assets and liabilities as at the date of that Acquisition;

(v) an Acquisition (other than any acquisition of shares or equity investment in the Target Group) by a member of the Restricted Group if:

(A) it is made at fair market value;

(B) it is of or in a business or shares in a business, in each case of the same type as that carried on by the Restricted Group;

(C) all Authorisations required in relation to that Acquisition have been obtained;

(D) it does not involve any member of the Restricted Group entering into a partnership or joint venture arrangement with any person other than a member of the Restricted Group for the purposes of that Acquisition;

(E) the ratio of Net Borrowings to Adjusted EBITDA for the most recently ended Relevant Period in respect of which a Compliance Certificate has been delivered, recalculated (i) after consolidating the financial statements of the company or business to be acquired (consolidated if that company has Subsidiaries) for that Relevant Period with those of the Restricted Group on a pro forma basis (and taking into synergies which are reasonable and realisable within 12 months of the proposed acquisition), and (ii) as if the consideration for the proposed acquisition had been paid on the last day of that Relevant Period, is less than 2.5:1;

(F) EBITDA (adjusted on a pro forma basis for synergies which are reasonable and realisable within 12 months of the proposed acquisition) of the company or business to be acquired for the most recently ended financial year of that company or business prior to the date of the proposed acquisition is positive;

(G) the Company certifies to the Agent no later than the date the Acquisition completes that it is in compliance with sub-paragraphs (E) and (F) above, but only in respect of an Acquisition where the amount of the total cash and cash equivalent consideration for that Acquisition (including associated costs and expenses and any Financial Indebtedness assumed by a member of the Restricted Group from the acquired company or business or remaining in the acquired company or business at the date of Acquisition) (the " **Acquisition Consideration**") is greater than $***[Omitted Pursuant to Confidential Treatment Request]***;

(H) the Acquisition Consideration for that Acquisition, when aggregated with the Acquisition Consideration for each other Acquisition (including for the avoidance of doubt any Acquisition of shares or other equity interests in the capital of a member of the Target Group) made after the date of this Agreement pursuant to

this sub-paragraph (v), does not exceed $***[Omitted Pursuant to Confidential Treatment Request]*** (or its equivalent in another currency or currencies) over the life of the Facility; and

(I) no Default is continuing or would result from that Acquisition.

22.13 **Loans and Guarantees**

(a) Except as permitted by paragraph (b) below, no Obligor shall (and the Company shall ensure that no member of the Restricted Group shall) (i) make any loans or grant any credit or (ii) give any guarantee or indemnity (except as required under any of the Finance Documents) or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any indebtedness of any person (together, a " **Guarantee**").

(b) Paragraph (a) above shall not prohibit any Obligor or any other member of the Restricted Group from granting any loan or credit or giving any Guarantee:

(i) in the ordinary course of business;

(ii) to, or in respect of, any member of the Restricted Group;

(iii) to any person to finance, directly or indirectly, the purchase by that person or any other person of any indebtedness of any member of the Restricted Group if the Obligor disclosed to the Agent its intention to grant that loan or credit prior to the date of this Agreement;

(iv) to any trustee of an employee share option scheme provided in the ordinary course of business for the benefit of employees of any member of the Restricted Group;

(v) where the aggregate principal amount outstanding of all loans or credit granted, and Guarantees given, by the members of the Restricted Group:

(A) to, or in respect of, members of the Target Group, does not exceed $40,000,000; and

(B) to, or in respect of, persons other than members of the Target Group, does not exceed U.S.$1,000,000, or

(vi) guarantees given by Guarantors which are subordinated in accordance with the provisions of the Subordination Agreement,

provided that nothing in this paragraph (b) shall permit any member of the Group to grant any loan or credit or give any Guarantee to or in respect of a member of the Target Group other than in accordance with sub-paragraph (v) above.

22.14 **Accession of Additional Guarantors**

(a) Without prejudice to Clause 25.6 (*Resignation of a Guarantor*), the Company shall ensure that:

(i) (unless the Company demonstrates to the reasonable satisfaction of the Agent that it is unlawful for a member of the Restricted Group to become an Additional Guarantor):

(A) each member of the Restricted Group which satisfies the Relevant Criteria as at the Closing Date shall become an Additional Guarantor in accordance with the provisions of Clause 25.4 (*Additional Guarantors*) (i) on or before the Closing Date in respect of members of the Restricted Group incorporated in England and

Wales, or (ii) on or before the date falling 30 days after the Closing Date in respect of members of the Restricted Group incorporated in any other jurisdiction; and

(B) each member of the Restricted Group from time to time which satisfies the Relevant Criteria at any time after the date of this Agreement shall within 90 days of it satisfying the Relevant Criteria become an Additional Guarantor in accordance with the provisions of Clause 25.4 (*Additional Guarantors*);

(ii) within 30 days of the Closing Date, the aggregate unconsolidated operating profit of all Guarantors (without double counting and excluding any dividend or other distribution received by that Guarantor from any of its Restricted Subsidiaries) is at least equal to 75 per cent. of the operating profit of the Restricted Group in accordance with the last available audited consolidated statements (adjusted as necessary to reflect the Merger) as at the date of this Agreement;

(iii) within 30 days of the Closing Date, the aggregate unconsolidated gross revenue of all Guarantors (without double counting and excluding any dividend or other distribution received by that Guarantor from any of its Restricted Subsidiaries) is at least equal to 75 per cent. of the gross revenue of the Restricted Group in accordance with the last available audited consolidated statements (adjusted as necessary to reflect the Merger) as at the date of this Agreement; and

(iv) each accession document by which a member of the Restricted Group becomes a guarantor in respect of the Subordinated Loan is either (i) in the form appearing at schedule 6 of the Subordinated Loan Agreement or (ii) in such form as has been approved by the Agent.

(b) A member of the Restricted Group which is regulated by the Financial Services Authority shall not be required to become an Additional Guarantor (but shall, for the avoidance of doubt, be counted as a member of the Restricted Group, including for the purposes of (ii) and (iii) of paragraph (a) above).

(c) For the purposes of this Clause 22.14:

(i) "**Relevant Criteria**" means, in respect of a member of the Restricted Group, that the gross revenue or operating profit of that member of the Restricted Group represents at least 7.5 per cent. of the consolidated gross revenues or operating profits of the Restricted Group, determined using the applicable principles set out in the definition of "**Principal Subsidiary**" in Clause 1.1 (*Definitions*) after making all necessary changes except that paragraph (a) of that definition shall not apply and, for the purposes of paragraph (c) of that definition, the reference to Original Financial Statements shall be construed as a reference to the most recent audited financial statements of the relevant member of the Restricted Group; and

(ii) "**Relevant Period**" has the meaning given to it in Clause 21.1 (*Financial definitions*).

22.15 **Limitation on the amounts applied towards Share Buy Backs**

(a) Except as permitted by paragraph (b) below, the Company shall not apply any amounts towards Share Buy Backs.

(b) Paragraph (a) shall not prohibit the Company from applying amounts towards Share Buy Backs to prevent dilution of existing shareholders following any issue of shares in the Company made under an employee share option scheme provided that the aggregate consideration paid for all such repurchases does not exceed U.S.$***[Omitted Pursuant to Confidential Treatment Request]***.

22.16 **Limitation on Financial Indebtedness**

The Company shall ensure that no member of the Restricted Group will incur or allow to remain outstanding any Financial Indebtedness other than to another member of the Restricted Group or Financial Indebtedness incurred in connection with:

(a) the Finance Documents;

(b) the Subordinated Loan or any Permitted Subordinated Refinancing;

(c) hedging or other derivative transactions entered into in the ordinary course of business for non-speculative reasons;

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

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

(f) other Financial Indebtedness, in a principal amount not exceeding $***[Omitted Pursuant to Confidential Treatment Request]***,

and, for the purpose of this clause, any amount raised under a working capital facility made available on the basis of netting or set-off arrangements entered into by members of the Restricted Group in the ordinary course of their banking arrangements shall be taken at its net amount after giving effect to those netting and set-off arrangements.

22.17 **Merger Agreement and Underwriting Agreement**

The Company shall ensure that the Merger Agreement and Underwriting Agreement and any conditions to the Merger Agreement or Underwriting Agreement are not amended, varied, supplemented or waived from the form in which they were delivered as a condition precedent in accordance with Part 1 of Schedule 2 (*Conditions precedent*), in any manner which could reasonably be expected to adversely affect the interests of the Lenders or without the prior written consent of the Majority Lenders.

22.18 **Subordinated Loan Agreement**

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall procure that the no Member of the Group will):

(i) repay or prepay any principal amount (or capitalised interest) outstanding under the Subordinated Loan;

(ii) pay any interest or any other amounts payable in connection with the Subordinated Loan; or

(iii) purchase, redeem, defease or discharge any amount outstanding with respect to the Subordinated Loan.

(b) Paragraph (a) above does not apply to a payment, repayment or prepayment which is a permitted pursuant to Clause 8.3(c), is otherwise expressly permitted by the Subordination Agreement or is made pursuant to a Permitted Subordinated Refinancing.

22.19 **Amendments of Subordinated Documents**

No Obligor shall (and the Company shall ensure that no member of the Group will) amend from the form in which they were delivered as a condition precedent in accordance with Part 1 of Schedule 2 (*Conditions precedent*) or otherwise delivered to the Agent in accordance with this Agreement any Subordinated Document except to the extent permitted by the Subordination Agreement.

22.20 **Anti-Terrorism Laws**

(a) No Obligor shall knowingly engage in any transaction that violates any of the applicable prohibitions set forth in any Anti-Terrorism Law.

(b) To the knowledge of each Obligor, (i) none of the funds or assets of such Obligor that are used to repay the Facility shall constitute property of, or shall be beneficially owned directly or indirectly by, any Restricted Party and (ii) no Restricted Party shall have any direct or indirect interest in such Obligor that would constitute a violation of any Anti-Terrorism Laws.

(c) No Obligor shall, and each Obligor shall procure that none of its Subsidiaries will, knowingly fund all or part of any payment under this Agreement out of proceeds derived from transactions that violate the prohibitions set forth in any Anti-Terrorism Law.

22.21 **US Regulation**

Each Obligor shall ensure that it will not, by act or omission, become subject to regulation under any of the laws or regulations described in Clauses 19.17(b) (*Investment Company Act*) or (h)(*Public Utilities*).

22.22 **Margin Regulations**

No Obligor may use any Loan, directly or indirectly, to buy or carry Margin Stock or to extend credit to others for the purpose of buying or carrying Margin Stock in violation of Clause 19.17(d) (*Margin Stock*).

22.23 **Allscripts Holding Companies**

The Company shall procure that no Allscripts Holding Company shall trade, carry on any business, own any assets, incur any liabilities or conduct any activity other than in connection with:

(a) the ownership of shares (and related rights) in the Target;

(b) the receipt and making of payments arising out of the ownership referred to in paragraph (a);

(c) such activities as are necessary only to permit the activity described in paragraphs (a) and (b) above.

23. EVENTS OF DEFAULT

Each of the events or circumstances set out in Clause 23 is an Event of Default.

23.1 Non-payment

An Obligor does not pay in the manner provided in a Finance Document any amount payable by it when due, unless that Obligor satisfies the Agent that non-payment is due solely to administrative error (whether by that Obligor or a bank involved in transferring funds to the Agent) and payment is made within two Business Days of its due date.

23.2 Financial covenants

Any requirement of Clause 21 (*Financial covenants*) is not satisfied.

23.3 Other obligations

(a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 23.1 (*Non-payment*) and Clause 21.2 (*Financial condition*).

(b) No Event of Default will occur under paragraph (a) above if the failure to comply is capable of remedy and is remedied within 30 days of the Agent giving notice to the Company or the Company becoming aware of the failure to comply.

23.4 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

23.5 Cross default

(a) Any Financial Indebtedness of any member of the Restricted Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any member of the Restricted Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment to make available any Financial Indebtedness of any member of the Restricted Group is cancelled or suspended by a creditor of any member of the Restricted Group as a result of an event of default (however described).

(d) Any creditor of any member of the Restricted Group becomes entitled to declare any Financial Indebtedness of any member of the Restricted Group due and payable prior to its specified maturity as a result of an event of default (however described).

(e) Any Financial Indebtedness of any member of the Target Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(f) No Event of Default will occur:

(i) under any of paragraphs (a) to (d) above, if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than U.S.$5,000,000 (or its equivalent); or

(ii) under paragraph (e) above, if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than U.S.$12,500,000 (or its equivalent).

23.6 **Insolvency**

Any Obligor or Principal Subsidiary:

(a) is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its indebtedness;

(b) begins negotiations or takes any other step with a view to agreeing a moratorium in respect of all of (or all of a particular type of) its indebtedness (or of any part which it will or might otherwise be unable to pay when due); or

(c) proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the indebtedness of that Obligor or Principal Subsidiary.

23.7 **Winding up**

(a) Any Obligor or Principal Subsidiary takes any corporate action, or other steps or legal proceedings are started, for its winding up, dissolution, administration or re-organisation (whether by voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a liquidator, receiver, administrative receiver, administrator, conservator, custodian, trustee or similar officer of it or a material part of its of its assets or revenues and assets.

(b) Paragraph (a) above shall not apply to:

(i) any step which is vexatious or frivolous and which is discharged or stayed within 7 days of being taken; or

(ii) any re organisation to which the Majority Lenders have previously consented in writing.

23.8 **Creditors' process**

A distress, attachment, execution or other similar legal process is levied, enforced or sued out on or against the assets of any Obligor or Principal Subsidiary having an aggregate book value of more than U.S.$5,000,000 (or its equivalent) and is not discharged or stayed within 14 days.

23.9 **United States Bankruptcy Laws**

(a) In this Clause 23.9 and Clause 23.19 (*Acceleration*):

U.S. Bankruptcy Law means the United States Bankruptcy Code 1978 or any other bankruptcy, insolvency or similar law of the United States or any state thereof.

(b) Any of the following occurs in respect of a U.S. Debtor:

(i) it makes a general assignment for the benefit of creditors;

(ii) it commences a voluntary case or proceeding under any U.S. Bankruptcy Law;

(iii) an involuntary case under any U.S. Bankruptcy Law is commenced against it and is not controverted within 60 days or is not dismissed or stayed within 90 days after commencement of the case; or

(iv) an order for relief or other order approving any case or proceeding is entered under any U.S. Bankruptcy Law.

23.10 **Analogous events**

Any event occurs which, under the laws of any jurisdiction, has an analogous effect to any event mentioned in Clause 23.6 (*Insolvency*) or Clause 23.7 (*Winding-up*).

23.11 **Ownership of the Obligors**

An Obligor (other than the Company) is not or ceases to be a member of the Restricted Group.

23.12 **Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents unless the Majority Lenders determine that such unlawfulness is immaterial.

23.13 **Proceedings commenced**

Any litigation, arbitration or administrative proceeding has commenced which is reasonably likely to be determined adversely and if adversely determined would have a Material Adverse Effect.

23.14 **Repudiation**

An Obligor repudiates any material provision of any Finance Document.

23.15 **Security**

Any Security Document is not in full force and effect or does not create in favour of the Security Agent for the benefit of the Finance Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.

23.16 **ERISA default**

Any:

(a) Plan which is covered by Title IV of ERISA but which is not a "**multiemployer plan**" (as that term is defined for the purposes of sections 3(37) and 4001(a)(3) of ERISA) shall terminate under section 4041(c) or section 4042 of ERISA;

(b) Obligor or any entity, whether or not incorporated, which is under common control with any other Obligor (within the meaning of section 4001(a)(14) of ERISA) shall, or in the reasonable opinion of the Majority Lenders, is likely to, incur any liability in connection with a withdrawal from, or the insolvency or reorganisation (as those terms are defined in section 4245 and section 4241 respectively of ERISA) of, a multiemployer plan; or

(c) other event or condition shall occur or exist with respect to a Plan,

and such event or condition, together with all other such events or conditions, if any, would have a Material Adverse Effect.

23.17 **Material adverse change**

Any event or circumstance occurs which will or might reasonably be expected to have a material adverse effect on the ability of the Obligors taken together to perform or comply with their obligations under the Finance Documents.

23.18 **Subordination Agreement**

Any party to the Subordination Agreement (other than a Finance Party) fails to comply with its obligations under that agreement and, in the opinion of the Majority Lenders (acting reasonably),

the interests of the Lenders or any of them under the Finance Documents are, or are reasonably likely to be, materially prejudiced by such failure.

23.19 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Company:

(a) cancel the Total Commitments whereupon they shall immediately be cancelled;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders,

provided that, notwithstanding the foregoing, upon the occurrence of an Event of Default specified in Clause 23.9 (*United States Bankruptcy Laws*) in relation to a U.S. Debtor the Facility to the extent otherwise available to such U.S. Debtor shall cease to be available to that U.S. Debtor and all Utilisations made available to such U.S. Debtor shall become immediately due and payable and all accrued interest, and all other amounts accrued under the Finance Documents owing from such U.S. Debtor shall become immediately due and payable, in each case without declaration, notice or demand by or to any persons; and

provided further that the operation of the above proviso may be waived by the Majority Lenders and that such U.S. Debtor shall not result in any contingent obligations owed by any other members of the Group under any guarantee under Clause 18 (*Guarantee and indemnity*) becoming an actual obligation until the Agent makes the relevant notice to the Company as directed by the Majority Lenders pursuant to this Clause.

SECTION 9

CHANGES TO PARTIES

24. CHANGES TO THE LENDERS

24.1 Assignments and transfers by the Lenders

Subject to this Clause 24, a Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the " **New Lender**").

24.2 Conditions of assignment or transfer

(a) The consent of the Company is required for an assignment or transfer by a Lender, unless:

(i) an Event of Default has occurred and is continuing; or

(ii) the New Lender:

(A) is another Lender;

(B) is an Affiliate of a Lender; or

(C) has a long-term credit rating from S&P of at least A- or from Moody's of at least A3.

(b) The consent of the Company to an assignment or transfer must not be unreasonably withheld or delayed. The Company will be deemed to have given its consent five Business Days after the Lender has requested it unless consent is expressly refused by the Company within that time.

(c) The consent of the Company to an assignment or transfer must not be withheld solely because the assignment or transfer may result in an increase to the Mandatory Cost.

(d) An assignment will only be effective on:

(A) receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was an Original Lender; and

(B) performance by the Agent of all necessary "**know your customer**" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(e) A transfer will only be effective if the procedure set out in Clause 24.6 (*Procedure for transfer*) is complied with.

(f) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (*Tax gross-up and indemnities*) or Clause 14 (*Increased costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

24.3 **Assignment to Federal Reserve Bank**

In addition to any other assignments or participation rights provided in this Clause 26, each Lender may assign and pledge all or any portion of its Loans and the other obligations owed to such Lender, without notice to or consent of any Party, to a United States Federal Reserve Bank pursuant to Regulation A of the Board and any operating circular issued by such Federal Reserve Bank; provided, however, that, (i) no Lender shall be relieved of any of its obligations under this Agreement as a result of any such assignment and pledge and (ii) in no event shall such United States Federal Reserve Bank be considered to be a "**Lender**" or be entitled to require the assigning Lender to take or omit to take any action under this Agreement.

24.4 **Assignment or transfer fee**

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $2000.

24.5 **Limitation of responsibility of Existing Lenders**

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer from a New Lender of any of the rights and obligations assigned or transferred under this Clause 24; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

24.6 **Procedure for transfer**

(a) Subject to the conditions set out in Clause 24.2 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (b) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender upon its completion of all "**know your customer**" or other checks relating to any person that it is required to carry out in relation to the transfer to such new Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the " **Discharged Rights and Obligations** ");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Security Agent, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Security Agent and the Existing Lender shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a "**Lender**".

24.7 **Disclosure of information**

Any Lender may disclose to any of its Affiliates and any other person:

(a) to (or through) whom that Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Agreement;

(b) with (or through) whom that Lender enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, this Agreement or any Obligor;

(c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation or judicial or administrative proceedings; or

(d) for whose benefit that Lender charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 25.8 (*Security over Lenders' rights*),

any information about any Obligor, the Group and the Finance Documents as that Lender shall consider appropriate if, in relation to paragraphs (a) and (b) above, the person to whom the information is to be given has entered into a Confidentiality Undertaking.

24.8 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 24, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as Security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

24.9 **Notification of French Obligors pursuant to the execution of a Transfer Certificate**

(a) If an Existing Lender assigns any of its rights, or transfers any of its rights and obligations under this Agreement, the New Lender shall procure that an original copy of the assignment agreement or the Transfer Certificate is promptly served on each Obligor incorporated in France by a French bailiff (*huissier*).

(b) The costs of this notification shall be borne by the New Lender.

25. CHANGES TO THE OBLIGORS

25.1 Assignments and transfer by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

25.2 Additional Borrowers

(a) Subject to compliance with the provisions of paragraphs (c), (d) and (e) of Clause 20.9 (*"Know your customer" checks*), the Company may request that any of its wholly owned Subsidiaries or any partnership, each member of which is a wholly owned Subsidiary in the Restricted Group of the Company, becomes an Additional Borrower. That Subsidiary shall become an Additional Borrower if:

(i) all the Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed);

(ii) the Company delivers to the Agent a duly completed and executed Accession Letter and a duly completed and executed Accession Deed under and as defined in the Subordination Agreement;

(iii) the Company confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower;

(iv) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent; and

(v) that Subsidiary is or becomes at the same time an Additional Guarantor in accordance with Clause 25.4 (*Additional Guarantors*).

(b) No consent shall be required under paragraph (a)(i) above if the relevant Subsidiary is incorporated (or, in the case of a partnership, is formed or registered) in the United Kingdom or in the United States of America.

(c) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*).

25.3 Resignation of a Borrower

(a) The Company may request that a Borrower (other than the Company) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

(b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:

(i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Company has confirmed this is the case); and

(ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents,

whereupon that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents.

25.4 **Additional Guarantors**

(a) The Company may request that any of its Subsidiaries in the Restricted Group become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:

(i) the Company delivers to the Agent a duly completed and executed Accession Letter in a form acceptable to the Agent taking into account the requirements of the jurisdiction of incorporation of the Additional Guarantor in order to ensure that the obligations of such Additional Guarantor under Clause 18 (*Guarantee and indemnity*) are enforceable (taking into account the limitations (if any) imposed by the laws of the jurisdiction of incorporation of such Additional Guarantor) and a duly completed and executed Accession Deed under and as defined in the Subordination Agreement;

(ii) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent; and

(iii) it complies with the provisions of paragraphs (c), (d) and (e) of Clause 20.9 (*"Know your customer" checks*).

(b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*).

25.5 **Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

25.6 **Resignation of a Guarantor**

(a) If a Guarantor ceases to be a member of the Restricted Group in accordance with this Agreement, that Guarantor shall cease to be a Guarantor and shall be released from its rights and obligations under the Finance Documents, provided that at the time the Guarantor ceases to be a member of the Restricted Group, no Default is continuing or would result from the Guarantor ceasing to be a member of the Restricted Group.

(b) The Agent shall, at the request and cost of the Company, execute such documents as may be required to release that Guarantor pursuant to paragraph (a) above.

25.7 **Transfer of Loans between Borrowers**

(a) A Borrower incorporated or established in the United States or the United Kingdom (the " **Transferor Borrower**") may transfer all or any part of any outstanding Loans made to it under this Agreement (which shall exclude for the avoidance of doubt any of its rights and obligations as a Guarantor) to another Borrower incorporated or established in the United States or the United Kingdom (the " **Transferee Borrower**") by executing a Borrower Transfer Agreement, provided that:

(i) no Default is continuing or would result from the proposed transfer; and

(ii) the Repeating Representations, if made by reference to the facts and circumstances as at the date of the proposed transfer, would be correct,

(collectively the "**Conditions**").

(b) Each Lender hereby instructs the Agent to sign each Borrower Transfer Agreement on its behalf.

(c) Upon the execution of a Borrower Transfer Agreement, subject to satisfaction of the Conditions:

(i) the Transferor Borrower shall be released from all obligations as a Borrower in respect of the Loans specified in the relevant Borrower Transfer Agreement (the "**Transferred Loans**") and its rights as a Borrower in respect of the Transferred Loans shall be cancelled (such obligations and rights together being the "**Discharged Rights and Obligations**", which shall exclude for the avoidance of doubt the Transferor Borrower's obligations and/or rights as a Guarantor and, in the case of the Transferor Borrower being the Company, otherwise under this Agreement in its capacity as Company);

(ii) the Transferee Borrower shall assume obligations and/or acquire rights against the Parties which differ from the Discharged Rights and Obligations only insofar as the Transferee Borrower assumed and/or acquired the same in place of the Transferor Borrower;

(iii) any guarantees or indemnities under this Agreement securing the Discharged Rights and Obligations shall secure the new rights and obligations contemplated in paragraph (ii) above;

(iv) the Transferee Borrower and the Parties shall acquire the same rights and assume the same obligations between themselves under the Agreement as they would have acquired and assumed had the Transferee Borrower been a Borrower under the Facility Agreement of the Transferred Loans on the date each of the Transferred Loans were made; and

(v) the Company, the Transferor Borrower and the Transferee Borrower will each be deemed to have made the Repeating Representations on the date of execution of the Borrower Transfer Agreement and on the date the transfer pursuant to the Borrower Transfer Agreement becomes effective, in each case by to the facts and circumstances at the relevant date.

SECTION 10

THE FINANCE PARTIES

26. ROLE OF THE AGENT AND THE SECURITY AGENT

26.1 Appointment of the Agent and the Security Agent

(a) Each other Finance Party appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each other Finance Party appoints the Security Agent to act as security trustee under and in connection with the Finance Documents in relation to any security interest which is expressed to be or is construed to be governed by English law or any other law from time to time designated by the Security Agent and an Obligor and to act as its agent in respect of the Subordination Agreement with the rights and powers expressed therein.

(c) Each other Finance Party authorises each of the Agent and the Security Agent to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

26.2 Duties of the Agent and the Security Agent

(a) The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(b) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(c) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Lenders and the Security Agent.

(d) The Agent shall promptly notify the Lenders and the Security Agent of any Default arising under Clause 23.1 (*Non-payment*).

(e) The Agent shall promptly send to the Security Agent such certification as the Security Agent may require pursuant to paragraph 7 (*Basis of distribution*) of Schedule 12 (*Security Agency provisions*).

(f) The duties of the Agent and the Security Agent under the Finance Documents are solely mechanical and administrative in nature.

26.3 Role of the Security Agent

The Security Agent shall not be an agent of (except as expressly provided in any Finance Document) any Finance Party under or in connection with any Finance Document.

26.4 No fiduciary duties

(a) Nothing in this Agreement constitutes the Agent or the Security Agent (except as expressly provided in any Finance Document) as a trustee or fiduciary of any other person.

(b) Neither the Agent nor the Security Agent (except as expressly provided in any Finance Document) shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

26.5 **Business with the Group**

The Agent and the Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with, any member of the Group.

26.6 **Rights and discretions of the Agent and the Security Agent**

(a) The Agent and the Security Agent may rely on:

(i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(b) The Agent and the Security Agent may assume, unless it has received notice to the contrary in its capacity as agent for the Lenders or, as the case may be, as security agent or security trustee for the Finance Parties, that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 23.1 (*Non-payment*));

(ii) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised; and

(iii) any notice or request made by the Company (other than a Utilisation Request, Conversion Notice or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.

(c) Each of the Agent and the Security Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

(d) Each of the Agent and the Security Agent may act in relation to the Finance Documents through its personnel and agents.

(e) The Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(f) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

26.7 **Majority Lenders' instructions**

(a) Unless a contrary indication appears in a Finance Document, the Agent and the Security Agent shall:

(i) act in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from acting or exercising any right, power, authority or discretion vested in it as Agent or Security Agent (as the case may be)); and

(ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with such an instruction of the Majority Lenders.

(b) Unless a contrary indication appears in a Finance Document, any instructions given by the Majority Lenders will be binding on all the Finance Parties.

(c) Each of the Agent and the Security Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.

(d) In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) each of the Agent and the Security Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.

(e) Neither the Agent nor the Security Agent is authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

26.8 **Responsibility for documentation**

Neither the Agent nor the Security Agent are responsible for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, the Security Agent, an Obligor or any other person given in or in connection with any Finance Document or the Information Memorandum; or

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document.

26.9 **Exclusion of liability**

(a) Without limiting paragraph (b) below the Agent will not be liable, including without limitation for negligence or any other category of liability whatsoever, for any action taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.

(b) No Party (other than the Agent or the Security Agent) may take any proceedings against any officer, employee or agent of the Agent or the Security Agent in respect of any claim it might have against the Agent or the Security Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent or the Security Agent may rely on this Clause. Any third party referred to in this paragraph (b) may enjoy the benefit of and enforce the terms of this paragraph in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

(c) Neither the Agent nor the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents

to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.

(d) Nothing in this Agreement shall oblige the Agent or the Security Agent to carry out any " **know your customer**" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent and the Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Security Agent.

26.10 **Lenders' indemnity to the Agent and the Security Agent**

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent and the Security Agent, within three Business Days of demand, against any cost, loss or liability including without limitation for negligence or any other category of liability whatsoever incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful misconduct) in acting as Agent or, as the case may be, Security Agent under the Finance Documents (unless the Agent or the Security Agent has been reimbursed by an Obligor pursuant to a Finance Document).

26.11 **Resignation of the Agent or the Security Agent**

(a) The Agent or the Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders and the Company.

(b) Alternatively the Agent or the Security Agent may resign by giving notice to the Lenders and the Company, in which case the Majority Lenders (after consultation with the Company) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent or, as the case may be, Security Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the Agent or, as the case may be, Security Agent (after consultation with the Company) may appoint a successor Agent or Security Agent.

(d) The retiring Agent or Security Agent shall, at its own cost, make available to its successor such documents and records and provide such assistance as its successor may reasonably request for the purposes of performing its functions as Agent or Security Agent under the Finance Documents.

(e) The resignation notice of the Agent or Security Agent shall only take effect upon the appointment of a successor.

(f) Upon the appointment of a successor, the retiring Agent or Security Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 26 and, in respect of any amounts incurred prior to the appointment of such successor, Clause 17 (*Costs and Expenses*). Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(g) After consultation with the Company, the Majority Lenders may, by notice to the Agent or, as the case may be, the Security Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent or, as the case may be, the Security Agent shall resign in accordance with paragraph (b) above.

26.12 **Confidentiality**

(a) The Agent (in acting as agent for the Finance Parties) and the Security Agent (in acting as security agent or trustee for the Finance Parties) shall be regarded as acting through its respective agency or security agency or trustee division which in each case shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent or, as the case may be, the Security Agent, it may be treated as confidential to that division or department and the Agent or, as the case may be, the Security Agent shall not be deemed to have notice of it.

(c) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Security Agent are obliged to disclose to any other person:

(i) any confidential information; or

(ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

26.13 **Relationship with the Lenders**

(a) The Agent may treat each Lender as a Lender, entitled to payments under this Agreement and acting through its Facility Office unless it has received not less than five Business Days prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Each Lender shall supply the Agent with any information required by the Agent in order to calculate the Mandatory Cost in accordance with Schedule 4 (*Mandatory Cost formulae*).

(c) The Agent, acting for these purposes solely as an agent of the other Finance Parties, shall maintain (and make available for inspection by the Obligors and the Lenders upon reasonable prior notice at reasonable times) at its address referred to in Clause 31.2(c) (*Addresses*) or one of its other offices a register for the recordation of, and shall record, the names and addresses of the Lenders and the respective amounts owing to each Lender from time to time (the "**Register**"). The Obligors, the Agent and the Lenders shall deem and treat the persons listed as the Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof.

26.14 **Credit appraisal by the Lenders**

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(d) the adequacy, accuracy and/or completeness of the Information Memorandum and any other information provided by the Agent, the Security Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

26.15 **Reference Banks**

If a Reference Bank (or, if a Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Agent shall (in consultation with the Company) appoint another Lender or an Affiliate of a Lender to replace that Reference Bank.

26.16 **Management Time of the Agent and the Security Agent**

Any amount payable to the Agent or the Security Agent under Clause 15.3 (*Indemnity to the Agent and the Security Agent*) (other than under paragraph (b) of that Clause), Clause 17 (*Costs and expenses*) (other than under Clause 17.1 (*Transaction expenses*)) or Clause 26.10 (*Lenders' indemnity to the Agent and the Security Agent*) shall include the cost of utilising its management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as it may notify to the Company and the Lenders, and is in addition to any fee paid or payable to it under Clause 12 (*Fees*).

26.17 **Security Agency Provisions**

The provisions of Schedule 12 (*Security Agency provisions*) shall bind each Party.

26.18 **USA Patriot Act**

Each Lender hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act, such Lender is required to obtain, verify and record information that identifies such Obligor, which information includes the name and address of such Obligor and other information that will allow such Lender to identify such Obligor in accordance with the USA Patriot Act.

27. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this Agreement shall:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

28. SHARING AMONG THE LENDERS

28.1 Payments to Lenders

If a Lender (a "**Recovering Lender**") receives or recovers any amount from an Obligor other than in accordance with Clause 29 (*Payment mechanics*) or Clause 13.3 (*Tax indemnity*) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Lender shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 29 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Lender shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the " **Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Lender as its share of any payment to be made, in accordance with Clause 29.5 (*Partial payments*).

28.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Lender) in accordance with Clause 29.5 (*Partial payments*).

28.3 Recovering Lender's rights

(a) On a distribution by the Agent under Clause 28.2 (*Redistribution of payments*), the Recovering Lender will be subrogated to the rights of the Finance Parties which have shared in the redistribution.

(b) If and to the extent that the Recovering Lender is not able to rely on its rights under paragraph (a) above, the relevant Obligor shall be liable to the Recovering Lender for a debt equal to the Sharing Payment which is immediately due and payable.

28.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by that Recovering Lender, then:

(a) each Lender which has received a share of the relevant Sharing Payment pursuant to Clause 28.2 (*Redistribution of payments*) shall, upon request of the Agent, pay to the Agent for account of that Recovering Lender an amount equal to its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay); and

(b) that Recovering Lender's rights of subrogation in respect of any reimbursement shall be cancelled and the relevant Obligor will be liable to the reimbursing Lender for the amount so reimbursed.

28.5 **Exceptions**

(a) This Clause 28 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Lenders of the legal or arbitration proceedings; and

(ii) the other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice or did not take separate legal or arbitration proceedings.

SECTION 11

ADMINISTRATION

29. PAYMENT MECHANICS

29.1 Payments to the Agent

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor (subject to Clause 29.10 (*Payments to the Security Agent*)) or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in a Participating Member State or London) with such bank as the Agent specifies.

29.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 29.3 (*Distributions to an Obligor*) and Clause 29.4 (*Clawback*) and Clause 29.10 (*Payments to the Security Agent*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London).

29.3 Distributions to an Obligor

The Agent and the Security Agent may (with the consent of the relevant Obligor or in accordance with Clause 30 (Set-off)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

29.4 Clawback

(a) Where a sum is to be paid to the Agent or the Security Agent under the Finance Documents for another Party, the Agent or, as the case may be, the Security Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) If the Agent or the Security Agent pays an amount to another Party and it proves to be the case that it had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid shall on demand refund the same to the Agent or, as the case may be, the Security Agent together with interest on that amount from the date of payment to the date of receipt by the Agent or, as the case may be, the Security Agent, calculated by it to reflect its cost of funds.

29.5 **Partial payments**

(a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) first, in or towards payment pro rata of any unpaid fees, costs and expenses of the Agent and the Security Agent under the Finance Documents;

(ii) secondly, in or towards payment pro rata of any accrued interest or commission due but unpaid under this Agreement;

(iii) thirdly, in or towards payment pro rata of any principal due but unpaid under this Agreement; and

(iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

29.6 **No set-off by Obligors**

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

29.7 **Business Days**

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or an Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

29.8 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

29.9 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Company); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

29.10 **Payments to the Security Agent**

Notwithstanding any other provision of any Finance Document, at any time after any Security created by or pursuant to any Security Document becomes enforceable, the Security Agent may require:

(a) any Obligor to pay all sums due under any Finance Document; or

(b) the Agent to pay all sums received or recovered from an Obligor under any Finance Document,

in each case as the Security Agent may direct for application in accordance with the terms of the Security Documents.

30. **SET-OFF**

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

31. **NOTICES**

31.1 **Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

31.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Company, that identified with its name below;

(b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent and the Security Agent, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

31.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with it's signature below (or any substitute department or officer as it shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Agent.

(d) Any communication or document made or delivered to the Company in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors.

31.4 **Notification of address and fax number**

Promptly upon receipt of notification of an address and number or change of address or fax number pursuant to Clause 31.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

31.5 **Electronic communication**

(a) Any communication to be made between the Agent and a Lender under or in connection with the Finance Documents may be made by electronic mail or other electronic means, if the Agent and the relevant Lender:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made between the Agent and a Lender will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.

31.6 **English language**

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

32. CALCULATIONS AND CERTIFICATES

32.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

32.2 **Certificates and Determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

32.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

33. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

34. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

35. AMENDMENTS AND WAIVERS

35.1 Required consents

(a) Subject to Clause 35.2 (*Exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.

(b) The Agent (or in the case of the Subordination Agreement, the Security Agent) may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause.

35.2 Exceptions

(a) An amendment or waiver that has the effect of changing or which relates to:

(i) the definition of "**Majority Lenders**" in Clause 1.1 (*Definitions*);

(ii) an extension to the date of payment of any amount under the Finance Documents;

(iii) a reduction in the Margin or the amount of any payment of principal, interest, fees or commission payable;

(iv) an increase in or extension of any Commitment;

(v) a change to the Borrowers or Guarantors other than in accordance with Clause 27 (*Changes to the Obligors*);

(vi) a change in the currency in which any Loan is to be made or repaid;

(vii) any provision which expressly requires the consent of all the Lenders;

(viii) Clause 2.2 (*Lenders' rights and obligations*), Clause 24 (*Changes to the Lenders*), Clause 28 (*Sharing among the Lenders*), Clause 29 (*Payment mechanics*) or this Clause 35;

(ix) the release of any Security created pursuant to any Security Document or of any Charged Assets (except as provided in any Security Document),

shall not be made without the prior consent of all the Lenders.

(b) An amendment or waiver which relates to the rights or obligations of the Agent or the Security Agent may not be effected without the consent of the Agent or the Security Agent.

36. COUNTERPARTS

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

SECTION 12

GOVERNING LAW AND ENFORCEMENT

37. **GOVERNING LAW**

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

38. **ENFORCEMENT**

38.1 **Jurisdiction of English courts**

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement or a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**").

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This Clause 38.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

38.2 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Additional Obligor (other than an Additional Obligor incorporated in England and Wales):

(a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(b) agrees that failure by a process agent to notify the relevant Additional Obligor of the process will not invalidate the proceedings concerned.

The Company irrevocably and unconditionally accepts that appointment.

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

SCHEDULE 1

Original Parties

PART I

Original Obligors

Name of Company	Registration number (or equivalent, if any)
MISYS plc	1360027

Name of Original Guarantor	Registration number (or equivalent, if any)
MISYS plc	1360027

PART II

Original Lenders

Name of Original Lender	Commitment (U.S. $)
HSBC BANK PLC	$50,000,000
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND	$50,000,000
THE ROYAL BANK OF SCOTLAND PLC	$50,000,000

SCHEDULE 2

Conditions precedent

PART I

Conditions precedent to initial Utilisation

1. **Original Obligors**

(a) A copy of the constitutional documents of each Original Obligor and each Chargor.

(b) A copy of the resolutions of the board of directors or, if permissible, a committee of the board of directors of each Original Obligor and each Chargor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request or Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(c) If applicable, a copy of extracts from the minutes of meetings of the board of directors of each Original Obligor and each Chargor establishing the committee referred to in paragraph (b) above and its terms of reference.

(d) If applicable, a copy of the terms of reference of the committee of the board of directors which passed the resolutions referred to in paragraph (b) above.

(e) A specimen of the signature of each person authorised by the resolutions referred to in paragraph (b) above.

(f) Where required as a matter of local law or practice, a copy of a resolution signed by all the holders of the issued shares in each Original Guarantor (other than the Company), approving the terms of, and the transactions contemplated by, the Finance Documents.

(g) A certificate of the Company (signed by a director) confirming that borrowing, securing and/or guaranteeing the Total Commitments would not cause any borrowing, securing, guaranteeing or similar limit binding on any Original Obligor or any Chargor to be exceeded.

(h) A certificate of an authorised signatory of the relevant Original Obligor or Chargor certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

(i) A duly executed copy of the Merger Agreement.

(j) A duly executed copy of the Underwriting Agreement and evidence that the Company has received or will receive not less than U.S. $150,000,000 (or its sterling equivalent as at the first Utilisation Date) of the proceeds of the Vendor Placing, less any fees in connection with the

Vendor Placing as set out in the funds flow statement referred to in paragraph (n) below (but in any event not being of an amount greater than $5,000,000 in aggregate), on or prior to the first Utilisation Date.

(k) An executed copy of the Subordinated Loan Agreement and all "Finance Documents" as defined therein and evidence that on or before the first Utilisation Date the Company has received or will receive not less than $175,000,000 as proceeds of the Subordinated Loan (net of fees payable in connection with the Subordinated Loan Agreement).

(l) This Agreement, a syndication letter, a fee letter or fee letters in respect of the fees referred to in Clause 12 (*Fees*), each duly executed by all parties thereto.

(m) Security Documents duly executed by the Chargors granting first priority security in respect of all of the issued share capital of the Allscripts Holding Companies and related rights.

(n) Any information and evidence required by the Agent or any Lender in respect of its compliance with the KYC and anti-money laundering procedures.

(o) A certificate signed by a director of the Company (i) confirming that all relevant government/regulatory approvals, consents, authorisations, filings, notarisations and registrations (collectively "**Approvals**") (if any) to the extent required for the transactions contemplated in the Finance Documents, the Merger Agreement, the Underwriting Agreement and the Subordinated Loan have been or will be obtained on or prior to the first Utilisation Date and (ii) listing each of these Approvals.

(p) Funds flow statement.

(q) Group structure chart (indicating which members of the Group are Principal Subsidiaries and/or Principal Subsidiaries which satisfy the Relevant Criteria), but excluding any Dormant Company.

(r) a certificate signed by a director of the Company confirming that all necessary conditions for completion of the Merger under the Merger Agreement have been met and there have been no amendments or waivers of:

(i) the conditions; or

(ii) any other provisions,

except in each case as permitted under the Finance Documents.

(s) A copy of the ABO Launch Press Announcement.

2. **Legal opinions**

(a) A legal opinion of Linklaters LLP, legal advisers to the Lenders, the Agent and the Security Agent in England, substantially in the form distributed to the Original Lenders prior to signing this Agreement or as otherwise approved by the Original Lenders.

(b) If an Original Obligor or Chargor is incorporated in a jurisdiction other than England and Wales, a legal opinion of the legal advisers to the Lenders and the Agent in the relevant jurisdiction, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

3. **Other documents and evidence**

(a) The Original Financial Statements of each Original Obligor.

(b) Evidence that the Existing Facility will be prepaid in full and irrevocably cancelled no later than the first Utilisation Date under this Agreement.

(c) Evidence that the Lehman Facilities will be prepaid in full and irrevocably cancelled no later than the first Utilisation Date under this Agreement.

(d) A certificate of an authorised signatory of the Company certifying that, as at the Closing Date, the only Principal Subsidiaries are those set out in that certificate.

(e) Evidence that the fees, costs and expenses then due from the Company pursuant to Clause 12 (*Fees*) and Clause 17 (*Costs and expenses*) have been paid or will be paid on or before the first Utilisation Date.

(f) A U.S. Federal Reserve Board Form U-1 in respect of the Original Borrower.

(g) If an Original Obligor or Chargor exists under the laws of any state of the United States, a solvency certificate in relation to that Original Obligor or Chargor.

PART II

Conditions precedent required to be delivered

by an Additional Obligor

1. An Accession Letter, duly executed by the Additional Obligor and the Company.

2. A copy of the constitutional documents (or equivalent) of the Additional Obligor.

3. If applicable, a copy of a resolution of the board of directors of the Additional Obligor:

(a) approving the terms of, and the transactions contemplated by, the Accession Letter and the Finance Documents and resolving that it execute the Accession Letter;

(b) authorising a specified person or persons to execute the Accession Letter on its behalf; and

(c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including, in relation to an Additional Borrower, any Utilisation Request or Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents.

4. A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.

5. If applicable, a copy of a resolution signed by all the holders of the issued shares of the Additional Guarantor (or equivalent), approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Guarantor is a party.

6. A certificate of the Additional Obligor (signed by a director or a partner authorised to do so, in the case of a partnership) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded.

7. A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in this Part II of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Letter.

8. A copy of any other Authorisation (including in relation to any prohibition on the giving of financial assistance) or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the Additional Obligor's obligations under and transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.

9. If available, the latest audited financial statements (consolidated, where available) of the Additional Obligor.

10. A legal opinion of Linklaters LLP, legal advisers to the Lenders and the Agent in England.

11. If the Additional Obligor is incorporated in a jurisdiction other than England and Wales, a legal opinion of the legal advisers to the Lenders and the Agent (or the legal advisers to the Company) in the jurisdiction in which the Additional Obligor is incorporated.

12. If the proposed Additional Obligor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in Clause 38.2 (*Service of process*), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor.

13. If the Additional Obligor is an Additional Borrower, the Agent's standard form of payment instruction duly completed by the Additional Borrower.

14. If the proposed Additional Obligor is acceding as an Additional Borrower and is a partnership registered under the laws of Delaware:

    (i) a certificate of status or good standing from the Secretary of State in Delaware in respect of the Additional Obligor; and

    (ii) a copy of the partnership agreement of the Additional Obligor.

15. If the proposed Additional Obligor is acceding as an Additional Guarantor and exists under the laws of any state of the United States, a solvency certificate in relation to the Additional Obligor.

16. If the proposed Additional Obligor is acceding as an Additional Borrower, a U.S. Federal Reserve Board Form U-1 in respect of that Additional Borrower.

SCHEDULE 3

Utilisation Request

From: [*Borrower*]

To: [*Agent*]

Dated:

Dear Sirs

U.S.$[_____] Multicurrency Revolving Credit Facility Agreement dated [_____] 2008
(the "Facility Agreement")
Utilisation Request

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Utilisation Request.
2. We give you notice that we wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[_____] (or, if that is not a Business Day, the next Business Day)
Currency of Loan:	[_____]
Amount:	[_____] or, if less, the Available Facility
Interest Period:	[_____]

3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
4. The proceeds of this Loan should be credited to the account of the Borrower at [*account details*].
5. This Utilisation Request is irrevocable.

Yours faithfully

_____

authorised signatory for

[*name of relevant Borrower*]

SCHEDULE 4

Mandatory Cost formulae

1. The Mandatory Cost is an addition to the interest rate in relation to the cost of compliance with (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions) or (b) the requirements of the European Central Bank.

2. On the first day of each Interest Period (or as soon as possible thereafter) the Agent shall calculate, as a percentage rate, a rate (the " **Additional Cost Rate**") in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Agent as the average of the rates supplied by the Reference Banks and will be expressed as a percentage rate per annum.

3. The Additional Cost Rate for any Lender lending from a Facility Office in a Participating Member State will be the percentage determined by the Agent as the cost of complying with the minimum reserve requirements of the European Central Bank.

4. The Additional Cost Rate for any Lender lending from a Facility Office in the United Kingdom will be calculated by the Agent as follows:

   (a) in relation to a domestic sterling Loan:

$$\frac{AB + C(B - D) + E \times 0.01}{100 - (A + C)} \text{ per cent.per annum}$$

(b) in relation to a Loan in any currency other than domestic sterling:

$$\frac{E \times 0.01}{300} \text{ per cent.per annum}$$

Where:

A is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Reference Bank is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.

B is the percentage rate of interest (excluding the Margin and the Mandatory Cost) payable for the relevant Interest Period on the Loan.

C is the percentage (if any) of Eligible Liabilities which that Reference Bank is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.

D is the percentage rate per annum payable by the Bank of England to the Agent on interest bearing Special Deposits.

E is the rate of charge payable by that Reference Bank to the Financial Services Authority pursuant to the Fees Regulations (but, for this purpose, ignoring any minimum fee

required pursuant to the Fees Regulations) and expressed in pounds per £1,000,000 of the Fee Base of that Reference Bank.

5. For the purposes of this Schedule:

   (a) "**Eligible Liabilities**" and "**Special Deposits**" have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;

   (b) "**Fees Regulations**" means the Banking Supervision (Fees) Regulations 2001 or such other law or regulation as may be in force from time to time in respect of the payment of fees for banking supervision; and

   (c) "**Fee Base**" has the meaning given to it, and will be calculated in accordance with, the Fees Regulations.

6. In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5 per cent. will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.

7. Each Reference Bank shall supply any information required by the Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Reference Bank shall supply the following information in writing on or prior to the date on which it becomes a Reference Bank:

   (a) its jurisdiction of incorporation and the jurisdiction of its Facility Office; and

   (b) any other information that the Agent may reasonably require for such purpose.

   Each Reference Bank shall promptly notify the Agent in writing of any change to the information provided by it pursuant to this paragraph.

8. The percentages or rates of charge of each Reference Bank for the purpose of A, C and E above shall be determined by the Agent based upon the information supplied to it pursuant to paragraph 7 above and on the assumption that, unless a Reference Bank notifies the Agent to the contrary, each Reference Bank's obligations in relation to cash ratio deposits, Special Deposits and the Fees Regulations are the same as those of a typical bank from its jurisdiction of incorporation with a Facility Office in the same jurisdiction as its Facility Office.

9. The Agent shall have no liability to any person if such determination results in an Additional Cost Rate which over or under compensates any Lender and shall be entitled to assume that the information provided by any Reference Bank pursuant to paragraphs 3 and 7 above is true and correct in all respects.

10. Any determination by the Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all Parties.

11. The Agent may from time to time, after consultation with the Company and the Lenders, determine and notify to all Parties any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to

time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all Parties.

SCHEDULE 5

Form of Transfer Certificates[1]

PART I

To: [_____] as Agent

From: [*The Existing Lender*] (the "**Existing Lender**") and [*The New Lender*] (the "**New Lender**")

Dated:

U.S.$[_____] Multicurrency Revolving Credit Facility Agreement dated [_____] 2008
(the "Facility Agreement")
Transfer Certificate

1. We refer to Clause 24.6 (*Procedure for transfer*):

   (a) The Existing Lender and the New Lender agree to the Existing Lender and the New Lender transferring by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule in accordance with Clause 24.6 (*Procedure for transfer*).

   (b) The proposed Transfer Date is [_____].

   (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 31.2 (*Addresses*) are set out in the Schedule.

2. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 24.5 (*Limitation of responsibility of Existing Lenders*).

3. [The New Lender is a UK Non Bank Lender and gives the Tax Confirmation by signing this Transfer Certificate.]

4. This Transfer Certificate is governed by English law.

THE SCHEDULE

Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments,]

[Existing Lender] [New Lender]

By: By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [_____].

[Agent]

By:

---

[1] **Note**: An original copy of the Transfer Certificate must be served by the New Lender on each Obligor incorporated in France by bailiff in accordance with Clause 24.8 (*Notification of French Obligors pursuant to the execution of a Transfer Certificate*).

PART II

LMA Transfer Certificate (Par)

TRANSFEROR: Date: [_____]

TRANSFEREE:

This Transfer Certificate is entered into pursuant to (i) the agreement (the "**Sale Agreement**") evidenced by the Confirmation dated [_____] between the Transferor and the Transferee (acting directly or through their respective agents) and (ii) the Credit Agreement.

On the Transfer Date, the transfer by way of novation from the Transferor to the Transferee on the terms set out herein and in the Credit Agreement shall become effective subject to:

(i) the Sale Agreement and the terms and conditions incorporated in the Sale Agreement;

(ii) the terms and conditions annexed hereto; and

(iii) the Schedule annexed hereto,

all of which are incorporated herein by reference.

The Transferor	The Transferee
[_____]	[_____]
By:	By:

Schedule

Credit Agreement Details:

Borrower(s):		
Credit Agreement Dated		
Guarantor(s):		
Agent Bank:	No	Yes (specify) _____
Security:		
Total Facility Amount:		
Governing Law:		
Additional Information:		

Transfer Details:

Name of Tranche Facility:	_____	_____
Nature (Revolving, Term, Acceptances Guarantee/Letter of Credit, Other):	_____	_____
Final Maturity:		
Participation Transferred	_____	_____
Commitment transferred 1	_____	_____
Drawn Amount (details below):1	_____	_____
Undrawn Amount:1	_____	_____
Settlement Date:	_____	

Details of outstanding Credits1

Specify in respect of each Credit:	
Transferred Portion (amount):	_____
Tranche/Facility:	_____
Nature:	☐ Term ☐ Revolver ☐ Acceptance ☐ Guarantee/Letter of Credit ☐ Other (specify) _____

Details of other Credits are set out on the attached sheet

Administration Details

Transferor's Receiving Account: _____

Transferee's Receiving Account: _____

Addresses

Transferor	Transferee
[_____]	[_____]
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile:
Telex:	Telex:
Attn/Ref	Attn/Ref

Terms and Conditions

These are the Terms and Conditions applicable to the transfer certificate including the Schedule thereto (the " **Transfer Certificate**") to which they are annexed.

1. **Interpretation**

In these Terms and Conditions words and expressions shall (unless otherwise expressly defined herein) bear the meaning given to them in the Transfer Certificate, the Credit Agreement or the Sale Agreement.

2. **Transfer**

The Transferor requests the Transferee to accept and procure the transfer by novation of all or a part (as applicable) of such participation of the Transferor under the Credit Agreement as is set out in the relevant part of the Transfer Certificate under the heading "Participation Transferred" (the "**Purchased Assets**") by counter-signing and delivering the Transfer Certificate to the Agent at its address for the service of notice specified in the Credit Agreement. On the Transfer Date the Transferee shall pay to the Transferor the Settlement Amount as specified in the pricing letter between the Transferor and the Transferee dated the date of the Transfer Certificate (adjusted, if applicable, in accordance with the Sale Agreement) and completion of the transfer will take place.

3. **Effectiveness of Transfer**

The Transferee hereby requests the Agent to accept the Transfer Certificate as being delivered to the Agent pursuant to and for the purposes of the Credit Agreement so as to take effect in accordance with the terms of the Credit Agreement on the Transfer Date or on such later date as may be determined in accordance with the terms thereof.

4. **Transferee's Undertaking**

The Transferee hereby undertakes with the Agent and the Transferor and each of the other parties to the Credit Documentation that it will perform in accordance with its terms all those obligations which by the terms thereof will be assumed by it after delivery of the Transfer Certificate to the Agent and satisfaction of the conditions (if any) subject to which the Transfer Certificate is to take effect.

5. **Payments**

5.1 **Place**

All payments by either party to the other under the Transfer Certificate shall be made to the Receiving Account of that other party. Each party may designate a different account as its

Receiving Account for payment by giving the other not less than five Business Days' notice before the due date for payment.

5.2 **Funds**

Payments under the Transfer Certificate shall be made in the currency in which the amount is denominated for value on the due date at such times and in such funds as are customary at the time for settlement of transactions in that currency.

6. **The Agent**

The Agent shall not be required to concern itself with the Sale Agreement and may rely on the Transfer Certificate without taking account of the provisions of such agreement.

7. **Assignment of Rights**

The Transfer Certificate shall be binding upon and enure to the benefit of each party and its successors and permitted assigns provided that neither party may assign or transfer its rights thereunder without the prior written consent of the other party.

8. **Governing Law and Jurisdiction**

The Transfer Certificate (including, without limitation, these Terms and Conditions) shall be governed by and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts.

Each party irrevocably appoints the person described as process agent (if any) specified in the Sale Agreement to receive on its behalf service of any action, suit or other proceedings in connection with the Transfer Certificate. If any person appointed as process agent ceases to act for any reason the appointing party shall notify the other party and shall promptly appoint another person incorporated within England and Wales to act as its process agent.

9. **[Tax Confirmation**

The Transferee is a UK Non-Bank Lender and gives the Tax Confirmation by signing this Transfer Certificate.] [2]

---

2 Please note that this paragraph should only be included where a lender is a UK Non-Bank lender.

SCHEDULE 6

Form of Accession Letter

To: [_____] as Agent

From: [*Subsidiary*] and MISYS plc

Dated:

Dear Sirs

U.S.$[_____] Multicurrency Revolving Credit Facility Agreement dated [_____] 2008
(the "Facility Agreement")
Accession Letter

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Accession Letter.

2. [*Subsidiary*] agrees to become an Additional [Borrower]/[Guarantor] and to be bound by the terms of the Facility Agreement as an Additional [Borrower]/[Guarantor] pursuant to Clause [25.2 (*Additional Borrowers*)]/[Clause 25.4 (*Additional Guarantors*)] of the Facility Agreement. [*Subsidiary*] is a company duly incorporated under the laws of [*name of relevant jurisdiction*].

3. [*Subsidiary's*] administrative details are as follows:

   Address:

   Fax No:

   Attention:

4. This letter is governed by English law.

   [This Guarantor Accession Letter has been delivered as a deed on the date stated at the beginning of this Guarantor Accession Letter.]

MISYS plc	[Subsidiary]
By:	By:

SCHEDULE 7

Form of Resignation Letter

To: [_____] as Agent

From: [*resigning Obligor*] and MISYS plc

Dated:

Dear Sirs

U.S.$[_____] Multicurrency Revolving Credit Facility Agreement dated [_____] 2008
(the "Facility Agreement")
Resignation Letter

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Resignation Letter.
2. Pursuant to [Clause 25.3 (*Resignation of a Borrower*)]/[Clause 25.6 (*Resignation of a Guarantor*)], we request that [*resigning Obligor*] be released from its obligations as a [Borrower]/[Guarantor] under the Facility Agreement.
3. We confirm that no Default is continuing or would result from the acceptance of this request.
4. This letter is governed by English law.

MISYS plc	[Subsidiary]
By:	By:

SCHEDULE 8

Form of Compliance Certificate

To: [_____] as Agent

From: MISYS plc

Dated:

Dear Sirs

U.S.$[_____] Multicurrency Revolving Credit Facility Agreement dated [_____] 2008
(the "Facility Agreement")
Compliance Certificate

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Compliance Certificate.

2. In relation to the Relevant Period ending on [_____], we advise as follows.

   (a) Reported consolidated operating profit before tax for the most recently completed twelve month period was £[_____].

   (b) Exceptional items in accordance with Financial Reporting Standard 3 for the most recently completed twelve month period were; positive £[_____] and negative £[_____].

   (c) Net Interest Payable was £[_____].

   (d) Adjustment to ensure that consolidated operating profit conforms with the definition of " **Headline Earnings**" as described in paragraphs 21 and 22 of the Statement of Investment Practice No. 1 were £[_____] and therefore PBIT for the most recently completed twelve month period was £[_____].

   (e) PBIT for the most recently completed twelve month period was £[_____].

   (f) Depreciation and amortisation for the most recently completed twelve month period was £[_____] and therefore EBITDA was £[_____].

   (g) EBITDA (on an annualised basis) for Subsidiaries acquired during the most recent twelve month period was £[_____], EBITDA for Subsidiaries disposed of during the most recent twelve month period was £[_____] and therefore Adjusted EBITDA for the most recently completed twelve month period was £[_____]; Earnings denominated in currencies other than Sterling were translated in accordance with paragraph (g) below.

   (h) The exchange rates used for the purpose of determining Adjusted EBITDA were [_____].

   (i) Borrowings at the end of the Relevant Period were £[_____].

   (j) Cash and Cash Equivalents at the end of the Relevant Period were £[_____].

(k) Excluded Cash at the end of the Relevant Period was £[_____].

(l) Net Borrowings at the end of the Relevant Period were £[_____].

(m) Interest payable for the most recently completed twelve month period was £[_____].

(n) Interest receivable for the most recently completed twelve month period was £[_____].

(o) Net Interest Paid for the most recently completed twelve month period was £[_____].

(p) A reconciliation between the profit before interest and tax figure in the relevant accounts and PBIT is attached.

(q) A reconciliation between the profit before interest and tax figure in the relevant accounts and EBITDA is attached.

(r) The amount of Financial Indebtedness referred to in paragraph (d) of the definition of " **Borrowings**" at the end of the Relevant Period is £[_____].

3. The ratio of Net Borrowings to Adjusted EBITDA for the Relevant Period was [_____] and the covenant contained in Clause 21.2(a) (*Financial condition*) has been satisfied.

4. The ratio of EBITDA to Net Interest Payable for the Relevant Period was [_____] and the covenants contained in Clause 21.2(b) (*Financial condition*) has been satisfied.

5. Based on the figures set out above, the Margin will be [_____] per cent. per annum.

6. [We confirm that no Default is continuing.]*

_____
Director
MISYS plc

_____
Director
MISYS plc

_____

* If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

SCHEDULE 9

LMA Form of Confidentiality Undertaking
[Letterhead of Seller]

To: [_____] *[insert name of Potential Purchaser]*

Re: The Agreement

Borrower: MISYS plc

Date: [_____]

Amount: U.S.$305,000,000]

Agent: [_____]

Dear Sirs

We understand that you are considering acquiring an interest in the Agreement (the " **Merger**"). In consideration of us agreeing to make available to you certain information, by your signature of a copy of this letter you agree as follows:

1. **Confidentiality undertaking**

You undertake to:

(a) keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 2 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to your own confidential information;

(b) use the Confidential Information only for the Permitted Purpose;

(c) use all reasonable endeavours to ensure that any person to whom you pass any Confidential Information (unless disclosed under paragraph 2(c) below) acknowledges and complies with the provisions of this letter as if that person were also a party to it; and

(d) not make enquiries of any member of the Group or any of their officers, directors, employees or professional advisers relating directly or indirectly to the Merger.

2. **Permitted disclosure**

We agree that you may disclose Confidential Information:

(a) to members of the Purchaser Group and their officers, directors, employees and professional advisers to the extent necessary for the Permitted Purpose and to any auditors of members of the Purchaser Group;

(b) subject to the requirements of the Agreement, to any person to (or through) whom you assign or transfer (or may potentially assign or transfer) all or any of the rights, benefits

and obligations which you may acquire under the Agreement or with (or through) whom you enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Agreement or the Borrower or any member of the Group so long as that person has delivered a letter to you in equivalent form to this letter; and

(c) where:

(i) requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;

(ii) required by the rules of any stock exchange on which the shares or other securities of any member of the Purchaser Group are listed; or

(iii) required by the laws or regulations of any country with jurisdiction over the affairs of any member of the Purchaser Group.

3. **Notification of required or unauthorised disclosure**

You agree (to the extent permitted by law) to inform us of the full circumstances of any disclosure under paragraph 2(c) or upon becoming aware that Confidential Information has been disclosed in breach of this letter.

4. **Return of copies**

If we so request in writing, you shall return all Confidential Information supplied to you by us and destroy or permanently erase all copies of Confidential Information made by you and use all reasonable endeavours to ensure that anyone to whom you have supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case save to the extent that you or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under paragraph 2(c) above.

5. **Continuing obligations**

The obligations in this letter are continuing and, in particular, shall survive the termination of any discussions or negotiations between you and us. Notwithstanding the previous sentence, the obligations in this letter shall cease:

(a) if you become a party to or otherwise acquire (by assignment or sub-participation) an interest, direct or indirect, in the Agreement; or

(b) 12 months after you have returned all Confidential Information supplied to you by us and destroyed or permanently erased all copies of Confidential Information made by you (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above (other than sub-paragraph 2(a)) or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

6. **No representation; consequences of breach, etc.**

You acknowledge and agree that:

(a) neither we, nor any member of the Group nor any of our or their respective officers, employees or advisers (each a " **Relevant Person**"):

(i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by us or the assumptions on which it is based; or

(ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by us or be otherwise liable to you or any other person in respect to the Confidential Information or any such information; and

(b) we or members of the Group may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by you.

7. **No waiver; amendments, etc.**

This letter sets out the full extent of your obligations of confidentiality owed to us in relation to the information the subject of this letter. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges hereunder. The terms of this letter and your obligations hereunder may only be amended or modified by written agreement between us.

8. **Inside information**

You acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and you undertake not to use any Confidential Information for any unlawful purpose.

9. **Nature of undertakings**

The undertakings given by you under this letter are given to us and (without implying any fiduciary obligations on our part) are also given for the benefit of the Borrower and each other member of the Group.

10. **Third party rights**

(a) Subject to paragraph 6 and paragraph 9 the terms of this letter may be enforced and relied upon only by you and us and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

(b) Notwithstanding any provisions of this letter, the parties to this letter do not require the consent of any Relevant Person or any member of the Group to rescind or vary this letter at any time.

11. **Governing law and jurisdiction**

This letter (including the agreement constituted by your acknowledgement of its terms) shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

12. **Definitions**

In this letter (including the acknowledgement set out below) terms defined in the Agreement shall, unless the context otherwise requires, have the same meaning and:

"**Confidential Information**" means any information relating to the Borrower, the Group, the Agreement and/or the Merger provided to you by us or any of our affiliates or advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that (a) is or becomes public knowledge other than as a direct or indirect result of any breach of this letter or (b) is known by you before the date the information is disclosed to you by us or any of our affiliates or advisers or is lawfully obtained by you thereafter, other than from a source which is connected with the Group and which, in either case, as far as you are aware, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality;

"**Group**" means the Borrower and each of its holding companies and subsidiaries and each subsidiary of each of its holding companies (as each such term is defined in the Companies Act 1985);

"**Permitted Purpose**" means considering and evaluating whether to enter into the Merger; and

"**Purchaser Group**" means you, each of your holding companies and subsidiaries and each subsidiary of each of your holding companies (as each such term is defined in the Companies Act 1985).

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

_____

For and on behalf of
[Seller]

We acknowledge and agree to the above:

For and on behalf of
[Potential Purchaser]

SCHEDULE 10

Timetables

	Loans in euro	Loans in sterling	Loans in dollars	Loans in other currencies
Agent notifies the Company if a currency is approved as an Optional Currency in accordance with Clause 4.3 (*Conditions relating to Optional Currencies*)	—	—	—	U-4
Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*))	U-3 9.30 a.m.	U-1 9.30 a.m.	U-2 9.30 a.m.	U-3 9.30 a.m.
Agent determines amount of the Loan in Optional Currency if required under Clause 5.4 (*Lenders' participation*)	U-3 11.00 a.m.	U-1 11.00 a.m.	U-2 11.00 a.m.	U-3 11.00 a.m.
Agent notifies the Lenders of the Loan in accordance with Clause 5.4 (*Lenders' participation*)	U-3 2.00 p.m.	U-1 2.00 p.m.	U-2 2.00 p.m.	U-3 2.00 p.m.
Agent receives a notification from a Lender under Clause 6.2 (*Unavailability of a currency*)	U-3 5.00 p.m.	U-1 5.00 p.m.	—	U-3 5.00 p.m.
Agent gives notice in accordance with Clause 6.2 (*Unavailability of a currency*)	U-2 10.30 a.m.	U 10.30 a.m.	—	U-2 10.30 a.m.
LIBOR is fixed	Quotation Day as of 11.00 a.m.	Quotation Day as of 11.00 a.m.	Quotation Day as of 11.00 a.m.	Quotation Day as of 11.00 a.m.

"**U**" means the date of Utilisation or first day of an Interest Period specified in a Selection Notice.

"**U-X**" means X Business Days prior to date of Utilisation or first day of an Interest Period specified in a Selection Notice.

SCHEDULE 11

Form of Borrower Transfer Agreement

THIS BORROWER TRANSFER AGREEMENT is dated [ ]

BETWEEN:

(1) [ ] (the **Existing Borrower**);

(2) [ ] (the **Substitute Borrower**);

(3) **MISYS PLC** on behalf of itself and each Obligor (as defined in the Agreement referred to below) (the **Company**); and

(4) [ ] as agent (the **Agent**) on behalf of itself and the Lenders (as defined in the Agreement referred to below),

and is supplemental to and subject to the provisions of the U.S.$150,000,000 revolving credit facility dated [●], and made between, among others, the Company, the Agent, the Guarantors and the financial institutions listed in Schedule 1 thereto (the **Agreement**).

IT IS AGREED as follows:

1. Definitions

Unless otherwise dated herein, each term defined and reference construed in the Agreement shall have the same definition and construction in the Borrower Transfer Agreement.

2. Transfer

With effect on the earlier of [●] and the date falling ten Business Days after the date of this Borrower Transfer Agreement (the **Loan Transfer Date**), subject to each of the Conditions being satisfied as at the Loan Transfer Date, and in consideration of a payment made by the Existing Borrower to the Substitute Borrower and the release on the Loan Transfer Date of the Existing Borrower from its obligations and liabilities (actual or contingent) as a Borrower (and excluding for the avoidance of doubt the Existing Borrower's obligations as a Guarantor and, if the Existing Borrower is the Company, as the Company, in each case under the Finance Documents) under the Agreement specified in the schedule to this Borrower Transfer Agreement:

(a) the Substitute Borrower undertakes on and from the Loan Transfer Date to be bound by, observe and perform all the obligations and liabilities (actual or contingent) of the Existing Borrower under the Agreement in respect of the Loans specified in the Schedule (the **Assumed Obligations**); and

(b) the Existing Borrower is released from the Assumed Obligations on and from the Loan Transfer Date.

3. Confirmation

The Existing Borrower, the Substitute Borrower and the Company each confirm that each of the Conditions will be satisfied on the Loan Transfer Date.

4. Integration

This Borrower Transfer Agreement shall be read as one with the Agreement so that any reference in the Agreement to "this Agreement", "hereunder" and similar shall include and be deemed to include this Borrower Transfer Agreement.

5. Governing law

This Borrower Transfer Agreement shall be governed by, and construed in accordance with the laws of England.

SCHEDULE

[ ]

SCHEDULE 12

Security Agency Provisions

1. **Definitions**

In this Schedule:

"**Security Property**" means all right, title and interest in, to and under any Security Document, including:

(a) the Charged Assets;

(b) the benefit of the undertakings in any Security Document; and

(c) all sums received or recovered by the Security Agent pursuant to any Security Document and any assets representing the same.

2. **Declaration of trust**

(a) The Security Agent and each other Finance Party agree that the Security Agent shall hold the Security Property in trust for the benefit of the Finance Parties on the terms of the Finance Documents.

3. **Defects in Security**

The Security Agent shall not be liable for any failure or omission to perfect, or defect in perfecting, the Security created pursuant to any Security Document, including:

(a) failure to obtain any Authorisation for the execution, validity, enforceability or admissibility in evidence of any Security Document; or

(b) failure to effect or procure registration of or otherwise protect or perfect any of the Security created by the Security Documents under any laws in any territory.

4. **No enquiry**

The Security Agent may accept without enquiry, requisition, objection or investigation such title as any Obligor may have to any Charged Assets.

5. **Retention of documents**

The Security Agent may hold title deeds and other documents relating to any of the Charged Assets in such manner as it sees fit (including allowing any Obligor to retain them).

6. **Indemnity out of Security Property**

The Security Agent and every receiver, delegate, attorney, agent or other similar person appointed under any Security Document may indemnify itself out of the Security Property against any cost, loss or liability incurred by it in that capacity (otherwise than by reason of its own gross negligence or wilful misconduct).

7. **Basis of distribution**

To enable it to make any distribution, the Security Agent may fix a date as at which the amount of the Liabilities is to be calculated and may require, and rely on, a certificate from any Finance Party giving details of:

(a) any sums due or owing to any Finance Party as at that date; and

(b) such other matters as it thinks fit.

8. **Rights of Security Agent**

The Security Agent shall have all the rights, privileges and immunities which gratuitous trustees have or may have in England, even though it is entitled to remuneration.

9. **No duty to collect payments**

The Security Agent shall not have any duty:

(a) to ensure that any payment or other financial benefit in respect of any of the Charged Assets is duly and punctually paid, received or collected; or

(b) to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise in respect of any of the Charged Assets.

10. **Perpetuity period**

The perpetuity period for the trusts created by the Finance Documents shall be 80 years from the date of this Agreement.

11. **Appropriation**

(a) Each Party irrevocably waives any right to appropriate any payment to, or other sum received, recovered or held by, the Security Agent in or towards payment of any particular part of the Liabilities and agrees that the Security Agent shall have the exclusive right to do so.

(b) Paragraph (a) above will override any application made or purported to be made by any other person.

12. **Investments**

All money received or held by the Security Agent under the Finance Documents may, in the name of, or under the control of, the Security Agent:

(a) be invested in any investment it may select; or

(b) be deposited at such bank or institution (including itself any other Finance Party or any Affiliate of any Finance Party) as it thinks fit.

If the bank referred to in paragraph (b) above is an Affiliate of the Security Agent, the Security Agent need only account an amount of interest equal to interest payable by it on such a deposit to an independent customer.

13. **Suspense Account**

Subject to paragraph 14 below the Security Agent may:

(a) hold in an interest bearing suspense account any money received by it from any Obligor; and

(b) invest an amount equal to the balance from time to time standing to the credit of that suspense account in any of the investments authorised by paragraph 12 above.

14. **Timing of Distributions**

Distributions by the Security Agent shall be made as and when determined by it.

15. **Delegation**

(a) The Security Agent may:

(i) employ and pay an agent selected by it to transact or conduct any business and to do all acts required to be done by it (including the receipt and payment of money);

(ii) delegate to any person on any terms (including power to sub-delegate) all or any of its functions; and

(iii) with the prior consent of the Majority Lenders, appoint, on such terms as it may determine, or remove, any person to act either as separate or joint security trustee or agent with those rights and obligations vested in the Security Agent by this Agreement or any Security Document.

(b) The Security Agent will not be:

(i) responsible to anyone for any misconduct or omission by any agent, delegate or security trustee or agent appointed by it pursuant to paragraph (a) above; or

(ii) bound to supervise the proceedings or acts of any such agent, delegate or security trustee or agent,

provided that it exercises reasonable care in selecting that agent, delegate or security trustee or agent.

16. **Unwinding**

Any appropriation or distribution which later transpires to have been or is agreed by the Security Agent to have been invalid or which has to be refunded shall be refunded and shall be deemed never to have been made.

17. **Lenders**

The Security Agent shall be entitled to assume that each Lender is a Lender unless notified by the Agent to the contrary.

18. **Disapplication**

Section 1 of the Trustee Act 2000 shall not apply to the duties and powers of the Security Agent in relation to the trusts constituted by any Finance Document save to the extent required by law. Where there are inconsistencies between the Trustee Act 1925 and the Trustee Act 2000 and the express provisions of any such Finance Document, the provisions of such Finance Document shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of such Finance Document shall constitute a restriction or exclusion for the purposes of that Act.

19. **Good discharge**

An acknowledgement of receipt signed by a person to whom payments are to be made under the application of recoveries clause shall constitute a good discharge of the Security Agent.

20. **Tax**

The Security Agent shall not be responsible to the Obligors or the Finance Parties as regards any deficiency which might arise because the Security Agent is subject to any tax in respect of all or any of the Charged Assets or in respect of any assets over which it shall have been granted a security interest in respect of or in relation to these presents, the income there from or the proceeds thereof.

21. **Deductions**

If any party owes an amount to the Security Agent under the Finance Documents the Security Agent may, after giving notice to that party, deduct an amount not exceeding that amount from any payment to the party which the Security agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owned.

22. **Protective actions**

The Security Agent may at all times act without having been instructed by the Lenders for the purpose of enabling the Security Agent to protect its own position and interests in its personal capacity.

23. **Merger**

Any corporation into which the Security Agent is merged or consolidated or any company resulting from such merger or consolidation and any corporation to which the Security Agent shall sell or otherwise transfer all or substantially all of its assets or corporate trust and agency business shall be the Security Agent under the Finance Documents without executing or filing any paper or document or any further act on the part of the parties.

SCHEDULE 13

Net Borrowing Certificate

To: [_____] as Agent

From: MISYS plc

Dated:

Dear Sirs

U.S.$[_____] Multicurrency Revolving Credit Facility Agreement dated [_____] 2008
(the "Facility Agreement")
Compliance Certificate

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Net Borrowing Certificate.

2. We advise that Net Borrowings at the Closing Date will be £[_____].

_____
Director
MISYS plc

Signatures

THE COMPANY

MISYS plc.

By: _____

Address: One Kingdom Street
Paddington
London
W2 6BL
England

Fax: +44 (0)20 3320 1716

Attention: Company Secretary

THE ORIGINAL GUARANTOR

MISYS plc.

By: _____

Address: One Kingdom Street
Paddington
London
W2 6BL
England

Fax: +44 (0)20 3320 1716

Attention: Company Secretary

THE AGENT

HSBC BANK PLC

By: _____

Address: 8 Canada Square, London E14 5HQ

Fax: +44 207 991 4348

Attention: Corporate Trust and Loan Agency

THE SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By: _____

Address: 8 Canada Square, London E14 5HQ

Fax: +44 02 7991 4351

Attention: CTLA Trustee Administration

THE ORIGINAL LENDERS

HSBC BANK PLC

By: _____

Address: 8 Canada Square, London E14 5HQ Registered in England

Copy to: 8th Floor Exchange buildings, 8 Stephenson place Birmingham B2 4NH

Fax: 0121 252 6484

Attention: Ian Sharp

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

By: _____

Address: Bow Bells House, 1 Bread Street, London, EC4M 9BE

Fax: +44 207 626 8468

Attention: Graham Dodd

THE ROYAL BANK OF SCOTLAND PLC

By: _____

Address: 135 Bishopsgate, London, EC2M 3UR

Fax: +44 20 7085 8549

Attention: Trevor Neilson

Exhibit 99.3

CONFORMED COPY

U.S.$175,000,000
SENIOR SUBORDINATED CREDIT AGREEMENT

29 SEPTEMBER 2008

Between

MISYS plc.
as Company

and

ValueAct Capital Master Fund, L.P.
as Original Lender

and

ValueAct Capital Management, L.P.
as Agent

This Agreement is entered into subject to, and with the benefit of, the terms of a Subordination Agreement.

CONTENTS

This Agreement is dated 29 September 2008 and made between:

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

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

(3) **VALUEACT CAPITAL MASTER FUND, L.P.,** acting by its general partner VA Partners I, LLC as the original lender (the "**Original Lender**"); and

(4) **VALUEACT CAPITAL MANAGEMENT, L.P.,** acting by its general partner ValueAct Capital Management LLC as agent of the Lenders (the "**Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**ABO Launch Press Announcement**" means the press announcement issued or to be issued by the Company on or about 18th March, 2008, comprising details of the proposed Vendor Placing.

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

"**Acquisition**" has the meaning given to it in Clause 21.12 (Prohibited acquisitions).

"**Additional Borrower**" means a company or partnership which becomes an Additional Borrower in accordance with Clause 24 (Changes to the Obligors).

"**Additional Guarantor**" means a company or partnership which becomes an Additional Guarantor in accordance with Clause 24 (Changes to the Obligors).

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

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

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

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

"**Anti-Terrorism Law**" has the meaning given to it in Clause 18.16 (U.S. matters).

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

"**Availability Period**" means the period from and including the date of this Agreement to the earlier of the Closing Date and 15 November 2008.

"**Available Commitment**" means a Lender's Commitment under the Facility minus:

(a) the amount of its participation in any outstanding Loans under the Facility; and

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

"**Available Facility**" means the aggregate for the time being of each Lender's Available Commitment in respect of the Facility.

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

"**Borrower**" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 24 (Changes to the Obligors).

"**Borrower Transfer Agreement**" means an agreement effecting a transfer of Loans between Borrowers in accordance with Clause 24.7 (Transfer of Loans between Borrowers) in the form of Schedule 11 (Borrower Transfer Agreement) with such amendments as the Agent and the Company may agree.

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

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

exceeds:

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

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

"**Closing Date**" means the date of completion of the Merger.

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

"**Commitment**" means:

(a) in relation to the Original Lender, US$175,000,000 and the amount of any other Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

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

"**Commitment Letter**" means the commitment letter dated 26 September 2008 between the Company and the Original Lender.

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

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in the form set out in Schedule 9 (LMA Form of Confidentiality Undertaking) or in any other form agreed between the Company and the Agent.

"**Conversion Date**" means the date on which any Loans are converted into a term loan in accordance with Clause 6.1 (Repayment of the Loan and Conversion to Term Loan).

"**Conversion Rate**" has the meaning given to that term in Clause 6.1 (Repayment of the Loan and Conversion to Term Loan).

"**Conversion Spread**" has the meaning given to that term in Clause 6.1 (Repayment of the Loan and Conversion to Term Loan).

"**Default**" means an Event of Default or any event or circumstance specified in Clause 22 (Events of Default) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

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

(a) which has been dormant since its incorporation or since the end of its previous financial year (and for this purpose "dormant" has the meaning given to it in Section 249 AA(4) of the Companies Act 1985);

(b) the value of whose total assets is less than $10,000 (or its equivalent in another currency or currencies); and

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

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

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

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

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

(a) pursuant to the Vendor Placing; or

(b) to another member of the Restricted Group.

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

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

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

but ignoring any Equity Offering where the cash proceeds of such Equity Offering (after the applicable deductions specified above) do not exceed $2,000,000.

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

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

"**Exchange Date**" has the meaning given to that term in Clause 38.2 (Option to Exchange).

"**Exchange Note Indenture**" means any indenture entered into by the Company, any Guarantor and the Exchange Note Trustee pursuant to Clause 38 (Exchange Notes).

"**Exchange Note Trustee**" means the trustee under the Exchange Note Indenture.

"**Exchange Notes**" means the Exchange Notes issued under an Exchange Note Indenture as contemplated by Schedule 14 (Exchange Notes) and pursuant to Clause 38.2 (Option to Exchange).

"**Exchange Note Documents**" means the Exchange Note Indenture, the Exchange Notes and all side letters, instruments, agreements and other documents evidencing or governing the Exchange Notes, providing for any guarantee or other right in respect thereof, affecting the terms of the foregoing or entered into in connection therewith and all schedules, exhibits and annexes to each of the foregoing, as may be amended, restated or otherwise modified in accordance therewith.

"**Exchange Notes Escrow Agreement**" means the agreement to be dated as of a date not later than one month prior to the Termination Date among the Company, the Agent and a mutually agreed fiduciary pursuant to which the Exchange Notes will be deposited and held in escrow.

"**Event of Default**" means any event or circumstance specified as such in Clause 22 (Events of Default).

"**Existing Facility**" means the multicurrency revolving credit agreement dated 10 March 2005 between, amongst others, the Company and certain financial institutions.

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

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

"**Fee Letter**" means each letter between as the case may be, the Agent and the Company setting out the fees referred to in Clause 11 (Fees).

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

"**Finance Party**" means the Agent or a Lender.

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

(a) moneys borrowed;

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (Changes to the Obligors).

"**Highest Lawful Rate**" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to any Obligor or any Finance Party which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

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

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

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

"**Information**" has the meaning given to that term in Clause 39.3 (Take-Out Notes: Cooperation)

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

"**Interest Period**" means:

(a) in relation to a Loan, each period determined in accordance with Clause 9 (Interest Periods); and

(b) in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (Default interest).

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

"**Lehman Facilities**" means the facilities provided or to be provided under the Lehman Facilities Agreement.

"**Lehman Facilities Agreement**" means the $305,000,000 term and revolving facilities agreement dated 19 March 2008 (as amended) between, among others, the Company and Lehman Brothers International (Europe).

"**Lender**" means:

(a) any Original Lender; and

(b) any bank or financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (Changes to the Lenders),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

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

(a) the applicable Screen Rate; or

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

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

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

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

"**Majority Lenders**" means a Lender or Lenders whose participations in Loans and undrawn Commitments aggregate more than 66 2/3 per cent. of the aggregate of all the Loans then outstanding and the then undrawn Total Commitments.

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

"**Margin**" means ***[Omitted Pursuant to Confidential Treatment Request]*** per cent. per annum provided that:

(a) on the date falling three Months after the Closing Date, the Margin shall increase by ***[Omitted Pursuant to Confidential Treatment Request]*** per cent. per annum; and

(b) at the end of each subsequent Month, the Margin shall increase by an additional ***[Omitted Pursuant to Confidential Treatment Request]*** per cent. per annum until the earlier of:

(i) the date on which all outstanding Loans are irrevocably repaid or prepaid in full; and

(ii) the Conversion Date at which time the calculation of interest will be governed by Clause 6.1.

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

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

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

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

(b) the ability of the Obligors taken as a whole to perform their payment obligations under the Finance Documents.

"**Merger**" means the merger of a wholly owned subsidiary of the Target with and into Safety, with Safety continuing as the surviving entity, and the associated acquisition by affiliates of the Company of shares of common stock in the Target representing 54.5 per cent of the total issued and outstanding shares of common stock in the Target on a fully diluted basis, all pursuant to the Merger Agreement.

"**Merger Agreement**" means the agreement and plan of merger dated 17 March 2008 between the Target, the Company, Safety and Patriot Merger Company LLC.

"**Merger Purpose**" means the purpose set out in paragraph (a) of Clause 3.1 (Purpose).

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

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

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

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

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

"**Moody's**" means Moody's Investors Service, Inc.

"**Net Borrowing Certificate**" means a certificate substantially in the form of Schedule 13 (Net Borrowing Certificate).

"**Net Debt Proceeds**" means the cash or cash equivalent proceeds received by a member of the Restricted Group in connection with any Financial Indebtedness borrowed or issued after the date of this Agreement (other than Financial Indebtedness permitted under Clause 21.16 (Limitation on Financial Indebtedness)) incurred by any member of the Restricted Group, after deducting:

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

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

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

"**Net Sale Proceeds**" means the cash or cash equivalent proceeds (including, when received, the cash or cash equivalent proceeds of any deferred consideration, whether by way of adjustment to the purchase price or otherwise, and any amount received in repayment of any intercompany debt owed by any Subsidiary that is subject to the relevant disposal) received by a member of the Restricted Group in connection with the sale, transfer or other disposal by any member of the Restricted Group to a person that is not a member of the Restricted Group of an asset for a cash consideration exceeding U.S.$***[Omitted Pursuant to Confidential Treatment Request]*** (or its equivalent in another currency or currencies) in respect of any single disposal falling within paragraphs (ii), (iii), (v), (viii) or (ix) of Clause 21.5(b) (Disposals)), and after deducting:

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

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

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

provided further, for the purposes of Clause 7.3 (Net Proceeds) only, that such proceeds have not been applied within six months of receipt towards the purchase of other assets for use in the Group's core business or related activities.

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

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

"**Original Financial Statements**" means:

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

(b) in relation to each Additional Obligor, its financial statements delivered by it pursuant to Part II of Schedule 2 (Conditions precedent), if any, or the first set of audited financial statements delivered pursuant to Clause 19.1 (Financial statements).

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

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

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

"**Pensions Notice**" means:

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

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

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

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

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

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

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

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

(c) the gross revenues or operating profits of a member of the Restricted Group shall be calculated by reference to its financial statements which were consolidated into the Original Financial Statements of the Company or the Company's most recent audited consolidated financial statements delivered pursuant to Clause 19.1 (Financial statements);

(d) the gross revenues or operating profits of the Restricted Group shall be calculated by reference to the Original Financial Statements of the Company or its most recent consolidated audited financial statements delivered pursuant to Clause 19.1 (Financial statements), adjusted as appropriate to reflect the gross revenues or operating profits of any person which has become or ceased to be a member of the Restricted Group after the end of the financial period to which those accounts relate;

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

(f) a member of the Restricted Group (if not already a Principal Subsidiary) shall become a Principal Subsidiary on completion of any other intra-Group transfer or reorganisation if it would fulfil any of the tests in the first paragraph of this definition, were all relevant accounts to be prepared as at the completion of that transfer or reorganisation on the basis of the Original Financial Statements of the Company or its most recent consolidated audited financial statements delivered pursuant to Clause 19.1 (Financial statements), adjusted as appropriate to reflect the matters referred to in paragraph (d) above and to reflect all such transfers or reorganisations after the date of those then latest audited consolidated accounts of the Group;

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

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

"**Qualifying Lender**" has the meaning given to it in Clause 12 (Tax gross up and indemnities).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two Business Days before the first day of that period, unless market practice differs in the Relevant Interbank Market for a currency, in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

"**Reference Banks**" means, in relation to LIBOR and Mandatory Cost, the principal London offices of HSBC Bank plc, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc.

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

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

"**Relevant Interbank Market**" means the London interbank market.

"**Repayment Amount**" has the meaning given to that term in Clause 38.2 (Option to Exchange).

"**Repayment Request**" has the meaning given to that term in Clause 38.2 (Option to Exchange).

"**Repeating Representations**" means each of the representations set out in Clauses 18.1 (Status) to 18.6 (Governing law and enforcement), and subject to paragraph (a) of Clause 18 (Representations), Clause 18.16 (U.S. matters).

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

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

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

"**S&P**" means Standard & Poor's Ratings Group.

"**Safety**" means Misys Healthcare Systems, LLC.

"**Screen Rate**" means, in relation to LIBOR, the British Bankers' Association Interest Settlement Rate for the relevant currency and period displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Company and the Lenders.

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

"**Selection Notice**" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 9 (Interest Periods).

"**Senior Documents**" means the Senior Loan Agreement and the "Finance Documents" as defined therein.

"**Senior Loan**" means any loan provided under the Senior Loan Agreement.

"**Senior Loan Agreement**" means the US$150,000,000 senior loan agreement dated on or about the date hereof between, among others, the Company, HSBC Bank plc, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc as original lenders and HSBC Bank plc as agent and security agent.

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

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

"**Specified Time**" means a time determined in accordance with Schedule 10 (Timetables).

"**Subordination Agreement**" means the subordination agreement dated on or about the date hereof between, among others, the Company, the Original Lender, HSBC Bank plc, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc as original lenders under the Senior Loan Agreement and HSBC Bank plc as agent and security agent under the Senior Loan Agreement.

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

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

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

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

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

"**Syndication**" means the general primary syndication of the Facility.

"**Syndication Date**" means the date (as determined by the Agent and notified to the Company) on which Syndication has been completed and the additional syndicate members have become bound to this Agreement.

"**Take-Out Date**" has the meaning given to that term in Clause 39.1 (Take-Out Notes).

"**Take-Out Note Indenture**" means any indenture entered into by the Company, any Guarantor and the Take-Out Note Trustee pursuant to Clause 39 (Take-Out Notes and Cooperation).

"**Take-Out Note Trustee**" means the trustee under the Take-Out Note Indenture.

"**Take-Out Notes**" means the Take-Out Notes issued under a Take-Out Note Indenture pursuant to Clause 39.2 (Option to Exchange).

"**Take-Out Notice**" has the meaning given to that term in Clause 39.1 (Take-Out Notes).

"**Target**" means Allscripts Healthcare Solutions, INC..

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

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

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

"**Term Loan**" has the meaning given to that term in Clause 6.1 (Repayment of the Loan and Conversion to Term Loan).

"**Term Loan Maturity Date**" has the meaning given to that term in Clause 6.1 (Repayment of the Loan and Conversion to Term Loan).

"**Termination Date**" means the date which is 20 months after the Closing Date.

"**Total Commitments**" means the aggregate of the Commitments, being U.S.$175,000,000 at the date of this Agreement.

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

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

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

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

"**Underwriting Agreement**" means the agreement underwriting the Vendor Placing.

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

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

"**U.S. Debtor**" means an Obligor that resides or has a domicile, a place of business or property in the United States of America.

"**USA Patriot Act**" has the meaning given to it in Clause 18.16 (U.S. matters).

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

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

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

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

"**Vendor Placing**" means the issue by the Company of new ordinary shares with a nominal value of £0.01 each in connection with the Merger, which ordinary shares when aggregated with the ordinary

shares issued by the Company over the previous 12 months, represent less than 10 per cent of the ordinary shares in issue on their admission to the Official List of the UK Listing Authority and to trading on the main market of the London Stock Exchange plc.

1.2 Construction

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

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

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

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

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

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

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

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

(viii) a time of day is a reference to London time.

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

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

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

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

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

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

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

1.3 Currency Symbols and Definitions

A reference to:

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

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

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

1.4 Third party rights

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

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

1.5 Subordination Agreement

(a) This Agreement is entered into subject to, and with the benefit of, the terms of the Subordination Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, the terms of the Subordination Agreement will prevail if there is a conflict between the terms of this Agreement and the terms of the Subordination Agreement.

(c) The fact that a provision of this Agreement is expressed to be subject to the terms of the Subordination Agreement does not mean, and will not be taken to mean, that any other provision of this Agreement is not so subject.

2. THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrowers a term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Lenders' rights and obligations

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

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

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

2.3 Obligors' agent

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

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

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

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

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

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

2.4 Acts of the Company

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

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

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

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

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

3. PURPOSE

3.1 Purpose

Each Borrower shall apply all amounts borrowed by it under the Facility in and towards:

(a) directly or indirectly financing of the Merger and/or the costs, fees and expenses in connection with the Merger; and

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

3.2 Monitoring

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

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

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

4.2 Further conditions precedent

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

(i) no Default is continuing or would result from the proposed Loan; and

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

(b) During the Availability Period applicable to Loans advanced for the Merger Purpose, Clause 4.2(a)(i) shall not apply to a Default under Clause 22.16 (Material adverse change).

4.3 Maximum number of Loans

A Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than 5 Loans would be outstanding.

5. UTILISATION

5.1 Delivery of a Utilisation Request

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

5.2 Completion of a Utilisation Request

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

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

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

(iii) the proposed Interest Period complies with Clause 9 (Interest Periods); and

(iv) it specifies the account and bank (which must be in the principal financial centre of the country of the currency of the Utilisation) to which the proceeds of the Utilisation are to be credited.

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

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be dollars.

(b) The amount of the proposed Loan must be a minimum of U.S.$15,000,000 and a whole multiple of U.S.$5,000,000 or, if less, the Available Facility (or such other amount as may be agreed between the Company and the Agent).

5.4 Lenders' participation

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

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

(c) The Agent shall notify each Lender of the amount of each Loan at the Specified Time.

5.5 Cancellation of Commitment

The Total Commitments shall be immediately cancelled at the end of the Availability Period.

6. REPAYMENT OF THE LOAN AND CONVERSION TO TERM LOAN

6.1 Repayment of the Loan and Conversion to Term Loan

(a) Unless converted pursuant to Clause 6.1(b), the Company shall repay each Loan in full on the Termination Date.

(b) Subject to Clause 6.2 (Conditions to Conversion) of this Agreement, if any Loan has not been repaid in full on or before the Termination Date, such Loan shall be automatically converted on the Termination Date into a term loan (the "**Term Loan**") of the Company under this Agreement, with an equivalent aggregate principal amount of the Loan so converted, in each case, with a maturity of five years from the Termination Date (the "**Term Loan Maturity Date**").

(c) The Company and the Agent (both acting reasonably) shall, as soon as practicable following the date that is eighteen months following the Closing Date and in any event one month prior to the Termination Date, agree to amend this Agreement and any Finance Document so that they contain customary terms and conditions for mezzanine debt facilities entered into by comparable European issuers, taking into account the business, structure and circumstances of the Company and its Subsidiaries, and in light of then-existing market conditions the terms and which are consistent with the terms and conditions set out in Schedule 13 (Term Loans).

(d) As from the Termination Date, interest shall be payable on the Term Loans at a rate equal to the interest rate borne by the Loans on the Termination Date (the "**Conversion Rate**" plus the Conversion Spread (determined as set forth below), determined quarterly and as provided in Schedule 13 (Term Loans).

(e) The "**Conversion Spread**" will equal, with respect to any Term Loan, ***[Omitted Pursuant to Confidential Treatment Request]*** during the three month period commencing on the Termination Date for such Term Loan and shall increase by ***[Omitted Pursuant to Confidential Treatment Request]***% per annum at the beginning of each subsequent ***[Omitted Pursuant to Confidential Treatment Request]***% period.

(f) The Company shall repay all of the Term Loans on the Term Loan Maturity Date, except to the extent that any Term Loan has been exchanged for Exchange Notes.

6.2 Condition to Conversion

The conversion of any Loan into a Term Loan shall be subject to the satisfaction of the conditions precedent no Event of Default under Clause 22.6 (Insolvency) shall have occurred in respect of the Company and be continuing on the Termination Date.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

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

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

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

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

7.2 Change of Control

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

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

(ii) a Lender shall not be obliged to fund a Utilisation; and

(iii) if a Lender so requires and notifies the Agent within 15 days of the Company notifying the Agent of the event, the Agent shall, by not less than 15 days' notice to the Company, cancel the Commitment of that Lender and declare the participation of that Lender in all outstanding Loans, together with accrued interest, and all other amounts accrued under the

Finance Documents immediately due and payable, whereupon the Commitment of that Lender will be cancelled and all such outstanding amounts will become immediately due and payable.

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

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

7.3 Net Proceeds

(a) Subject to Clause 7.10 (Subordination Agreement), if any member of the Restricted Group receives Net Debt Proceeds, the Company shall ensure that the Facility is prepaid and cancelled in accordance with Clause 7.4 (Application of partial prepayments) by an amount equal to the amount of such Net Debt Proceeds.

(b) Subject to Clause 7.10 (Subordination Agreement), if any member of the Restricted Group receives Net Sale Proceeds and the ratio (the **Relevant Ratio**) of Net Borrowings (as at the last day of the month ending on or most recently prior to the date of receipt of such Net Sale Proceeds (the " **Relevant Month End**")) to Adjusted EBITDA (for the most recently ended Relevant Period (the " **Applicable Relevant Period**") in respect of which a Compliance Certificate has been delivered) was greater than 2.5:1, the Company shall ensure that the Facility is prepaid and cancelled in accordance with Clause 7.4 (Application of partial prepayments) by an amount equal to the lesser of:

(i) the amount of such Net Sale Proceeds; and

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

provided that:

(A) when calculating Net Borrowings:

I. the relevant Net Sale Proceeds will be excluded from Cash and Cash Equivalents; and

II. to the extent the relevant Net Sale Proceeds are applied towards an Acquisition of a business or company at the same time as they are received by a member of the Restricted Group, then the Net Borrowings assumed by a member of the Restricted Group from the acquired company or business or remaining in the acquired business or company at the date of the Acquisition will be taken into account on a pro forma basis; and

(B) when calculating Adjusted EBITDA:

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

II. the EBITDA for the Applicable Relevant Period that is attributable to the asset disposed of will be deducted on a pro forma basis.

For the avoidance of doubt:

(x) if the Company has procured a prepayment and cancellation of the Facility pursuant to any one of this Clause 7.3 (each a " **Prepayment Clause**") in respect of an amount of Net Sale Proceeds, it shall not be required to make a further prepayment or cancellation of the Facility under any other Prepayment Clause in respect of those Net Sale Proceeds; and

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

(c) Subject to Clause 7.10 (Subordination Agreement) and paragraph (d) below, if any member of the Restricted Group receives Equity Offering Proceeds, the Company shall ensure that the Facility is prepaid and cancelled in accordance with Clause 7.4 (Application of partial prepayments) by an amount equal to the amount of such Equity Offering Proceeds.

(d) Equity Offering Proceeds shall be used by members of the Restricted Group to prepay the Loans provided that as notified by the Company to the Agent:

(i) no prepayment of the Loans may be made if an Event of Default is continuing; and

(ii) if a Default (other than an Event of Default) is continuing the Company's obligation to make prepayments of the Facility from Equity Offering Proceeds shall be deferred until the earlier of (x) the relevant Default becoming an Event of Default in which case paragraph (i) shall apply and (y) the relevant Default ceasing to be capable of becoming an Event of Default and in which case with effect from such cessation this paragraph (c) shall apply as if that Default had not occurred.

In this paragraph (d), a reference to a Default or an Event of Default is a reference to a Default or an Event of Default under and as defined in the Senior Loan Agreement as notified by the Company to the Agent.

7.4 Application of partial prepayments

Each amount to be applied in prepayment and cancellation of the Facility under Clause 7.3 (Net Proceeds), shall be applied in the following order, in each case until the relevant Loans or other liabilities have been satisfied or (as the case may be) cancelled in full:

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

(ii) **second**, in cancellation pro rata of any Available Commitment under the Facility.

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

7.5 No Merger

If:

(a) the Closing Date has not occurred by 15 November 2008; or

(b) on the date the Merger Agreement is terminated,

all of the Commitments will be automatically cancelled on that date.

7.6 Voluntary cancellation

The Company may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of U.S.$1,000,000) of the Available Facility. Any cancellation under this Clause 7.6 (Voluntary cancellation) shall reduce the Commitments of the Lenders rateably under the Facility.

7.7 Voluntary prepayment

The Borrower to whom a Loan has been made may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of U.S.$1,000,000 and a whole multiple of U.S.$1,000,000).

7.8 Right of repayment and cancellation in relation to a single Lender

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 12.2 (Tax gross-up); or

(ii) any Lender claims indemnification from the Company under Clause 12.3 (Tax indemnity) or Clause 13.1 (Increased costs),

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

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

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

7.9 Restrictions

(a) Any notice of cancellation or prepayment given by any Party under this Clause 7 (Prepayment and cancellation) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

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

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

(d) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

(e) If the Agent receives a notice under this Clause 7 (Prepayment and cancellation), it shall promptly forward a copy of that notice to either the Company or the affected Lender, as appropriate.

(f) No Borrower may reborrow any part of the Facility which is repaid or prepaid.

7.10 Subordination Agreement

The provisions of this Clause 7 (Prepayment and cancellation) are subject to the terms of the Subordination Agreement. Any amount which would otherwise be or be required to be applied in prepayment of any sum outstanding under the Finance Documents pursuant to these clauses shall only be applied and shall only be required to be applied (notwithstanding the relevant provisions of this Agreement) if and to the extent that such payment is not prohibited under the terms of the Subordination Agreement and is not otherwise required to be applied under the terms of the Subordination Agreement.

8. INTEREST

8.1 Calculation of interest

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

(a) Margin;

(b) LIBOR; and

(c) Mandatory Cost, if any.

8.2 Payment of interest

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

8.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate two per cent. higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 8.3 (Default interest) shall be immediately payable by the Obligor on demand by the Agent.

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

8.4 Notification of rates of interest

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

8.5 Highest Lawful Rate

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

9. INTEREST PERIODS

9.1 Selection of Interest Periods

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

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

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

(d) Subject to this Clause 9 (Interest Periods), a Borrower (or the Company) may select an Interest Period of one, two or three Months or any other period, not exceeding 12 months agreed between the Company and the Agent (who, if such interest period shall exceed 6 months, shall act on the instructions of all the Lenders).

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

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

9.2 Non-Business Days

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

10. CHANGES TO THE CALCULATION OF INTEREST

10.1 Absence of quotations

Subject to Clause 10.2 (Market disruption), if LIBOR is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by the Specified Time on the Quotation Day, the applicable LIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

10.2 Market disruption

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

(i) the Margin;

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

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

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

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

10.3 Alternative basis of interest or funding

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

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

10.4 Break Costs

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

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

11. FEES

11.1 Arrangement fee

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

11.2 Agency fee

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

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

(a) In this Clause 12:

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

"**Qualifying Lender**" means a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:

(a) a Lender:

(i) which is a bank (as defined for the purpose of section 879 of the Income Tax Act) making an advance under a Finance Document; or

(ii) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the Income Tax Act) at the time that that advance was made,

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

(b) a Lender which is:

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

(ii) a partnership each member of which is:

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

(B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act;

(C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning given by section 11(2) of the Taxes Act); or

(c) a Treaty Lender; or

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

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

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

(b) a partnership each member of which is:

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

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits of that company for the purposes of section 11(2) of the Taxes Act.

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

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

"**Tax Payment**" means either the increase in payment made by an Obligor to a Finance Party under Clause 12.2 (Tax gross-up) or a payment under Clause 12.3 (Tax indemnity).

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

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

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

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

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

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

"**U.S. Obligor**" means a Borrower created or organised in the United States or under the laws of, or of any State of, the United States, and any Guarantor making a payment on behalf of such Borrower.

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

(a) is a U.S. person; or

(b) is not a U.S. person but is entitled to a complete exemption from withholding of US federal income tax on any amount paid to it under a Finance Document.

(b) In this Clause 12 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

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

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

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

(d) An Obligor is not required to make an increased payment to a Lender under paragraph (c) above for a Tax Deduction in respect of tax imposed by the United Kingdom from a payment of interest on a Loan, if on the date on which the payment falls due:

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

(ii) (A) the relevant Lender is a UK Non-Bank Lender, or would have been a UK Non-Bank Lender were it not for any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or concession of any relevant taxing authority; and

(B) an officer of HM Revenue & Customs has given (and not revoked) a direction under section 931 of the Income Tax Act (as that provision has effect on the date on which the relevant Lender became a party to this Agreement) which relates to that payment and that Obligor has provided that UK Non-Bank Lender with a certified copy of that direction;

(iii) the relevant Lender is a Qualifying Lender solely by virtue of sub-paragraph (ii) of the definition of Qualifying Lender and it has not, other than by reason of any change after the date of this Agreement in (or in the interpretation or application of) any law, or any published practice or concession of any taxing authority given (or has revoked) a Tax Confirmation to the Company; or

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

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

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

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

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

(i) A UK Non-Bank Lender shall:

(i) to the extent it becomes a party to this Agreement after the date of this Agreement, give a Tax Confirmation to the Company in the Transfer Certificate signed by it;

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

12.3 Tax indemnity

(a) The Company shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

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

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

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

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

(c) Paragraph (a) above shall not apply to the extent that a loss, liability or cost is compensated for under Clause 12.2 (Tax gross-up) or would have been compensated for but was not so compensated for solely because one of the exclusions in paragraph (d) of that Clause applied.

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

(e) A Protected Party shall, on receiving a payment from an Obligor under this Clause 12.3, notify the Agent.

12.4 Tax Credit

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

(a) a Tax Credit is attributable to that Tax Payment or to an increased payment of which that Tax Payment forms part; and

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

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

12.5 Stamp taxes

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

12.6 Value added tax

(a) All consideration expressed to be payable under a Finance Document by any Party to a Finance Party shall be deemed to be exclusive of any VAT. If VAT is chargeable on any supply made by a Finance Party to any Party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT.

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

(c) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify that Finance Party against all VAT incurred by that Finance Party in respect of the costs or expenses to the extent that that Finance Party determines that neither it nor any member of any group of which it is a member for VAT purposes is entitled to repayment or credit in respect of the VAT.

12.7 U.S. Withholding Taxes

(a) For the purposes of this Clause 12.7:

U.S. person has the meaning given to it in Section 7701(a)(30) of the Code.

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

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

(d) An Obligor is not obliged to pay any Tax Payment under this Clause 12 (Tax gross up and indemnities) to a Lender if that Tax Payment would not have been payable if that Lender had complied with its obligations under Clause 12.7(b), unless that Lender was unable to deliver such form as a result of any change after the date of this Agreement in (or in the interpretation, administration or application of) any law or regulation or any published practice or concession of any relevant taxing authority.

13. INCREASED COSTS

13.1 Increased costs

(a) Subject to Clause 13.3 (Exceptions), the Company shall within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement.

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

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

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

(ii) an additional or increased cost; or

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

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

13.2 Increased cost claims

(a) A Finance Party intending to make a claim pursuant to Clause 13.1 (Increased costs) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Company.

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

13.3 Exceptions

(a) Clause 13.1 (Increased costs)does not apply to the extent any Increased Cost is:

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

(ii) compensated for by Clause 12.3 (Tax indemnity) (or would have been compensated for under Clause 12.3 (Tax indemnity)but was not so compensated solely because the exclusion in paragraphs (b) or (c) of Clause 12.3 (Tax indemnity) applied);

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

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

(b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 12.1 (Definitions).

14. OTHER INDEMNITIES

14.1 Currency indemnity

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

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

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

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

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

14.2 Other indemnities

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

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 27 (Sharing among the Lenders);

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

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

14.3 Indemnity to the Agent

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

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

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

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

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

15. MITIGATION BY THE LENDERS

15.1 Mitigation

(a) Each Finance Party shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under, or cancelled pursuant to, any of Clause 7.1 (Illegality), Clause 12 (Tax gross up and indemnities) or Clause 13 (Increased costs) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

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

15.2 Limitation of liability

(a) The Company shall indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (Mitigation).

(b) A Finance Party is not obliged to take any steps under Clause 15.1 (Mitigation) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. COSTS AND EXPENSES

16.1 Transaction expenses

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

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

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

16.2 Amendment costs

If:

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

(b) an amendment is required pursuant to Clause 28.9 (Change of currency),

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

16.3 Enforcement costs

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

16.4 Transaction indemnity

(a) The Company undertakes to pay each Finance Party within 5 Business Days of demand an amount equal to any liability, damages, loss, cost or expense (including, without limitation, legal fees, costs and expenses) incurred by or awarded against that Finance Party or any of its Affiliates or any of its (or its Affiliates') directors, officers, employees or agents (each a "**Relevant Party**") in each case arising out of, in connection with or based on any actual or potential action, claim, suit, investigation or proceeding commenced or threatened arising from, in connection with or based on:

(i) the Merger (whether or not completed); or

(ii) the use of proceeds of any Loan (but only to the extent the proceeds of that Loan are applied towards a Merger Purpose),

except to the extent such liability, damages, loss, cost or expense incurred or awarded or which results from any breach by a Finance Party of a Finance Document which is finally judicially determined to have resulted directly from the gross negligence or wilful misconduct of that Relevant Party.

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

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

(d) Notwithstanding paragraph (d) above, no Relevant Party shall be responsible or have any liability to the Company or any of its Affiliates or anyone else for consequential losses or damages.

17. GUARANTEE AND INDEMNITY

17.1 Guarantee and indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

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

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

(c) agrees with each Finance Party that if, for any reason, any amount claimed by a Finance Party under this Clause 17 is not recoverable on the basis of a guarantee, it will be liable to indemnify that Finance Party against any cost, loss or liability it incurs as a result of a Borrower not paying any amount when due under or in connection with any Finance Document. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 17 if the amount claimed had been recoverable on the basis of a guarantee.

17.2 Continuing guarantee

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

17.3 Reinstatement

If as a result of insolvency or any similar event:

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

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

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

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

17.4 Waiver of defences

The obligations of each Guarantor under this Clause 17 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause 17 (without limitation and whether or not known to it or any Finance Party) including:

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

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

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

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

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

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

(g) any insolvency or similar proceedings.

17.5 Immediate recourse

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.6 Appropriations

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

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

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 17.

17.7 Deferral of Guarantors' rights

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

(a) to be indemnified by an Obligor;

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

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

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 28 (Payment mechanics) of this Agreement.

17.8 Release of Guarantors' right of contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

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

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

17.9 Additional security

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

18. REPRESENTATIONS

Each Obligor makes in respect of itself, and the Company makes in respect of itself and each other Obligor the representations and warranties set out in this Clause 18 to each Finance Party on the date of this Agreement, except that:

(a) the representations and warranties set out in Clause 18.16 (U.S. matters) shall only be made by the Company and each U.S. Debtor;

(b) the representations and warranties set out in Clause 18.9 (No misleading information) shall also be made on the Syndication Date (subject to any disclosure prior to that date);

(c) the representation and warranty set out in Clause 18.10(b) (Financial statements) shall be made on the date of delivery pursuant the provisions of this Agreement of each of the financial statements to which it relates (with respect to such financial statements only); and

(d) the representations and warranties set out in Clause 18.18 (Net Borrowings) shall only be made on the Closing Date.

18.1 Status

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

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

18.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to any qualifications as to matters of law as at the date of this Agreement which are referred to in any legal opinion delivered pursuant to Clause 4 (Conditions of utilisation) or Clause 24 (Changes to the Obligors) legal, valid, binding and enforceable obligations.

18.3 Non-conflict with other obligations

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

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

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

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

18.4 Power and authority

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

18.5 Validity and admissibility in evidence

All Authorisations required or desirable:

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

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

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

18.6 Governing law and enforcement

The choice of English law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.

18.7 No filing or stamp taxes

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

18.8 No default

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

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

18.9 No misleading information

(a) Any written factual information provided by any member of the Restricted Group for the purposes of the Information Memorandum is true, accurate and complete in all material respects as at the date the Information Memorandum is approved by the Company.

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

(c) Nothing has occurred or been omitted from the Information Memorandum and no information has been given or withheld that results in the information contained in the Information Memorandum being untrue or misleading in any material respect.

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

18.10 Financial statements

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

(b) Its Original Financial Statements and financial statements provided in accordance with sub-paragraphs (i), (ii), (v) and (vi) of Clause 19.1(a) (Financial statements) fairly represent its financial condition and operations during the relevant financial year.

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

18.11 Pari passu ranking

Subject to the terms of the Subordination Agreement, its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

18.12 No proceedings pending or threatened

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

18.13 Environmental compliance

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

18.14 Environmental Claims

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

18.15 Taxation

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

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

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

18.16 U.S. matters

(a) Compliance with ERISA

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

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

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

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

(b) Investment Company Act

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

(c) Foreign Corrupt Practices Act

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

(d) Margin Stock

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

(e) Restricted Party

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

For the purposes of this Clause 18.16 (U.S. matters), " **Restricted Party**" means any person listed:

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

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

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

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

(f) Indebtedness Limitations

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

(g) Anti-Terrorism Law

Neither the Company nor any of its Subsidiaries is:

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

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

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

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

Where "**Anti-Terrorism Law**" means each of:

(h) Executive Order 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on 23rd September, 2001, as amended by Executive Order 13268 (as so amended, the " **Executive Order**");

(i) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as amended (commonly known as the " **USA Patriot Act**");

(j) the Money Laundering Control Act of 1986 (18 U.S.C. Section 1956);

(k) any other law or regulation administered by OFAC; and

(l) any similar law enacted in the United States of America subsequent to the date of this Agreement.

(m) Public Utilities

Neither the Company nor any of its Subsidiaries is a public utility or subject to regulation under the United States Federal Power Act of 1920, where "**public utility**" has the meaning given to it in the United States Federal Power Act of 1920.

18.17 Merger Agreement and Underwriting Agreement

The Merger Agreement, the Underwriting Agreement and the ABO Launch Press Announcement:

(i) contain all the material terms in relation to the Merger and the Vendor Placing; and

(ii) have not been amended or altered from the form in which they were delivered as a condition precedent in accordance with Part 1 of Schedule 2 (Conditions precedent) or waived (in whole or in part) except as permitted under the Finance Documents

18.18 Net Borrowings

The Net Borrowings are as notified by the Company to the Agent on the Closing Date by delivery of a Net Borrowing Certificate.

18.19 Allscripts Holding Companies

No Allscripts Holding Company has traded or incurred any liability and does not have any assets other than in connection with the Merger.

18.20 Repetition

The Repeating Representations are deemed to be made by each Obligor (by reference to the facts and circumstances then existing) on:

(a) the date of each Utilisation Request or Selection Notice, the first day of each Interest Period; and

(b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

19. INFORMATION UNDERTAKINGS

The undertakings in this Clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

19.1 Financial statements

(a) The Company shall supply to the Agent in sufficient copies for all the Lenders:

(i) its audited consolidated financial statements for each of its financial years (for the avoidance of doubt, consolidating the Target Group);

(ii) its audited consolidated financial statements for each of its financial years, prior to consolidating the Target Group;

(iii) the audited consolidated financial statements of the Target Group for each of its financial years; and

(iv) (if requested by a Lender) the audited financial statements of each other Obligor for each of its financial years (consolidated, where available) except that if any Obligor is incorporated in a jurisdiction in which it is not required to produce audited accounts or in which it is not customary to do so, the Company may instead supply unaudited accounts in respect of that Obligor;

(v) its consolidated financial statements for each of its financial half years (for the avoidance of doubt, consolidating the Target Group);

(vi) its consolidated financial statements for each of its financial half years, prior to consolidating the Target Group;

(vii) the consolidated financial statements of the Target Group for each of its financial half years; and

(b) All financial statements must be supplied as soon as they are available and:

(i) in the case of the financial statements referred to in paragraphs (a)(i) and (a)(ii), within 120 days;

(ii) in the case of another Obligor's annual financial statements, within 120 days; and

(iii) in the case of the financial statements referred to in paragraphs (a)(v) and (a)(vi), within 90 days,

of the end of the financial period to which those financial statements relate and, in the case of financial statements of the Target Group, promptly after any member of the Group receives the same in its capacity as shareholder of a member of the Target Group.

19.2 Compliance Certificate

(a) The Company shall supply to the Agent, with each set of financial statements delivered by it pursuant to paragraph (a)(ii) or (a)(v) of Clause 19.1 (Financial statements), a Compliance Certificate as to compliance with Clause 20 (Financial covenants) as at the relevant Test Date (as defined in Clause 20.1 (Financial definitions)) being the date as at which those financial statements were drawn up.

(b) Each Compliance Certificate shall be signed by two directors of the Company.

19.3 Principal Subsidiaries

The Company shall supply to the Agent with each set of financial statements delivered by it pursuant to paragraph (a)(ii) or (a)(v) of Clause 19.1 (Financial statements) or, within 14 days after any request made by the Agent (acting reasonably), a certificate signed on its behalf by a director of the Company:

(a) listing the Principal Subsidiaries as at the end of the Relevant Period (or, as at the date specified in the Agent's request, which date must be not less than 15 nor more than 45 days before the date of the request and which must be at the end of a month); and

(b) setting out in reasonable detail and in a form satisfactory to the Agent the computations necessary to justify the inclusions in, and exclusions from, that list.

19.4 Requirements as to financial statements

(a) The Company shall ensure that each set of its financial statements delivered by it pursuant to Clause 19.1 (Financial statements) is prepared using IFRS and accounting practices and financial reference periods consistent with those applied in the preparation of its Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in IFRS or the accounting practices or reference periods and it delivers to the Agent a certificate signed by a director setting out:

(i) a description of any change necessary for those financial statements and a reconciliation of those financial statements to reflect the IFRS, accounting practices and reference periods upon which its Original Financial Statements were prepared; and

(ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 20 (Financial covenants) has been complied with on the basis of those financial statements as reconciled in accordance with the reconciliation referred to in paragraph (i) above and to make an accurate comparison between the financial position indicated in those financial statements and its Original Financial Statements.

(b) If the Company notifies the Agent of a change in accordance with paragraph (a) above then the Company and Agent shall enter into negotiations in good faith with a view to agreeing:

(i) whether or not the change might result in any material alteration in the commercial effect of any of the terms of this Agreement; and

(ii) if so, any amendments to this Agreement which may be necessary to ensure that the change does not result in any material alteration in the commercial effect of those terms,

and if any amendments are agreed they shall take effect and be binding on each of the Parties in accordance with their terms.

Any reference in this Agreement to the Company's financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Company's Original Financial Statements were prepared.

19.5 Information: miscellaneous

The Company shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) all documents dispatched by the Company to its shareholders (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched;

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Restricted Group, and which are reasonably likely to be adversely determined and, if so, would have a Material Adverse Effect;

(c) promptly upon becoming aware of them, the details of any amendment, waiver or supplement to any material term (including without limitation any condition) of the Merger Agreement or the Underwriting Agreement or any documents in relation to the Merger or the Vendor Placing;

(d) promptly, such further information regarding the financial condition, business and operations of any member of the Restricted Group as any Finance Party (through the Agent) may reasonably request; and

(e) promptly but in any event within 90 days after the end of each half of each of its financial years, a certificate confirming the total number of shares in the Company purchased by the Company during such half of the relevant financial year, and the total amount paid for such shares during that period (including stamp duty and brokers' commissions).

19.6 Notification of Net Borrowings

The Company shall deliver to the Agent a Net Borrowing Certificate within four Business Days of the Closing Date.

19.7 Notification of default

(a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Company shall supply to the Agent a certificate signed by a director or two senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

19.8 Use of websites

(a) The Company may satisfy its obligation under this Agreement to deliver any information in relation to those Lenders (the " **Website Lenders**") who accept this method of communication by posting this information onto an electronic website designated by the Company and the Agent (the " **Designated Website**") if:

(i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;

(ii) both the Company and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and

(iii) the information is in a format previously agreed between the Company and the Agent.

If any Lender (a "**Paper Form Lender**") does not agree to the delivery of information electronically then the Agent shall notify the Company accordingly and the Company shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Company shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

(b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Company and the Agent.

(c) The Company shall promptly upon becoming aware of the occurrence of an event specified in paragraphs (i) to (v) below notify the Agent or procure that it is notified, if:

(i) the Designated Website cannot be accessed for a period of more than 24 hours due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under this Agreement is posted onto the Designated Website;

(iv) any existing information which has been provided under this Agreement and posted onto the Designated Website is amended; or

(v) the Company becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Company notifies the Agent under paragraph (c)(i) or paragraph (c)(v) of Clause 19.8 (Use of websites) above, all information to be provided by the Company under this Agreement after the date of that notice shall be supplied in paper form unless and until the circumstances giving rise to the notification are no longer continuing.

Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this Agreement which is posted onto the Designated Website. The Company shall comply with any such request within 10 Business Days.

19.9 "Know your customer" checks

(a) Each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to any person that are required by law or regulatory requirements, provided that the Agent or any Lender shall be entitled to request such information only:

(i) during the period from and including the date of this Agreement to and including the date falling 40 Business Days after the date of this Agreement or, as the case may be, during the period from and including the effective date of an assignment or a transfer to a New Lender in accordance with Clause 23 (Changes to the Lenders) to and including the date falling 40 Business Days after such effective date; or

(ii) following a change in any law or regulatory requirements, during the period from and including the date of such change to and including the date falling 40 Business Days after the date of such change.

For the purposes of this Clause 20.9 ("Know your customer" checks) the Agent or any other Lender requesting any documentation or evidence referred to above, shall be referred to as a "**Requesting Lender**" and the relevant documentation or evidence, shall be referred to as the " **KYC Information**".

(b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied with the results of all necessary " **know your customer**" or other checks on Lenders or prospective new Lenders pursuant to the transactions contemplated in the Finance Documents.

(c) The Company shall, by not less than 10 Business Days' written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 25 (Changes to the Obligors).

(d) Following the giving of any notice pursuant to paragraph 22.8(c) above, the Company shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective New Lender) in order for the Agent, such Lender or any prospective New Lender to carry out and be satisfied with the results of all necessary "know your customer" or other checks in relation to any person that are required by law or regulatory requirements.

(e) The Agent shall promptly notify the Company of any KYC Information requested by a Requesting Lender and the Company shall promptly supply or procure the supply of such KYC Information to the Agent (which shall promptly forward the relevant KYC Information to the relevant Requesting Lender).

19.10 Pensions Notices

(a) Each Obligor whose jurisdiction of incorporation is England and Wales, Scotland or Northern Ireland must immediately notify the Agent in writing if it becomes aware that the Pensions Regulator intends to start or has started any investigation which that Obligor has reasonable grounds to consider is reasonably likely to lead to the issue of a Pensions Notice to that Obligor. That notification must be made as soon as the relevant Obligor becomes aware of the relevant facts.

(b) Each Obligor whose jurisdiction of incorporation is England and Wales, Scotland or Northern Ireland must immediately notify the Agent in writing if it receives a Pensions Notice from the Pensions Regulator.

20. FINANCIAL COVENANTS

20.1 Financial definitions

In this Agreement:

"**Adjusted EBITDA**" means, in respect of any Relevant Period, EBITDA for that Relevant Period adjusted by:

(a) crediting EBITDA for that Relevant Period for any Subsidiaries (excluding any member of the Group which is a member of the Target Group) acquired during that Relevant Period; and

(b) debiting (but only to the extent included in EBITDA) EBITDA for that Relevant Period for any Subsidiaries (excluding any member of the Group which is a member of the Target Group) disposed of during that Relevant Period,

and where amounts are denominated in a currency other than sterling, using an exchange rate determined in accordance with IFRS.

"Borrowings" means, in respect of any Relevant Period without double counting, the aggregate outstanding principal, capital or nominal amount of Financial Indebtedness on the last day of that Relevant Period (determined on a consolidated basis and calculated using the exchange rate applying on the calculation date) of the members of the Restricted Group and shall include:

(a) the outstanding amount of any bills of exchange or promissory notes on which any member of the Restricted Group is liable as drawer (but only if the relevant bill is not beneficially owned by it), acceptor, issuer, endorser or otherwise (but excluding any bill or note drawn, accepted or issued by that member of the Restricted Group in the ordinary course of trading and which is payable at sight or not more than 90 days after sight or has a final maturity of not more than 90 days from its issue date and is not re-financing another bill or note relating to the same underlying transaction);

(b) to the extent paid up or credited as paid up, the nominal amount of any redeemable shares issued by any member of the Restricted Group;

(c) any fixed or minimum premium payable on redemption or repayment of any Financial Indebtedness; and

(d) the amount of any Financial Indebtedness consisting of deferred consideration but only where the amount payable can be determined at such time or, where the amount cannot be determined at such time but the Financial Indebtedness consisting of deferred consideration will not be less than an amount which can be determined, the amount so determined,

but excluding:

(i) any Financial Indebtedness owed by one member of the Restricted Group to another; and

(ii) any moneys borrowed from any member of the Restricted Group by the trustee of an employee share option scheme for the benefit of employees of any member of the Restricted Group required to be recognised as a liability of any member of the Restricted Group by Financial Reporting Standard 5 (Reporting the Substance of Transactions).

For this purpose, moneys borrowed or raised which are on a particular day outstanding or repayable in a currency other than sterling shall on that day be taken into account (i) if that day is a date as at which the Restricted Group's audited consolidated balance sheet (without consolidating the Target Group) has been prepared, in their sterling equivalent at the rate of exchange used for the purpose of preparing that balance sheet and (ii) in any other case in their sterling equivalent as at 11.00 a.m. on the last Business Day of the previous month.

"**Cash and Cash Equivalents**" means, in respect of any Relevant Period, the sum of:

(a) the then current market value of marketable debt securities issued or guaranteed by the government of the United States of America or the United Kingdom;

(b) deposits for a term of 3 months or less and money at call with the Agent or a recognised bank, building society or financial institution incorporated or established in the OECD having a rating of at least A granted by Standard & Poor's Rating Services or at least A2 by Moody's Investors Service Inc., except to the extent they constitute Excluded Cash;

(c) the then current market value of any certificate of deposit the term of which has 3 months or less remaining to maturity issued by the Agent or a recognised bank, building society or financial institution incorporated or established in the OECD having a rating of A granted by Standard & Poor's Rating Services, or at least A2 by Moody's Investors Service Inc.;

(d) (if positive) the marked to market value of any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; and

(e) any cash in hand or cash at bank other than Excluded Cash,

held by or for a member of the Restricted Group on the last day of that Relevant Period.

"**EBITDA**" means, for any Relevant Period, PBIT before deduction of any amount attributable to the amortisation of intangible assets and depreciation of tangible assets.

"**Excluded Cash**" means, in respect of any member of the Restricted Group on the last day of a Relevant Period, the amount (if any) of any Cash or Cash Equivalents of that member of the Restricted Group held outside the United Kingdom which, or the proceeds of which, is or are prohibited at that time by applicable foreign exchange or other laws from being applied to meet any indebtedness included in the calculation of Borrowings or to be remitted to the United Kingdom.

"**Net Borrowings**" means, in respect of any Relevant Period, Borrowings less Cash and Cash Equivalents.

"**Net Interest Paid**" means, in respect of any Relevant Period:

(a) the aggregate amount of the interest (including the interest element of leasing and hire purchase payments and capitalised interest), commission, fees, discounts and other finance payments paid in cash by any member of the Restricted Group (including any commission, fees, discounts and other finance payments paid by any member of the Restricted Group under any interest rate hedging arrangement) and excluding, for the avoidance of doubt any amount deemed to be interest in accordance with Financial Reporting Standard 12 (Provisions, Contingent Liabilities and Contingent Assets) and Financial Reporting Standard 17 (Retirement Benefits) any interest in respect of any indebtedness referred to in paragraph (b)(iii) of Clause 22.13 (Loans and guarantees) and any payment of up front fees or expenses (however described) in connection with the Facility or the Senior Loan and any amortisation in respect of any such fees or expenses;

less:

(b) the aggregate of any interest received in cash by any member of the Restricted Group on any deposit or bank account and any commission, fees, discounts and other finance payments received by any member of the Restricted Group under any interest rate hedging instrument and for the avoidance of doubt any amounts received by any member of the Restricted Group by way of return on any money market fund.

"**PBIT**" means, in relation to any Relevant Period, the consolidated operating profit of the Restricted Group from continuing operations but before tax and excluding:

(a) any exceptional or extraordinary items;

(b) Net Interest Payable for that Relevant Period; and

(c) profits (or losses) of any member of the Restricted Group (other than the Company) which are attributable to ownership interests in that member of the Restricted Group that are not directly held by another member of the Restricted Group,

but including, to the extent not already included, operating profit of any Restricted Subsidiary or business of the Restricted Group disposed of during that Relevant Period for that part of that Relevant Period in which that Restricted Subsidiary or business was owned by the Restricted Group.

For this purpose, the consolidated operating profit of the Restricted Group shall be determined in accordance with the definition of " **Headline Earnings**" set out in paragraphs 21 and 22 of Statement of Investment Practice No. 1 published by the Institute of Investment Management and Research, including any adjustments to exclude any profits or losses arising on:

(a) the termination or sale of any discontinued operation; and

(b) the sale of fixed assets or businesses or on their permanent diminution or write-off (including the write-off and amortisation of goodwill).

"**Relevant Period**" means each period of 12 months ending on a Test Date.

"**Test Date**" means:

(a) in respect of the test in Clause 21.2(a) below, 31 May 2009;

(b) in respect of the test in Clause 21.2(b) below, 30 November 2008; and

(c) and thereafter each of 31 May and 30 November in each year until the Termination Date.

The above terms shall be interpreted in accordance with paragraph (h) of Clause 1.2 (Construction).

20.2 Financial condition

The Company shall ensure that, on each Test Date:

(a) the ratio of Net Borrowings on that Test Date to Adjusted EBITDA for the Relevant Period ending on that Test Date shall not exceed 3.0:1; and

(b) the ratio of EBITDA to Net Interest Paid for the Relevant Period ending on that Test Date shall be greater than 5.0:1.

20.3 Financial testing

The financial covenants set out in Clause 21.2 (Financial condition) shall be tested for each Relevant Period by reference to each of the financial statements and/or each Compliance Certificate delivered pursuant to Clause 20.2 (Compliance Certificate).

21. GENERAL UNDERTAKINGS

The undertakings in this Clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

21.1 Authorisations

Each Obligor shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity,

enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

21.2 Compliance with laws

(a) Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

(b) Each Obligor shall (and the Company shall ensure that each other member of the Restricted Group shall) comply in all material respects with all relevant and applicable laws, regulations and listing rules in connection with the Merger and the Vendor Placing.

21.3 Pari passu ranking

Subject to the terms of the Subordination Agreement, each Obligor shall ensure that at all times its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

21.4 Negative pledge

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall) create or permit to subsist any Security over any of its assets.

(b) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall):

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Restricted Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

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

(iv) enter into any other preferential arrangement having a similar effect,

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

(c) Paragraphs (a) and (b) above do not apply to:

(i) any netting or set-off arrangement entered into by any member of the Restricted Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(ii) any lien arising by operation of law and in the ordinary course of trading;

(iii) except where the supplier is another member of the Restricted Group, any title transfer or retention of title arrangement entered into by any member of the Restricted Group in the normal course of trading on the supplier's standard or usual terms;

(iv) any Security or (Quasi Security) over or affecting any asset acquired by a member of the Restricted Group (except any asset acquired from another member of the Restricted Group) after the date of this Agreement if:

(A) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by a member of the Restricted Group;

(B) the principal amount secured has not been increased in contemplation of, or since the acquisition of, that asset by a member of the Restricted Group; and

(C) the Security or Quasi Security is removed or discharged within nine months of the date of acquisition of such asset unless the Company has demonstrated to the satisfaction of the Agent that that member of the Restricted Group (1) is not contractually entitled to repay the Financial Indebtedness secured by that Security, and (2) has used reasonable endeavours to procure the discharge of that Security,

unless the Majority Lenders consent otherwise;

(v) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Restricted Group after the date of this Agreement, where the Security or Quasi Security is created prior to the date on which that company becomes a member of the Restricted Group, if:

(A) the Security or Quasi Security was not created in contemplation of the acquisition of that company;

(B) the principal amount secured has not increased in contemplation of, or since the acquisition of, that company; and

(C) the Security or Quasi Security is removed or discharged within nine months of that company becoming a member of the Restricted Group unless the Company has demonstrated to the satisfaction of the Agent that that member of the Restricted Group (1) is not contractually entitled to repay the Financial Indebtedness secured by that Security, and (2) has used reasonable endeavours to procure the discharge of that Security,

unless the Majority Lenders consent otherwise;

(vi) any Security or Quasi Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi Security other than any permitted under this paragraph (c)) does not exceed U.S.$5,000,000 (or its equivalent);

(vii) any Security created in connection with escrow arrangements for source codes agreed with the customers of any member of the Restricted Group in the ordinary course of business;

(viii) any Security over goods, documents of title to goods and related documents and insurances and their proceeds arising or created in the ordinary course of its business as security for indebtedness to a bank or financial institution directly relating to the assets over which that Security exists;

(ix) any Security over any assets of a member of the Restricted Group in favour of a Guarantor, or a wholly-owned Subsidiary in the Restricted Group of the Company;

(x) the security created pursuant to any of the Senior Security Documents; and

(xi) any Security or Quasi Security created over any asset with the prior written consent of the Majority Lenders.

(d) Paragraph (a) above does not apply to Security granted by a member of the Restricted Group in favour of a provider of bank guarantees, bid, transfer or performance bonds, standby letters of credit and similar instruments required by it or another member of the Restricted Group in the ordinary course of business **provided that** the principal amount secured by such Security does not exceed U.S.$1,000,000 (or its equivalent) in aggregate.

21.5 Disposals

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset to any other person, including any member of the Target Group.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal of an asset (other than a Charged Asset):

(i) made in the ordinary course of trading of the disposing entity;

(ii) of assets in exchange for other assets comparable or superior as to type, value and quality;

(iii) of obsolete assets at arm's length and on normal commercial terms;

(iv) of cash as consideration for the acquisition of any asset at arm's length and on normal commercial terms;

(v) of assets at arm's length and on normal commercial terms, which in the reasonable view of the board of directors of the Company, are not required in the operation of the disposing entity's business and which were acquired by the disposing entity as the result of the acquisition of another person;

(vi) of assets for a consideration not less than a normal commercial consideration by any member of the Restricted Group to a Guarantor, or by one member of the Restricted Group that is a wholly-owned Subsidiary of the Company to another member of the Restricted Group that is a wholly-owned Subsidiary, or (if the interest of the Company in the transferee is not less than its interest in the transferor) by any other member of the Restricted Group to another member of the Restricted Group;

(vii) of cash dividends by the Company to its ordinary shareholders from its distributable profits and reserves in the usual and ordinary course of its business;

(viii) of assets for cash of the Company having an aggregate fair market value of less than U.S.$***[Omitted Pursuant to Confidential Treatment Request]*** (or its equivalent) and any individual disposal of an asset for cash consideration of less than $***[Omitted Pursuant to Confidential Treatment Request]***;

(ix) made pursuant to the Merger; or

(x) made with the prior written consent of the Majority Lenders,

provided that nothing in this paragraph (b) shall permit any member of the Group to sell, lease, transfer or otherwise dispose of any shares in the Target other than as required pursuant to the Merger Agreement in order that the Company does not own more than 54.5% of the share capital of the Target on a fully diluted basis.

21.6 Change of business

The Company shall procure that no substantial change is made to the general nature of the business of the Company or the Restricted Group from that carried on at the date of this Agreement (other than that arising from the sale of Sesame Limited).

21.7 Merger

No Obligor shall enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction other than where the surviving entity of that amalgamation, demerger, merger, consolidation or corporate reconstruction is (i) liable for the obligations of that Obligor and (ii) incorporated in the same jurisdiction as that Obligor.

21.8 Insurance

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks and to the extent that it reasonably considers is usual for companies carrying on the same or substantially similar business.

21.9 Environmental compliance

Each Obligor shall (and the Company shall ensure that each member of the Restricted Group shall) comply in all material respects with all Environmental Law and obtain and maintain any Environmental Permits where failure to do so would have a Material Adverse Effect.

21.10 Environmental claims

The Company shall inform the Agent in writing as soon as reasonably practicable upon becoming aware of the same if any Environmental Claim has been commenced or (to the best of the Company's knowledge and belief) is threatened against any member of the Restricted Group where the claim would be reasonably likely to be determined against that member of the Restricted Group and, if so, would have a Material Adverse Effect.

21.11 Taxation

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

21.12 Prohibited acquisitions

(a) No Obligor shall (and the Company shall ensure that no other member of the Restricted Group shall), without the prior written consent of the Majority Lenders:

(i) subscribe for or acquire any share or other equity interest in, or make any capital contribution to, any person; or

(ii) acquire any business or going concern, or the whole or substantially the whole of the assets or business of any person, or any assets that constitute a division or operating unit of the business of any person,

(iii) (each an "**Acquisition**").

(b) Paragraph (a) above shall not apply to:

(i) the Merger;

(ii) the Share Buy Backs (subject to Clause 22.15 (Limitation on the amounts applied towards Share Buy Backs));

(iii) an Acquisition for a consideration not exceeding a normal commercial consideration by a Guarantor from any member of the Restricted Group, or by one wholly-owned Subsidiary of the Company in the Restricted Group from another wholly-owned Subsidiary in the Restricted Group, or (if the interest of the Company in the transferee is not less than its interest in the transferor) by any other such Subsidiary from another which is a member of the Restricted Group;

(iv) an Acquisition of the issued share capital of a limited liability company, including by way of formation, which has not traded prior to the date of that Acquisition and which has no, or only nominal, assets and liabilities as at the date of that Acquisition;

(v) an Acquisition (other than any acquisition of shares or equity investment in the Target Group) by a member of the Restricted Group if:

(A) it is made at fair market value;

(B) it is of or in a business or shares in a business, in each case of the same type as that carried on by the Restricted Group;

(C) all Authorisations required in relation to that Acquisition have been obtained;

(D) it does not involve any member of the Restricted Group entering into a partnership or joint venture arrangement with any person other than a member of the Restricted Group for the purposes of that Acquisition;

(E) the ratio of Net Borrowings to Adjusted EBITDA for the most recently ended Relevant Period in respect of which a Compliance Certificate has been delivered, recalculated (i) after consolidating the financial statements of the company or business to be acquired (consolidated if that company has Subsidiaries) for that Relevant Period with those of the Restricted Group on a pro forma basis (and taking into synergies which are reasonable and realisable within 12 months of the proposed acquisition), and (ii) as if the consideration for the proposed acquisition had been paid on the last day of that Relevant Period, is less than 2.5:1;

(F) EBITDA (adjusted on a pro forma basis for synergies which are reasonable and realisable within 12 months of the proposed acquisition) of the company or business

to be acquired for the most recently ended financial year of that company or business prior to the date of the proposed acquisition is positive;

(G) the Company certifies to the Agent no later than the date the Acquisition completes that it is in compliance with sub-paragraphs (E) and (F) above, but only in respect of an Acquisition where the amount of the total cash and cash equivalent consideration for that Acquisition (including associated costs and expenses and any Financial Indebtedness assumed by a member of the Restricted Group from the acquired company or business or remaining in the acquired company or business at the date of Acquisition) (the " **Acquisition Consideration**") is greater than $***[Omitted Pursuant to Confidential Treatment Request]***;

(H) the Acquisition Consideration for that Acquisition, when aggregated with the Acquisition Consideration for each other Acquisition (including for the avoidance of doubt any Acquisition of shares or other equity interests in the capital of a member of the Target Group) made after the date of this Agreement pursuant to this sub-paragraph (v), does not exceed $***[Omitted Pursuant to Confidential Treatment Request]*** (or its equivalent in another currency or currencies) over the life of the Facility; and

(I) no Default is continuing or would result from that Acquisition.

21.13 Loans and Guarantees

(a) Except as permitted by paragraph (b) below, no Obligor shall (and the Company shall ensure that no member of the Restricted Group shall) (i) make any loans or grant any credit or (ii) give any guarantee or indemnity (except as required under any of the Finance Documents) or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any indebtedness of any person (together, a " **Guarantee**").

(b) Paragraph (a) above shall not prohibit any Obligor or any other member of the Restricted Group from granting any loan or credit or giving any Guarantee:

(i) in the ordinary course of business;

(ii) to, or in respect of, any member of the Restricted Group;

(iii) to any person to finance, directly or indirectly, the purchase by that person or any other person of any indebtedness of any member of the Restricted Group if the Obligor disclosed to the Agent its intention to grant that loan or credit prior to the date of this Agreement;

(iv) to any trustee of an employee share option scheme provided in the ordinary course of business for the benefit of employees of any member of the Restricted Group;

(v) where the aggregate principal amount outstanding of all loans or credit granted, and Guarantees given, by the members of the Restricted Group:

(A) to, or in respect of, members of the Target Group, does not exceed $40,000,000; and

(B) to, or in respect of, persons other than members of the Target Group, does not exceed U.S.$1,000,000, or

(vi) guarantees given by Guarantors which are subordinated in accordance with the provisions of the Subordination Agreement,

provided that nothing in this paragraph (b) shall permit any member of the Group to grant any loan or credit or give any Guarantee to or in respect of a member of the Target Group other than in accordance with sub-paragraph (v) above.

21.14 Accession of Additional Guarantors

(a) Without prejudice to Clause 25.6 (Resignation of a Guarantor), the Company shall ensure that:

(i) (unless the Company demonstrates to the reasonable satisfaction of the Agent that it is unlawful for a member of the Restricted Group to become an Additional Guarantor):

(A) each member of the Restricted Group which satisfies the Relevant Criteria as at the Closing Date shall become an Additional Guarantor in accordance with the provisions of Clause 25.4 (Additional Guarantors) (i) on or before the Closing Date in respect of members of the Restricted Group incorporated in England and Wales, or (ii) on or before the date falling 30 days after the Closing Date in respect of members of the Restricted Group incorporated in any other jurisdiction; and

(B) each member of the Restricted Group from time to time which satisfies the Relevant Criteria at any time after the date of this Agreement shall within 90 days of it satisfying the Relevant Criteria become an Additional Guarantor in accordance with the provisions of Clause 25.4 (Additional Guarantors);

(ii) within 30 days of the Closing Date, the aggregate unconsolidated operating profit of all Guarantors (without double counting and excluding any dividend or other distribution received by that Guarantor from any of its Restricted Subsidiaries) is at least equal to 75 per cent. of the operating profit of the Restricted Group in accordance with the last available audited consolidated statements (adjusted as necessary to reflect the Merger) as at the date of this Agreement; and

(iii) within 30 days of the Closing Date, the aggregate unconsolidated gross revenue of all Guarantors (without double counting and excluding any dividend or other distribution received by that Guarantor from any of its Restricted Subsidiaries) is at least equal to 75 per cent. of the gross revenue of the Restricted Group in accordance with the last available audited consolidated statements (adjusted as necessary to reflect the Merger) as at the date of this Agreement.

(b) A member of the Restricted Group which is regulated by the Financial Services Authority shall not be required to become an Additional Guarantor (but shall, for the avoidance of doubt, be counted as a member of the Restricted Group, including for the purposes of (ii) and (iii) of paragraph (a) above).

(c) For the purposes of this Clause 22.14:

(i) "**Relevant Criteria**" means, in respect of a member of the Restricted Group, that the gross revenue or operating profit of that member of the Restricted Group represents at least 7.5 per cent. of the consolidated gross revenues or operating profits of the Restricted Group, determined using the applicable principles set out in the definition of "**Principal Subsidiary**" in Clause 1.1 (Definitions) after making all necessary changes except that paragraph (a) of that definition shall not apply and, for the purposes of paragraph (c) of that definition, the reference to Original Financial Statements shall be construed as a reference to

the most recent audited financial statements of the relevant member of the Restricted Group; and

(ii) "**Relevant Period**" has the meaning given to it in Clause 21.1 (Financial definitions).

21.15 Limitation on the amounts applied towards Share Buy Backs

(a) Except as permitted by paragraph (b) below, the Company shall not apply any amounts towards Share Buy Backs.

(b) Paragraph (a) shall not prohibit the Company from applying amounts towards Share Buy Backs to prevent dilution of existing shareholders following any issue of shares in the Company made under an employee share option scheme provided that the aggregate consideration paid for all such repurchases does not exceed U.S.$***[Omitted Pursuant to Confidential Treatment Request]***.

21.16 Limitation on Financial Indebtedness

The Company shall ensure that no member of the Restricted Group will incur or allow to remain outstanding any Financial Indebtedness other than to another member of the Restricted Group or Financial Indebtedness incurred in connection with:

(a) the Finance Documents;

(b) the Senior Loans;

(c) hedging or other derivative transactions entered into in the ordinary course of business for non-speculative reasons;

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

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

(f) other Financial Indebtedness in a principal amount not exceeding $***[Omitted Pursuant to Confidential Treatment Request]***;

and, for the purposes of this clause, any amount raised under a working capital facility made available on the basis of netting or set-off arrangements entered into by members of the Restricted Group in the ordinary course of their banking arrangements shall be taken at its net amount after giving effect to those netting and set-off arrangements.

21.17 Merger Agreement and Underwriting Agreement

The Company shall ensure that the Merger Agreement and Underwriting Agreement and any conditions to the Merger Agreement or Underwriting Agreement are not amended, varied, supplemented or waived from the form in which they were delivered as a condition precedent in accordance with Part 1 of Schedule 2 (Conditions precedent), in any manner which could reasonably be expected to adversely affect the interests of the Lenders or without the prior written consent of the Majority Lenders.

21.18 Anti-Terrorism Laws

(a) No Obligor shall knowingly engage in any transaction that violates any of the applicable prohibitions set forth in any Anti-Terrorism Law.

(b) To the knowledge of each Obligor, (i) none of the funds or assets of such Obligor that are used to repay the Facility shall constitute property of, or shall be beneficially owned directly or indirectly by, any Restricted Party and (ii) no Restricted Party shall have any direct or indirect interest in such Obligor that would constitute a violation of any Anti-Terrorism Laws.

(c) No Obligor shall, and each Obligor shall procure that none of its Subsidiaries will, knowingly fund all or part of any payment under this Agreement out of proceeds derived from transactions that violate the prohibitions set forth in any Anti-Terrorism Law.

21.19 US Regulation

Each Obligor shall ensure that it will not, by act or omission, become subject to regulation under any of the laws or regulations described in Clauses 19.17(b) (Investment Company Act) or (h)(Public Utilities).

21.20 Margin Regulations

No Obligor may use any Loan, directly or indirectly, to buy or carry Margin Stock or to extend credit to others for the purpose of buying or carrying Margin Stock in violation of Clause 19.17(d) (Margin Stock).

21.21 Allscripts Holding Companies

The Company shall procure that no Allscripts Holding Company shall trade, carry on any business, own any assets, incur any liabilities or conduct any activity other than:

(a) the ownership of shares (and related rights) in the Target;

(b) the receipt and making of payments arising out of the ownership referred to in paragraph (a);

(c) such activities as are necessary only to permit the activity described in paragraphs (a) and (b) above.

22. EVENTS OF DEFAULT

Each of the events or circumstances set out in Clause 23 is an Event of Default. **22.1 Non-payment**

An Obligor does not pay in the manner provided in a Finance Document any amount payable by it when due, unless that Obligor satisfies the Agent that non-payment is due solely to administrative error (whether by that Obligor or a bank involved in transferring funds to the Agent) and payment is made within two Business Days of its due date.

22.2 Financial covenants

Any requirement of Clause 21 (Financial covenants) is not satisfied.

22.3 Other obligations

(a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 23.1 (Non-payment) and Clause 21.2 (Financial condition).

(b) No Event of Default will occur under paragraph (a) above if the failure to comply is capable of remedy and is remedied within 30 days of the Agent giving notice to the Company or the Company becoming aware of the failure to comply.

22.4 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

22.5 Cross default

(a) Any Financial Indebtedness of any member of the Restricted Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any member of the Restricted Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment to make available any Financial Indebtedness of any member of the Restricted Group is cancelled or suspended by a creditor of any member of the Restricted Group as a result of an event of default (however described).

(d) Any creditor of any member of the Restricted Group becomes entitled to declare any Financial Indebtedness of any member of the Restricted Group due and payable prior to its specified maturity as a result of an event of default (however described).

(e) Any Financial Indebtedness of any member of the Target Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(f) No Event of Default will occur:

(i) under any of paragraphs (a) to (d) above, if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than U.S.$5,000,000 (or its equivalent); or

(ii) under paragraph (e) above, if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness is less than U.S.$12,500,000 (or its equivalent).

22.6 Insolvency

Any Obligor or Principal Subsidiary:

(a) is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its indebtedness;

(b) begins negotiations or takes any other step with a view to agreeing a moratorium in respect of all of (or all of a particular type of) its indebtedness (or of any part which it will or might otherwise be unable to pay when due); or

(c) proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the indebtedness of that Obligor or Principal Subsidiary.

22.7 Winding up

(a) Any Obligor or Principal Subsidiary takes any corporate action, or other steps or legal proceedings are started, for its winding up, dissolution, administration or re-organisation (whether by voluntary arrangement, scheme of arrangement or otherwise) or for the appointment of a liquidator, receiver, administrative receiver, administrator, conservator, custodian, trustee or similar officer of it or a material part of its of its assets or revenues and assets.

(b) Paragraph (a) above shall not apply to:

(i) any step which is vexatious or frivolous and which is discharged or stayed within 7 days of being taken; or

(ii) any re organisation to which the Majority Lenders have previously consented in writing.

22.8 Creditors' process

A distress, attachment, execution or other similar legal process is levied, enforced or sued out on or against the assets of any Obligor or Principal Subsidiary having an aggregate book value of more than U.S.$5,000,000 (or its equivalent) and is not discharged or stayed within 14 days.

22.9 United States Bankruptcy Laws

(a) In this Clause 23.9 and Clause 23.18 (Acceleration):

U.S. Bankruptcy Law means the United States Bankruptcy Code 1978 or any other bankruptcy, insolvency or similar law of the United States or any state thereof.

(b) Any of the following occurs in respect of a U.S. Debtor:

(i) it makes a general assignment for the benefit of creditors;

(ii) it commences a voluntary case or proceeding under any U.S. Bankruptcy Law;

(iii) an involuntary case under any U.S. Bankruptcy Law is commenced against it and is not controverted within 60 days or is not dismissed or stayed within 90 days after commencement of the case; or

(iv) an order for relief or other order approving any case or proceeding is entered under any U.S. Bankruptcy Law.

22.10 Analogous events

Any event occurs which, under the laws of any jurisdiction, has an analogous effect to any event mentioned in Clause 23.6 (Insolvency) or Clause 23.7 (Winding-up).

22.11 Ownership of the Obligors

An Obligor (other than the Company) is not or ceases to be a member of the Restricted Group.

22.12 Unlawfulness

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents unless the Majority Lenders determine that such unlawfulness is immaterial.

22.13 Proceedings commenced

Any litigation, arbitration or administrative proceeding has commenced which is reasonably likely to be determined adversely and if adversely determined would have a Material Adverse Effect.

22.14 Repudiation

An Obligor repudiates any material provision of any Finance Document.

22.15 ERISA default

Any:

(a) Plan which is covered by Title IV of ERISA but which is not a "**multiemployer plan**" (as that term is defined for the purposes of sections 3(37) and 4001(a)(3) of ERISA) shall terminate under section 4041(c) or section 4042 of ERISA;

(b) Obligor or any entity, whether or not incorporated, which is under common control with any other Obligor (within the meaning of section 4001(a)(14) of ERISA) shall, or in the reasonable opinion of the Majority Lenders, is likely to, incur any liability in connection with a withdrawal from, or the insolvency or reorganisation (as those terms are defined in section 4245 and section 4241 respectively of ERISA) of, a multiemployer plan; or

(c) other event or condition shall occur or exist with respect to a Plan,

and such event or condition, together with all other such events or conditions, if any, would have a Material Adverse Effect.

22.16 Material adverse change

Any event or circumstance occurs which will or might reasonably be expected to have a material adverse effect on the ability of the Obligors taken together to perform or comply with their obligations under the Finance Documents.

22.17 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Company:

(a) cancel the Total Commitments whereupon they shall immediately be cancelled;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders,

provided that, notwithstanding the foregoing, upon the occurrence of an Event of Default specified in Clause 23.9 (United States Bankruptcy Laws) in relation to a U.S. Debtor the Facility to the extent otherwise available to such U.S. Debtor shall cease to be available to that U.S. Debtor and all Utilisations made available to such U.S. Debtor shall become immediately due and payable and all accrued interest, and all other amounts accrued under the Finance Documents owing from such U.S. Debtor shall become immediately due and payable, in each case without declaration, notice or demand by or to any persons; and

provided further that the operation of the above proviso may be waived by the Majority Lenders and that such U.S. Debtor shall not result in any contingent obligations owed by any other members of the Group under any guarantee under Clause 18 (Guarantee and indemnity) becoming an actual obligation until the Agent makes the relevant notice to the Company as directed by the Majority Lenders pursuant to this Clause.

23. CHANGES TO THE LENDERS

23.1 Assignments and transfers by the Lenders

Subject to this Clause 23, a Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations,

to another person (the "**New Lender**").

23.2 Conditions of assignment or transfer

(a) An assignment will only be effective on:

(i) receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was the Original Lender; and

(ii) performance by the Agent of all necessary "**know your customer**" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(b) A transfer will only be effective if the procedure set out in Clause 23.6 (Procedure for transfer) is complied with.

(c) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13 (Tax gross-up and indemnities) or Clause 14 (Increased costs),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

23.3 Assignment to Federal Reserve Bank

In addition to any other assignments or participation rights provided in this Clause 26, each Lender may assign and pledge all or any portion of its Loans and the other obligations owed to such Lender, without notice to or consent of any Party, to a United States Federal Reserve Bank pursuant to Regulation A of the Board and any operating circular issued by such Federal Reserve Bank; provided, however, that, (i) no Lender shall be relieved of any of its obligations under this Agreement as a result of any such assignment and pledge and (ii) in no event shall such United States Federal Reserve Bank be considered to be a "**Lender**" or be entitled to require the assigning Lender to take or omit to take any action under this Agreement.

23.4 Assignment or transfer fee

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $2000.

23.5 Limitation of responsibility of Existing Lenders

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer from a New Lender of any of the rights and obligations assigned or transferred under this Clause 23; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

23.6 Procedure for transfer

(a) Subject to the conditions set out in Clause 23.2 (Conditions of assignment or transfer) a transfer is effected in accordance with paragraph (b) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender and executes an Accession Deed (as defined in the Subordination Agreement). The Agent shall, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender upon its completion of all "**know your customer**" or other checks relating to any person that it is required to carry out in relation to the transfer to such new Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the " **Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been the Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent and the Existing Lender shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a "**Lender**".

23.7 Disclosure of information

Any Lender may disclose to any of its Affiliates and any other person:

(a) to (or through) whom that Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Agreement;

(b) with (or through) whom that Lender enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, this Agreement or any Obligor;

(c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation or judicial or administrative proceedings; or

(d) for whose benefit that Lender charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 25.8 (Security over Lenders' rights),

any information about any Obligor, the Group and the Finance Documents as that Lender shall consider appropriate if, in relation to paragraphs (a) and (b) above, the person to whom the information is to be given has entered into a Confidentiality Undertaking.

23.8 Security over Lenders' rights

In addition to the other rights provided to Lenders under this Clause 23, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as Security for those obligations or securities,

except that no such charge, assignment or Security shall:

(A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

23.9 Notification of French Obligors pursuant to the execution of a Transfer Certificate

(a) If an Existing Lender assigns any of its rights, or transfers any of its rights and obligations under this Agreement, the New Lender shall procure that an original copy of the assignment agreement or the Transfer Certificate is promptly served on each Obligor incorporated in France by a French bailiff (huissier).

(b) The costs of this notification shall be borne by the New Lender.

24. CHANGES TO THE OBLIGORS

24.1 Assignments and transfer by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

24.2 Additional Borrowers

(a) Subject to compliance with the provisions of paragraphs (c), (d) and (e) of Clause 20.9 ("Know your customer" checks), the Company may request that any of its wholly owned Subsidiaries or any partnership, each member of which is a wholly owned Subsidiary in the Restricted Group of the Company, becomes an Additional Borrower. That Subsidiary shall become an Additional Borrower if:

(i) all the Lenders approve the addition of that Subsidiary (such approval not to be unreasonably withheld or delayed);

(ii) the Company delivers to the Agent a duly completed and executed Accession Letter and a duly completed and executed Accession Deed under and as defined in the Subordination Agreement;

(iii) the Company confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower;

(iv) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (Conditions precedent) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent; and

(v) that Subsidiary is or becomes at the same time an Additional Guarantor in accordance with Clause 25.4 (Additional Guarantors).

(b) No consent shall be required under paragraph (a)(i) above if the relevant Subsidiary is incorporated (or, in the case of a partnership, is formed or registered) in the United Kingdom or in the United States of America.

(c) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (Conditions precedent).

24.3 Resignation of a Borrower

(a) The Company may request that a Borrower (other than the Company) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

(b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:

(i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Company has confirmed this is the case); and

(ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents,

whereupon that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents.

24.4 Additional Guarantors

(a) The Company may request that any of its Subsidiaries in the Restricted Group become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:

(i) the Company delivers to the Agent a duly completed and executed Accession Letter in a form acceptable to the Agent taking into account the requirements of the jurisdiction of incorporation of the Additional Guarantor in order to ensure that the obligations of such Additional Guarantor under Clause 18 (Guarantee and indemnity) are enforceable (taking into account the limitations (if any) imposed by the laws of the jurisdiction of incorporation of such Additional Guarantor) and a duly completed and executed Accession Deed under and as defined in the Subordination Agreement;

(ii) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (Conditions precedent) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent; and

(iii) it complies with the provisions of paragraphs (c), (d) and (e) of Clause 20.9 ("Know your customer" checks).

(b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (Conditions precedent).

24.5 Repetition of Representations

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

24.6 Resignation of a Guarantor

(a) If a Guarantor ceases to be a member of the Restricted Group in accordance with this Agreement, that Guarantor shall cease to be a Guarantor and shall be released from its rights and obligations under the Finance Documents, provided that at the time the Guarantor ceases to be a member of the Restricted Group, no Default is continuing or would result from the Guarantor ceasing to be a member of the Restricted Group.

(b) The Agent shall, at the request and cost of the Company, execute such documents as may be required to release that Guarantor pursuant to paragraph (a) above.

24.7 Transfer of Loans between Borrowers

(a) A Borrower incorporated or established in the United States or the United Kingdom (the " **Transferor Borrower**") may transfer all or any part of any outstanding Loans made to it under this Agreement (which shall exclude for the avoidance of doubt any of its rights and obligations as a Guarantor) to another Borrower incorporated or established in the United States or the United Kingdom (the " **Transferee Borrower**") by executing a Borrower Transfer Agreement, provided that:

(i) no Default is continuing or would result from the proposed transfer; and

(ii) the Repeating Representations, if made by reference to the facts and circumstances as at the date of the proposed transfer, would be correct,

(collectively the "**Conditions**").

(b) Each Lender hereby instructs the Agent to sign each Borrower Transfer Agreement on its behalf.

(c) Upon the execution of a Borrower Transfer Agreement, subject to satisfaction of the Conditions:

(i) the Transferor Borrower shall be released from all obligations as a Borrower in respect of the Loans specified in the relevant Borrower Transfer Agreement (the "**Transferred Loans**") and its rights as a Borrower in respect of the Transferred Loans shall be cancelled (such obligations and rights together being the "**Discharged Rights and Obligations**", which shall exclude for the avoidance of doubt the Transferor Borrower's obligations and/or rights as a Guarantor and, in the case of the Transferor Borrower being the Company, otherwise under this Agreement in its capacity as Company);

(ii) the Transferee Borrower shall assume obligations and/or acquire rights against the Parties which differ from the Discharged Rights and Obligations only insofar as the Transferee Borrower assumed and/or acquired the same in place of the Transferor Borrower;

(iii) any guarantees or indemnities under this Agreement securing the Discharged Rights and Obligations shall secure the new rights and obligations contemplated in paragraph (ii) above;

(iv) the Transferee Borrower and the Parties shall acquire the same rights and assume the same obligations between themselves under the Agreement as they would have acquired and assumed had the Transferee Borrower been a Borrower under the Facility Agreement of the Transferred Loans on the date each of the Transferred Loans were made; and

(v) the Company, the Transferor Borrower and the Transferee Borrower will each be deemed to have made the Repeating Representations on the date of execution of the Borrower Transfer Agreement and on the date the transfer pursuant to the Borrower Transfer Agreement becomes effective, in each case by to the facts and circumstances at the relevant date.

25. ROLE OF THE AGENT

25.1 Appointment of the Agent

(a) Each other Finance Party appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each other Finance Party authorises the Agent to exercise the rights, powers, authorities and discretions specifically given to it under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

25.2 Duties of the Agent

(a) The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(b) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(c) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Lenders.

(d) The Agent shall promptly notify the Lenders of any Default arising under Clause 23.1 (Non-payment).

(e) The duties of the Agent under the Finance Documents are solely mechanical and administrative in nature.

25.3 No fiduciary duties

(a) Nothing in this Agreement constitutes the Agent (except as expressly provided in any Finance Document) as a trustee or fiduciary of any other person.

(b) The Agent (except as expressly provided in any Finance Document) shall not be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

25.4 Business with the Group

The Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with, any member of the Group.

25.5 Rights and discretions of the Agent

(a) The Agent may rely on:

(i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

(ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

(b) The Agent may assume, unless it has received notice to the contrary in its capacity as agent for the Lenders or, as the case may be, as security agent or security trustee for the Finance Parties, that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 23.1 (Non-payment));

(ii) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised; and

(iii) any notice or request made by the Company (other than a Utilisation Request, Conversion Notice or Selection Notice) is made on behalf of and with the consent and knowledge of all the Obligors.

(c) The Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

(d) The Agent may act in relation to the Finance Documents through its personnel and agents.

(e) The Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(f) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

25.6 Majority Lenders' instructions

(a) Unless a contrary indication appears in a Finance Document, the Agent shall:

(i) act in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from acting or exercising any right, power, authority or discretion vested in it as Agent); and

(ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with such an instruction of the Majority Lenders.

(b) Unless a contrary indication appears in a Finance Document, any instructions given by the Majority Lenders will be binding on all the Finance Parties.

(c) The Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.

(d) In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) the Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.

(e) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

25.7 Responsibility for documentation

The Agent is not responsible for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, an Obligor or any other person given in or in connection with any Finance Document or the Information Memorandum; or

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document.

25.8 Exclusion of liability

(a) Without limiting paragraph (b) below the Agent will not be liable, including without limitation for negligence or any other category of liability whatsoever, for any action taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.

(b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this Clause. Any third party referred to in this paragraph (b) may enjoy the benefit of and enforce the terms of this paragraph in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

(c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.

(d) Nothing in this Agreement shall oblige the Agent to carry out any " **know your customer**" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent.

25.9 Lenders' indemnity to the Agent

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability including without limitation for negligence or any other category of liability whatsoever incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

25.10 Resignation of the Agent

(a) The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders and the Company.

(b) Alternatively the Agent may resign by giving notice to the Lenders and the Company, in which case the Majority Lenders (after consultation with the Company) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 30 days after notice of resignation was given, the Agent (after consultation with the Company) may appoint a successor Agent.

(d) The retiring Agent shall, at its own cost, make available to its successor such documents and records and provide such assistance as its successor may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(e) The resignation notice of the Agent shall only take effect upon the appointment of a successor.

(f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 26 and, in respect of any amounts incurred prior to the appointment of such successor, Clause 17 (Costs and Expenses). Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(g) After consultation with the Company, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.

25.11 Confidentiality

(a) The Agent (in acting as agent for the Finance Parties) shall be regarded as acting through its agency division which in each case shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

(c) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to disclose to any other person:

(i) any confidential information; or

(ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

25.12 Relationship with the Lenders

(a) The Agent may treat each Lender as a Lender, entitled to payments under this Agreement and acting through its Facility Office unless it has received not less than five Business Days prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Each Lender shall supply the Agent with any information required by the Agent in order to calculate the Mandatory Cost in accordance with Schedule 4 (Mandatory Cost formulae).

(c) The Agent, acting for these purposes solely as an agent of the other Finance Parties, shall maintain (and make available for inspection by the Obligors and the Lenders upon reasonable prior notice at reasonable times) at its address referred to in Clause 31.2(c) (Addresses) or one of its other offices a register for the recordation of, and shall record, the names and addresses of the Lenders and the respective amounts owing to each Lender from time to time (the "**Register**"). The Obligors, the Agent and the Lenders shall deem and treat the persons listed as the Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof.

25.13 Credit appraisal by the Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(d) the adequacy, accuracy and/or completeness of the Information Memorandum and any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, Security, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

25.14 Reference Banks

If a Reference Bank (or, if a Reference Bank is not a Lender, the Lender of which it is an Affiliate) ceases to be a Lender, the Agent shall (in consultation with the Company) appoint another Lender or an Affiliate of a Lender to replace that Reference Bank.

25.15 USA Patriot Act

Each Lender hereby notifies each Obligor that pursuant to the requirements of the USA Patriot Act, such Lender is required to obtain, verify and record information that identifies such Obligor, which information includes the name and address of such Obligor and other information that will allow such Lender to identify such Obligor in accordance with the USA Patriot Act.

26. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement shall:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

27. SHARING AMONG THE LENDERS

27.1 Payments to Lenders

If a Lender (a "**Recovering Lender**") receives or recovers any amount from an Obligor other than in accordance with Clause 29 (Payment mechanics) or Clause 13.3 (Tax indemnity) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Lender shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 29 (Payment mechanics), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Lender shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the " **Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Lender as its share of any payment to be made, in accordance with Clause 29.5 (Partial payments).

27.2 Redistribution of payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Lender) in accordance with Clause 29.5 (Partial payments).

27.3 Recovering Lender's rights

(a) On a distribution by the Agent under Clause 28.2 (Redistribution of payments), the Recovering Lender will be subrogated to the rights of the Finance Parties which have shared in the redistribution.

(b) If and to the extent that the Recovering Lender is not able to rely on its rights under paragraph (a) above, the relevant Obligor shall be liable to the Recovering Lender for a debt equal to the Sharing Payment which is immediately due and payable.

27.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable and is repaid by that Recovering Lender, then:

(a) each Lender which has received a share of the relevant Sharing Payment pursuant to Clause 28.2 (Redistribution of payments) shall, upon request of the Agent, pay to the Agent for account of that Recovering Lender an amount equal to its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay); and

(b) that Recovering Lender's rights of subrogation in respect of any reimbursement shall be cancelled and the relevant Obligor will be liable to the reimbursing Lender for the amount so reimbursed.

27.5 Exceptions

(a) This Clause 28 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Lenders of the legal or arbitration proceedings; and

(ii) the other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice or did not take separate legal or arbitration proceedings.

28. PAYMENT MECHANICS

28.1 Payments to the Agent

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency with such bank as the Agent specifies.

28.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 29.3 (Distributions to an Obligor) and Clause 29.4 (Clawback) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of that currency.

28.3 Distributions to an Obligor

The Agent may (with the consent of the relevant Obligor or in accordance with Clause 30 (Set-off)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

28.4 Clawback

(a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) If the Agent pays an amount to another Party and it proves to be the case that it had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by it to reflect its cost of funds.

28.5 Partial payments

(a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) first, in or towards payment pro rata of any unpaid fees, costs and expenses of the Agent under the Finance Documents;

(ii) secondly, in or towards payment pro rata of any accrued interest or commission due but unpaid under this Agreement;

(iii) thirdly, in or towards payment pro rata of any principal due but unpaid under this Agreement; and

(iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

28.6 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

28.7 Business Days

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or an Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

28.8 Currency of account

(a) Subject to paragraphs (b) to (e) below, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than dollars shall be paid in that other currency.

28.9 Change of currency

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Company); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

29. SET-OFF

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

30. NOTICES

30.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

30.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Company, that identified with its name below;

(b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

30.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (Addresses), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with it's signature below (or any substitute department or officer as it shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Agent.

(d) Any communication or document made or delivered to the Company in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors.

30.4 Notification of address and fax number

Promptly upon receipt of notification of an address and number or change of address or fax number pursuant to Clause 31.2 (Addresses) or changing its own address or fax number, the Agent shall notify the other Parties.

30.5 Electronic communication

(a) Any communication to be made between the Agent and a Lender under or in connection with the Finance Documents may be made by electronic mail or other electronic means, if the Agent and the relevant Lender:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made between the Agent and a Lender will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.

30.6 English language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

31. CALCULATIONS AND CERTIFICATES

31.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

31.2 Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

31.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

32. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

33. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

34. AMENDMENTS AND WAIVERS

34.1 Required consents

(a) Subject to Clause 35.2 (Exceptions) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.

(b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause.

34.2 Exceptions

(a) An amendment or waiver that has the effect of changing or which relates to:

(i) the definition of "**Majority Lenders**" in Clause 1.1 (Definitions);

(ii) an extension to the date of payment of any amount under the Finance Documents;

(iii) a reduction in the Margin or the amount of any payment of principal, interest, fees or commission payable;

(iv) an increase in or extension of any Commitment;

(v) a change to the Borrowers or Guarantors other than in accordance with Clause 27 (Changes to the Obligors);

(vi) a change in the currency in which any Loan is to be made or repaid;

(vii) any provision which expressly requires the consent of all the Lenders;

(viii) Clause 2.2 (Lenders' rights and obligations), Clause 23 (Changes to the Lenders), Clause 28 (Sharing among the Lenders), Clause 29 (Payment mechanics) or this Clause 35,

shall not be made without the prior consent of all the Lenders.

(b) An amendment or waiver which relates to the rights or obligations of the Agent may not be effected without the consent of the Agent.

35. COUNTERPARTS

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

36. GOVERNING LAW

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

37. ENFORCEMENT

37.1 Jurisdiction of English courts

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement or a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**").

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This Clause 38.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

37.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Additional Obligor (other than an Additional Obligor incorporated in England and Wales):

(a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(b) agrees that failure by a process agent to notify the relevant Additional Obligor of the process will not invalidate the proceedings concerned.

The Company irrevocably and unconditionally accepts that appointment.

38. EXCHANGE NOTES

38.1 Terms of Exchange Notes

(a) The Company and the Agent (both acting reasonably) shall, as soon as practicable following the date that is eighteen months following the Closing Date and in any event one month prior to the Termination Date, agree to the form of the Exchange Note Indenture and the other Exchange Note Documents. The Exchange Note Documents shall contain terms and conditions consistent with the terms and conditions set out in Schedule 14 (*Exchange Notes*). The Exchange Note Indenture shall contain customary terms and conditions for high yield debt securities issued by comparable European issuers, taking into account the business, structure and circumstances of the Company and its Subsidiaries, and in light of then-existing market conditions.

(b) On or prior to the date that is one month prior to the Termination Date, the Company shall enter into an Exchange Note Indenture with a trustee reasonably satisfactory to the Agent and the Company and enter into, and deposit Exchange Notes into escrow pursuant to an Exchange Notes Escrow Agreement.

(c) If an Exchange Note Indenture is not entered into one month prior to the Termination Date, or Exchange Notes are not deposited into escrow pursuant to an Exchange Notes Escrow Agreement one month prior to the Termination Date, such circumstance (if not attributable to the failure by the Agent to perform its obligations under this Clause 38.1 (*Terms of Exchange Notes*)) shall constitute an Event of Default under this Agreement.

38.2 Option to Exchange

At any time on or after the Conversion Date, any Lender may request the repayment, in whole but not in part, of its participation in the Term Loan (each such request, a "**Repayment Request**"). The Company, at its exclusive discretion, may in performance, and satisfaction, of its obligations in respect of any such Repayment Request choose to either (i) repay the amount requested pursuant to the Repayment Request (the " **Repayment Amount**") in cash within three Business Days of that Repayment Request having been made, or (ii) within three Business Days inform that Lender that it wishes to issue Exchange Notes equal in value to the Repayment Amount. In the event the Company elects to issue Exchange Notes (such event being referred to here as an "**Exchange**" and the date on which the Exchange occurs, an " **Exchange Date**") such Exchange Notes shall be issued under the Exchange Note Indenture.

38.3 Requests for Exchange Notes

(a) Subject to Clause 38.1 (*Terms of Exchange Notes*), in order to effect the Exchange pursuant to Clause 38.2 (*Option to Exchange*), the Agent shall provide the Company written or telecopy notice (an " **Exchange Request**") substantially in the form set out in Schedule 15 (*Form of Exchange Request*) at least three Business Days prior to the Exchange Date (which shall also be a Business Day) selected by the Lender for the Exchange in accordance with Clause 38.1 (*Terms of Exchange Notes*). Each Exchange Request shall specify or contain (without limitation) the following:

(i) the Exchange Date;

(ii) the principal amount of the Term Loan held by such Lender to be exchanged and the corresponding principal amount of Exchange Notes (which amount shall include any accrued interest not payable prior to the Exchange Date) to be issued to such Lender pursuant to such Exchange Request; and

(iii) an order instructing the Company to deliver the Exchange Notes to the Agent or the Agent's nominee.

(b) Upon receipt of an Exchange Request, the Company shall send written or telecopy notice of such proposed Exchange to the Exchange Note Trustee that shall specify the information contained in such Exchange Request. The Company shall deliver, or shall procure delivery of, the Exchange Note(s) to the Exchange Note Trustee for authentication and thereafter deliver it to the Agent or the Agent's nominee as specified in the Exchange Request on the Exchange Date specified in the Exchange Request.

(c) Each Exchange Note issued pursuant to this Clause 38.3 (*Requests for Exchange Notes*) shall bear interest payable semi-annually at a fixed rate equal to the interest rate then borne on the Term Loan surrendered in exchange for such Exchange Note as of the Exchange Date.

(d) Any Term Loan exchanged for Exchange Notes pursuant to this Clause 38.3 (*Requests for Exchange Notes*) shall be deemed repaid and cancelled and the Exchange Notes so issued shall be governed by and construed in accordance with the provisions of the Exchange Note Indenture.

38.4 Effects of Exchange

If a Default shall have occurred and be continuing on an Exchange Date, any notices or cure periods commenced while a Term Loan was outstanding shall be deemed given or commenced (as of the actual dates thereof) for all purposes with respect to the Exchange Notes (with the same effect as if the Exchange Notes had been outstanding as of the actual dates thereof).

38.5 Exchange Notes Marketing Support

After the Exchange Date, the Agent may, upon the request of any Lender, from time to time require the Company to use its commercially reasonable efforts to offer and sell the Exchange Notes. The Company's commercially reasonable efforts shall include substantially the same cooperation and support that is required to be provided by the Company pursuant to Clause 39.3 (*Take-Out Notes and Cooperation*).

39. TAKE-OUT NOTES AND COOPERATION

39.1 Take-Out Notes

(a) Upon notice (a "**Take-Out Notice**") substantially in the form set out in Schedule 16 (*Form of Take-Out Notice*) by the Agent at any time and from time to time after the date that is six months after the Closing Date and ending on the Termination Date, so long as, on the date of such Take-Out Notice, the Senior Facilities have been repaid and cancelled in full, the Company will, as soon as practicable, (i) repay the aggregate amount outstanding under this Agreement within three Business Days of the Takeout Notice having been made or (ii) within three Business Days inform that Lender that it wishes to issue senior subordinated unsecured take-out notes (the " **Take-Out Notes**") to the Agent or other financial institutions designated by the Agent in a principal amount in dollars, which does not exceed the aggregate amount outstanding under this Agreement, pursuant to an underwriting or purchase agreement in a form containing customary terms and conditions for high yield debt securities issued by comparable European issuers, taking into account the business, structure and circumstances of the Company and its Subsidiaries, and in light of then-existing market conditions, and the proceeds of which will, as soon as possible, be applied to refinance the Loans and any other amount outstanding under this Agreement (including the fees and expenses related thereto). In the event the Company elects to issue Take-Out Notes (such event being referred to here as an " **Take-Out**" and the date on which the Take-Out occurs, a "**Take-Out Date**") such Take-Out Notes shall be

issued under an indenture (the "**Take-Out Note Indenture**"). The Take-Out Indenture will contain customary terms and conditions for high yield debt securities issued by comparable European issuers, taking into account the business, structure and circumstances of the Company and its Subsidiaries, and in light of then-existing market conditions.

(b) Upon receipt of a Take-Out Notice by the Agent, the Company shall appoint an underwriter or underwriters for an offering of the Take-Out Notes, reasonable acceptable to the Lender or Lenders.

39.2 Terms of the Take-Out Notes

The Take-Out Notes shall be issued upon such terms and conditions as the Agent may reasonably determine in light of the then prevailing market conditions after consultation with the Company and as may be reasonably specified in the Take-Out Notice; provided that:

(a) the interest rate on the Take-Out Notes shall be determined in light of the then prevailing market conditions after consultation with the Company;

(b) the Take-Out Notes shall be issued pursuant to Rule 144A and Regulation S under the Securities Act without registration rights;

(c) the Take-Out Notes shall mature no later than 10 years after the Take-Out Date;

(d) the Take-Out Notes shall be guaranteed by each Guarantor; and

(e) the Take-Out Notes will contain defaults, covenants, redemption provisions and other terms and provisions as are customary for high yield debt securities issued by European issuers comparable to the Company in light of the then prevailing market conditions and the financial condition and prospects of the Company and its Subsidiaries.

39.3 Take-Out Notes: Cooperation

(a) The Company shall use all reasonable efforts to offer and sell the Take-Out Notes as promptly as reasonably practicable after receipt of the Take-Out Notice in an amount sufficient to refinance all amounts outstanding under this Agreement and on such terms and conditions as provided in Clause 39.2 (*Terms of the Take-Out Notes*) of this Agreement. The Company shall prepare an offering memorandum in respect of the Take-Out Notes to be issued as soon as reasonably practicable after receipt of the Take-Out Notice.

(b) The Company's all reasonable efforts to offer and sell the Take-Out Notes will include, at a minimum, the following:

(i) the Company will promptly provide, and use all commercially reasonable efforts to cause the Target to promptly provide, to the Lenders all financial and other information in its or their possession, as applicable, with respect to the Company, the Target and the acquisition of the Target, including financial information and projections prepared by the Company, its affiliates or by its or their advisors relating to the Company and the Target (it being understood that the information capable of being disclosed in respect of the Target will be limited to publicly available information) (all such information so furnished being the "**Information**");

(ii) the Company will make its (and use all commercially reasonable efforts to cause the Target to make its) senior officers and representatives reasonably available in connection with any offering and sale of the Take-Out Notes and the rating of any debt securities to be offered

thereby, including making them reasonably available to assist in the preparation of preliminary and final offering documents (including reasonable assistance in obtaining industry data) and to participate in due diligence sessions and to participate in a road show in connection with any offering and sale of the Take-Out Notes, all in a manner customary for financings of that type;

(iii) the Company will use its commercially reasonable efforts to deliver to the Lenders, no later than 45 days following the receipt of the Take-Out Notice, an initial draft of an offering memorandum with respect to the Take-Out Notes that is in customary form for an offering of high yield debt securities pursuant to Rule 144A and Regulation S under the Securities Act, including all financial statements and pro forma financial information that would customarily be included in such an offering memorandum;

(iv) the Company with respect to the Take-Out Notes, will use commercially reasonable efforts to cause as soon as practicable the Company's auditors to commence their review procedures, including SAS 100 review procedures, in order to deliver a customary SAS 72 comfort letter (without any "Bannerman" limitations) in connection with the underwriting or purchase by the underwriters of the offering of the Take-Out Notes;

(v) the Company will prepare or cooperate reasonably with the Agent or any underwriters for the offering of any Take-Out Notes in the preparation of other marketing materials and other documentation that is customary for financings of that type, including with respect to obtaining a rating of any debt securities by S&P and Moody's, to be used in connection with the offer and sale of any Take-Out Notes; and

(vi) the Company will promptly commence (or cause to be commenced), after the initial draft of the offering memorandum has been delivered to the Agent or the underwriters of the offering of the Take-Out Notes, the application process in respect of the listing of the Take-Out Notes on the London Stock Exchange or other securities exchange agreed by the Company and the Agent.

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

SCHEDULE 1

ORIGINAL PARTIES

Name of Company	**Registration number (or equivalent, if any)**
MISYS plc	1360027

Name of Original Guarantor	**Registration number (or equivalent, if any)**
MISYS plc	1360027

SCHEDULE 2

CONDITIONS PRECEDENT

PART 1

CONDITIONS PRECEDENT TO INITIAL UTILISATION

1. Original Obligors

(a) A copy of the constitutional documents of each Original Obligor.

(b) A copy of the resolutions of the board of directors or, if permissible, a committee of the board of directors of each Original Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request or Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(c) If applicable, a copy of extracts from the minutes of meetings of the board of directors of each Original Obligor establishing the committee referred to in paragraph (b) above and its terms of reference.

(d) If applicable, a copy of the terms of reference of the committee of the board of directors which passed the resolutions referred to in paragraph (b) above.

(e) A specimen of the signature of each person authorised by the resolutions referred to in paragraph (b) above.

(f) Where required as a matter of local law or practice, a copy of a resolution signed by all the holders of the issued shares in each Original Guarantor (other than the Company), approving the terms of, and the transactions contemplated by, the Finance Documents.

(g) A certificate of the Company (signed by a director) confirming that borrowing and/or guaranteeing the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on any Original Obligor to be exceeded.

(h) A certificate of an authorised signatory of the relevant Original Obligor certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

(i) A duly executed copy of the Merger Agreement.

(j) A duly executed copy of the Underwriting Agreement and evidence that the Company has received or will receive not less than U.S. $150,000,000 (or its sterling equivalent as at the first Utilisation

Date) of the proceeds of the Vendor Placing, less any fees in connection with the Vendor Placing as set out in the funds flow statement referred to in paragraph (n) below (but in any event not being of an amount greater than $5,000,000 in aggregate), on or prior to the first Utilisation Date.

(k) The Senior Documents.

(l) This Agreement, a syndication letter, a fee letter or fee letters in respect of the fees referred to in Clause 12 (Fees), each duly executed by all parties thereto.

(m) Any information and evidence required by the Agent or any Lender in respect of its compliance with the KYC and anti-money laundering procedures.

(n) A certificate signed by a director of the Company (i) confirming that all relevant government/regulatory approvals, consents, authorisations, filings, notarisations and registrations (collectively "**Approvals**") (if any) to the extent required for the transactions contemplated in the Finance Documents, the Merger Agreement, the Underwriting Agreement and the Senior Documents have been or will be obtained on or prior to the first Utilisation Date and (ii) listing each of these Approvals.

(o) Funds flow statement.

(p) Group structure chart (indicating which members of the Group are Principal Subsidiaries and/or Principal Subsidiaries which satisfy the Relevant Criteria), but excluding any Dormant Company.

(q) a certificate signed by a director of the Company confirming that all necessary conditions for completion of the Merger under the Merger Agreement have been met and there have been no amendments or waivers of:

(i) the conditions; or

(ii) any other provisions,

(iii) except in each case as permitted under the Finance Documents.

(r) A copy of the ABO Launch Press Announcement.

2. Legal opinions

(a) A legal opinion of Freshfields Bruckhaus Deringer LLP, legal advisers to the Lenders and the Agent in England, substantially in the form distributed to the Original Lender prior to signing this Agreement or as otherwise approved by the Agent.

(b) If an Original Obligor is incorporated in a jurisdiction other than England and Wales, a legal opinion of the legal advisers to the Lenders and the Agent in the relevant jurisdiction, substantially in the form distributed to the Original Lender prior to signing this Agreement.

3. Other documents and evidence

(a) The Original Financial Statements of each Original Obligor.

(b) Evidence that the Existing Facility will be prepaid in full and irrevocably cancelled on the first Utilisation Date under this Agreement.

(c) Evidence that the Lehman Facilities will be prepaid in full and irrevocably cancelled on the first Utilisation Date under this Agreement.

(d) A certificate of an authorised signatory of the Company certifying that, as at the Closing Date, the only Principal Subsidiaries are those set out in that certificate.

(e) Evidence that the fees, costs and expenses then due from the Company pursuant to Clause 12 (Fees) and Clause 17 (Costs and expenses) have been paid or will be paid on or before the first Utilisation Date.

(f) A U.S. Federal Reserve Board Form U-1 in respect of the Original Borrower.

PART 2

CONDITIONS PRECEDENT REQUIRED TO BE DELIVERED BY AN ADDITIONAL OBLIGOR

1. An Accession Letter, duly executed by the Additional Obligor and the Company.
2. A copy of the constitutional documents (or equivalent) of the Additional Obligor.
3. If applicable, a copy of a resolution of the board of directors of the Additional Obligor:
   (a) approving the terms of, and the transactions contemplated by, the Accession Letter and the Finance Documents and resolving that it execute the Accession Letter;
   (b) authorising a specified person or persons to execute the Accession Letter on its behalf; and
   (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including, in relation to an Additional Borrower, any Utilisation Request or Selection Notice) to be signed and/or despatched by it under or in connection with the Finance Documents.
4. A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
5. If applicable, a copy of a resolution signed by all the holders of the issued shares of the Additional Guarantor (or equivalent), approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Guarantor is a party.
6. A certificate of the Additional Obligor (signed by a director or a partner authorised to do so, in the case of a partnership) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on it to be exceeded.
7. A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in this Part II of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Letter.
8. A copy of any other Authorisation (including in relation to any prohibition on the giving of financial assistance) or other document, opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the Additional Obligor's obligations under and transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.
9. If available, the latest audited financial statements (consolidated, where available) of the Additional Obligor.
10. A legal opinion of Freshfields Bruckhaus Deringer LLP, legal advisers to the Lenders and the Agent in England.
11. If the Additional Obligor is incorporated in a jurisdiction other than England and Wales, a legal opinion of the legal advisers to the Lenders and the Agent (or the legal advisers to the Company) in the jurisdiction in which the Additional Obligor is incorporated.

12. If the proposed Additional Obligor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in Clause 38.2 (Service of process), if not an Obligor, has accepted its appointment in relation to the proposed Additional Obligor.

13. If the Additional Obligor is an Additional Borrower, the Agent's standard form of payment instruction duly completed by the Additional Borrower.

14. If the proposed Additional Obligor is acceding as an Additional Borrower and is a partnership registered under the laws of Delaware:

    (a) a certificate of status or good standing from the Secretary of State in Delaware in respect of the Additional Obligor; and

    (b) a copy of the partnership agreement of the Additional Obligor.

15. If the proposed Additional Obligor is acceding as an Additional Guarantor and exists under the laws of any state of the United States, a solvency certificate in relation to the Additional Obligor.

16. If the proposed Additional Obligor is acceding as an Additional Borrower, a U.S. Federal Reserve Board Form U-1 in respect of that Additional Borrower.

SCHEDULE 3

FORMS OF REQUEST

PART 1

UTILISATION REQUEST

From: [Borrower]

To: [Agent]

Dated:

Dear Sirs

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

Utilisation Request

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Utilisation Request.

2. We give you notice that we wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[_____] (or, if that is not a Business Day, the next Business Day)
Amount:	[_____] or, if less, the Available Facility
Interest Period:	[_____]

3. We confirm that each condition specified in Clause 4.2 (Further conditions precedent) is satisfied on the date of this Utilisation Request.

4. The proceeds of this Loan should be credited to the account of the Borrower at [account details].

5. This Utilisation Request is irrevocable.

Yours faithfully

_____

authorised signatory for

[name of relevant Borrower]

PART 2

SELECTION NOTICE

From: [*Borrower*]

To: [*Agent*]

Dated:

Dear Sirs

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

We refer to the Agreement. This is a Selection Notice. Terms defined in the Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.

We refer to the following Loan[s] with an Interest Period ending on [_____]*

[We request that the next Interest Period for the above Loan[s] is [ ]]. ***

This Selection Notice is irrevocable.

Yours faithfully

_____

authorised signatory for

[the Company on behalf of]

[*name of relevant Borrower*]

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* Insert details of all Facility A Loans in the same currency which have an Interest Period ending on the same date.

*** Use this option if sub-division is not required.

SCHEDULE 4

MANDATORY COST FORMULAE

1. The Mandatory Cost is an addition to the interest rate in relation to the cost of compliance with (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions) or (b) the requirements of the European Central Bank.

2. On the first day of each Interest Period (or as soon as possible thereafter) the Agent shall calculate, as a percentage rate, a rate (the " **Additional Cost Rate**") in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Agent as the average of the rates supplied by the Reference Banks and will be expressed as a percentage rate per annum.

3. The Additional Cost Rate for any Lender lending from a Facility Office in a Participating Member State will be the percentage determined by the Agent as the cost of complying with the minimum reserve requirements of the European Central Bank.

4. The Additional Cost Rate for any Lender lending from a Facility Office in the United Kingdom will be calculated by the Agent as follows:

   (a) in relation to a Loan in any currency other than domestic sterling:

   $$\frac{E \times 0.01}{300}$$ percent.per annum

   Where:

   E is the rate of charge payable by that Reference Bank to the Financial Services Authority pursuant to the Fees Regulations (but, for this purpose, ignoring any minimum fee required pursuant to the Fees Regulations) and expressed in pounds per £1,000,000 of the Fee Base of that Reference Bank.

5. For the purposes of this Schedule:

   (a) "**Eligible Liabilities**" and "**Special Deposits**" have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;

   (b) "**Fees Regulations**" means the Banking Supervision (Fees) Regulations 2001 or such other law or regulation as may be in force from time to time in respect of the payment of fees for banking supervision; and

   (c) "**Fee Base**" has the meaning given to it, and will be calculated in accordance with, the Fees Regulations.

6. Each Reference Bank shall supply any information required by the Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Reference Bank shall supply the following information in writing on or prior to the date on which it becomes a Reference Bank:

   (a) its jurisdiction of incorporation and the jurisdiction of its Facility Office; and

(b) any other information that the Agent may reasonably require for such purpose.

Each Reference Bank shall promptly notify the Agent in writing of any change to the information provided by it pursuant to this paragraph.

7. The percentages or rates of charge of each Reference Bank for the purpose of E above shall be determined by the Agent based upon the information supplied to it pursuant to paragraph 6 above and on the assumption that, unless a Reference Bank notifies the Agent to the contrary, each Reference Bank's obligations in relation to cash ratio deposits, Special Deposits and the Fees Regulations are the same as those of a typical bank from its jurisdiction of incorporation with a Facility Office in the same jurisdiction as its Facility Office.

8. The Agent shall have no liability to any person if such determination results in an Additional Cost Rate which over or under compensates any Lender and shall be entitled to assume that the information provided by any Reference Bank pursuant to paragraphs 3 and 6 above is true and correct in all respects.

9. Any determination by the Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all Parties.

10. The Agent may from time to time, after consultation with the Company and the Lenders, determine and notify to all Parties any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all Parties.

SCHEDULE 5

FORM OF TRANSFER CERTIFICATES[1]

PART 1

To: [ ] as Agent

From: [The Existing Lender] (the "**Existing Lender**") and [The New Lender] (the "**New Lender**")

Dated:

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

Transfer Certificate

1. We refer to Clause 23.6 (Procedure for transfer):

   (a) The Existing Lender and the New Lender agree to the Existing Lender and the New Lender transferring by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule in accordance with Clause 23.6 (Procedure for transfer).

   (b) The proposed Transfer Date is [_____].

   (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 31.2 (Addresses) are set out in the Schedule.

2. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 23.5 (Limitation of responsibility of Existing Lenders).

3. [The New Lender is a UK Non Bank Lender and gives the Tax Confirmation by signing this Transfer Certificate.]

4. This Transfer Certificate is governed by English law.

THE SCHEDULE
Commitment/rights and obligations to be transferred

[insert relevant details]
[Facility Office address, fax number and attention details for notices and account details for payments,]

[Existing Lender] [New Lender]

By: By:

[1] **Note**: An original copy of the Transfer Certificate must be served by the New Lender on each Obligor incorporated in France by bailiff in accordance with Clause 24.8 (*Notification of French Obligors pursuant to the execution of a Transfer Certificate*).

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [_____].

[Agent]

By:

PART 2

LMA Transfer Certificate (Par)

TRANSFEROR: Date: [_____]

TRANSFEREE:

This Transfer Certificate is entered into pursuant to (i) the agreement (the "**Sale Agreement**") evidenced by the Confirmation dated [_____] between the Transferor and the Transferee (acting directly or through their respective agents) and (ii) the Credit Agreement.

On the Transfer Date, the transfer by way of novation from the Transferor to the Transferee on the terms set out herein and in the Credit Agreement shall become effective subject to:

(i) the Sale Agreement and the terms and conditions incorporated in the Sale Agreement;

(ii) the terms and conditions annexed hereto; and

(iii) the Schedule annexed hereto,

all of which are incorporated herein by reference.

The Transferor	The Transferee
[ ]	[ ]
By:	By:

Schedule

Credit Agreement Details:

Borrower(s):

Credit Agreement Dated

Guarantor(s):

Agent Bank: No Yes (specify)

Security:

Total Facility Amount:

Governing Law:

Additional Information:

Transfer Details:

Name of Tranche Facility:

Nature (Revolving, Term, Acceptances Guarantee/Letter of Credit, Other):

Final Maturity:

Participation Transferred

Commitment transferred 1

Drawn Amount (details below):1

Undrawn Amount:1

Settlement Date:

Details of outstanding Credits1

Specify in respect of each Credit:

Transferred Portion (amount):

Tranche/Facility:

Nature: ☐ Term ☐ Revolver ☐ Acceptance ☐ Guarantee/Letter of Credit ☐ Other (specify) _____

Details of other Credits are set out on the attached sheet

Administration Details

Transferor's Receiving Account:

Transferee's Receiving Account:

Addresses

Transferor	Transferee
[_____]	[_____]
Address:	Address:
Telephone:	Telephone:
Facsimile:	Facsimile:
Telex:	Telex:
Attn/Ref	Attn/Ref

Terms and Conditions

These are the Terms and Conditions applicable to the transfer certificate including the Schedule thereto (the " **Transfer Certificate**") to which they are annexed.

1. Interpretation

In these Terms and Conditions words and expressions shall (unless otherwise expressly defined herein) bear the meaning given to them in the Transfer Certificate, the Credit Agreement or the Sale Agreement.

2. Transfer

The Transferor requests the Transferee to accept and procure the transfer by novation of all or a part (as applicable) of such participation of the Transferor under the Credit Agreement as is set out in the relevant part of the Transfer Certificate under the heading "Participation Transferred" (the "**Purchased Assets**") by counter-signing and delivering the Transfer Certificate to the Agent at its address for the service of notice specified in the Credit Agreement. On the Transfer Date the Transferee shall pay to the Transferor the Settlement Amount as specified in the pricing letter between the Transferor and the Transferee dated the date of the Transfer Certificate (adjusted, if applicable, in accordance with the Sale Agreement) and completion of the transfer will take place.

3. Effectiveness of Transfer

The Transferee hereby requests the Agent to accept the Transfer Certificate as being delivered to the Agent pursuant to and for the purposes of the Credit Agreement so as to take effect in accordance with the terms of the Credit Agreement on the Transfer Date or on such later date as may be determined in accordance with the terms thereof.

4. Transferee's Undertaking

The Transferee hereby undertakes with the Agent and the Transferor and each of the other parties to the Credit Documentation that it will perform in accordance with its terms all those obligations which by the terms thereof will be assumed by it after delivery of the Transfer Certificate to the Agent and satisfaction of the conditions (if any) subject to which the Transfer Certificate is to take effect.

5. Payments

5.1 Place

All payments by either party to the other under the Transfer Certificate shall be made to the Receiving Account of that other party. Each party may designate a different account as its Receiving Account for payment by giving the other not less than five Business Days' notice before the due date for payment.

5.2 Funds

Payments under the Transfer Certificate shall be made in the currency in which the amount is denominated for value on the due date at such times and in such funds as are customary at the time for settlement of transactions in that currency.

6. The Agent

The Agent shall not be required to concern itself with the Sale Agreement and may rely on the Transfer Certificate without taking account of the provisions of such agreement.

7. Assignment of Rights

The Transfer Certificate shall be binding upon and enure to the benefit of each party and its successors and permitted assigns provided that neither party may assign or transfer its rights thereunder without the prior written consent of the other party.

8. Governing Law and Jurisdiction

The Transfer Certificate (including, without limitation, these Terms and Conditions) shall be governed by and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts.

Each party irrevocably appoints the person described as process agent (if any) specified in the Sale Agreement to receive on its behalf service of any action, suit or other proceedings in connection with the Transfer Certificate. If any person appointed as process agent ceases to act for any reason the appointing party shall notify the other party and shall promptly appoint another person incorporated within England and Wales to act as its process agent.

9. [Tax Confirmation

The Transferee is a UK Non-Bank Lender and gives the Tax Confirmation by signing this Transfer Certificate.][2]

2 Please note that this paragraph should only be included where a lender is a UK Non-Bank lender.

SCHEDULE 6

FORM OF ACCESSION LETTER

To: [ ] as Agent

From: [Subsidiary] and MISYS plc

Dated:

Dear Sirs

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

Accession Letter

5. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Accession Letter.

6. [Subsidiary] agrees to become an Additional [Borrower]/[Guarantor] and to be bound by the terms of the Facility Agreement as an Additional [Borrower]/[Guarantor] pursuant to Clause [25.2 (Additional Borrowers)]/[Clause 25.4 (Additional Guarantors)] of the Facility Agreement. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].

7. [Subsidiary's] administrative details are as follows:

   Address:

   Fax No:

   Attention:

8. This letter is governed by English law.

   [This Guarantor Accession Letter has been delivered as a deed on the date stated at the beginning of this Guarantor Accession Letter.]

MISYS plc	[Subsidiary]
By:	By:

SCHEDULE 7

FORM OF RESIGNATION LETTER

To: [ ] as Agent

From: [resigning Obligor] and MISYS plc

Dated:

Dear Sirs

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

Resignation Letter

9. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Resignation Letter.

10. Pursuant to [Clause 25.3 (Resignation of a Borrower)]/[Clause 25.6 (Resignation of a Guarantor)], we request that [resigning Obligor] be released from its obligations as a [Borrower]/[Guarantor] under the Facility Agreement.

11. We confirm that no Default is continuing or would result from the acceptance of this request.

12. This letter is governed by English law.

MISYS plc	[Subsidiary]
By:	By:

SCHEDULE 8

FORM OF COMPLIANCE CERTIFICATE

To: [ ] as Agent

From: MISYS plc

Dated:

Dear Sirs

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

Compliance Certificate

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Compliance Certificate.

2. In relation to the Relevant Period ending on [_____], we advise as follows.

   (a) Reported consolidated operating profit before tax for the most recently completed twelve month period was £[_____].

   (b) Exceptional items in accordance with Financial Reporting Standard 3 for the most recently completed twelve month period were; positive £[_] and negative £[_____].

   (c) Net Interest Payable was £[_____].

   (d) Adjustment to ensure that consolidated operating profit conforms with the definition of " **Headline Earnings**" as described in paragraphs 21 and 22 of the Statement of Investment Practice No. 1 were £[_____] and therefore PBIT for the most recently completed twelve month period was £[_____].

   (e) PBIT for the most recently completed twelve month period was £[_____].

   (f) Depreciation and amortisation for the most recently completed twelve month period was £[_____] and therefore EBITDA was £ [_____].

   (g) EBITDA (on an annualised basis) for Subsidiaries acquired during the most recent twelve month period was £[_____], EBITDA for Subsidiaries disposed of during the most recent twelve month period was £[_____] and therefore Adjusted EBITDA for the most recently completed twelve month period was £[_____]; Earnings denominated in currencies other than Sterling were translated in accordance with paragraph (g) below.

   (h) The exchange rates used for the purpose of determining Adjusted EBITDA were [_____].

   (i) Borrowings at the end of the Relevant Period were £[_____].

   (j) Cash and Cash Equivalents at the end of the Relevant Period were £[_____].

(k) Excluded Cash at the end of the Relevant Period was £[_____].

(l) Net Borrowings at the end of the Relevant Period were £[_____].

(m) Interest payable for the most recently completed twelve month period was £[_____].

(n) Interest receivable for the most recently completed twelve month period was £[_____].

(o) Net Interest Payable for the most recently completed twelve month period was £[_____].

(p) A reconciliation between the profit before interest and tax figure in the relevant accounts and PBIT is attached.

(q) A reconciliation between the profit before interest and tax figure in the relevant accounts and EBITDA is attached.

(r) The amount of Financial Indebtedness referred to in paragraph (d) of the definition of " **Borrowings**" at the end of the Relevant Period is £ [_____].

3. The ratio of Net Borrowings to Adjusted EBITDA for the Relevant Period was [_____] and the covenant contained in Clause 21.2(a) (Financial condition) has been satisfied.

4. The ratio of EBITDA to Net Interest Payable for the Relevant Period was [_____] and the covenants contained in Clause 21.2(b) (Financial condition) has been satisfied.

5. Based on the figures set out above, the Margin will be [_____] per cent. per annum.

6. [We confirm that no Default is continuing.]*

_____
Director
MISYS plc

_____
Director
MISYS plc

* If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

SCHEDULE 9

LMA FORM OF CONFIDENTIALITY UNDERTAKING

[Letterhead of Seller]

To: [_____] [insert name of Potential Purchaser]

Re: The Agreement

Borrower: MISYS plc

Date: [ ]

Amount: U.S.$305,000,000]

Agent: [ ]

Dear Sirs

We understand that you are considering acquiring an interest in the Agreement (the " **Merger**"). In consideration of us agreeing to make available to you certain information, by your signature of a copy of this letter you agree as follows:

1. Confidentiality undertaking

You undertake to:

(a) keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraph 2 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to your own confidential information;

(b) use the Confidential Information only for the Permitted Purpose;

(c) use all reasonable endeavours to ensure that any person to whom you pass any Confidential Information (unless disclosed under paragraph 2(c) below) acknowledges and complies with the provisions of this letter as if that person were also a party to it; and

(d) not make enquiries of any member of the Group or any of their officers, directors, employees or professional advisers relating directly or indirectly to the Merger.

2. Permitted disclosure

We agree that you may disclose Confidential Information:

(a) to members of the Purchaser Group and their officers, directors, employees and professional advisers to the extent necessary for the Permitted Purpose and to any auditors of members of the Purchaser Group;

(b) subject to the requirements of the Agreement, to any person to (or through) whom you assign or transfer (or may potentially assign or transfer) all or any of the rights, benefits and obligations which you may acquire under the Agreement or with (or through) whom you enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Agreement or the Borrower or any member of the Group so long as that person has delivered a letter to you in equivalent form to this letter; and

(c) where:

(i) requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;

(ii) required by the rules of any stock exchange on which the shares or other securities of any member of the Purchaser Group are listed; or

(iii) required by the laws or regulations of any country with jurisdiction over the affairs of any member of the Purchaser Group.

3. Notification of required or unauthorised disclosure

You agree (to the extent permitted by law) to inform us of the full circumstances of any disclosure under paragraph 2(c) or upon becoming aware that Confidential Information has been disclosed in breach of this letter.

4. Return of copies

If we so request in writing, you shall return all Confidential Information supplied to you by us and destroy or permanently erase all copies of Confidential Information made by you and use all reasonable endeavours to ensure that anyone to whom you have supplied any Confidential Information destroys or permanently erases such Confidential Information and any copies made by them, in each case save to the extent that you or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under paragraph 2(c) above.

5. Continuing obligations

The obligations in this letter are continuing and, in particular, shall survive the termination of any discussions or negotiations between you and us. Notwithstanding the previous sentence, the obligations in this letter shall cease:

(a) if you become a party to or otherwise acquire (by assignment or sub-participation) an interest, direct or indirect, in the Agreement; or

(b) 12 months after you have returned all Confidential Information supplied to you by us and destroyed or permanently erased all copies of Confidential Information made by you (other than any such Confidential Information or copies which have been disclosed under paragraph 2 above (other than sub-paragraph 2(a)) or which, pursuant to paragraph 4 above, are not required to be returned or destroyed).

6. No representation; consequences of breach, etc.

You acknowledge and agree that:

(a) neither we, nor any member of the Group nor any of our or their respective officers, employees or advisers (each a " **Relevant Person**"):

(i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by us or the assumptions on which it is based; or

(ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by us or be otherwise liable to you or any other person in respect to the Confidential Information or any such information; and

(b) we or members of the Group may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by you.

7. No waiver; amendments, etc.

This letter sets out the full extent of your obligations of confidentiality owed to us in relation to the information the subject of this letter. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges hereunder. The terms of this letter and your obligations hereunder may only be amended or modified by written agreement between us.

8. Inside information

You acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and you undertake not to use any Confidential Information for any unlawful purpose.

9. Nature of undertakings

The undertakings given by you under this letter are given to us and (without implying any fiduciary obligations on our part) are also given for the benefit of the Borrower and each other member of the Group.

10. Third party rights

(a) Subject to paragraph 6 and paragraph 9 the terms of this letter may be enforced and relied upon only by you and us and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

(b) Notwithstanding any provisions of this letter, the parties to this letter do not require the consent of any Relevant Person or any member of the Group to rescind or vary this letter at any time.

11. Governing law and jurisdiction

This letter (including the agreement constituted by your acknowledgement of its terms) shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

12. Definitions

In this letter (including the acknowledgement set out below) terms defined in the Agreement shall, unless the context otherwise requires, have the same meaning and:

"**Confidential Information**" means any information relating to the Borrower, the Group, the Agreement and/or the Merger provided to you by us or any of our affiliates or advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that (a) is or becomes public knowledge other than as a direct or indirect result of any breach of this letter or (b) is known by you before the date the information is disclosed to you by us or any of our affiliates or advisers or is lawfully obtained by you thereafter, other than from a source which is connected with the Group and which, in either case, as far as you are aware, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality;

"**Group**" means the Borrower and each of its holding companies and subsidiaries and each subsidiary of each of its holding companies (as each such term is defined in the Companies Act 1985);

"**Permitted Purpose**" means considering and evaluating whether to enter into the Merger; and

"**Purchaser Group**" means you, each of your holding companies and subsidiaries and each subsidiary of each of your holding companies (as each such term is defined in the Companies Act 1985).

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

_____

For and on behalf of
[Seller]

We acknowledge and agree to the above:

_____

For and on behalf of
[Potential Purchaser]

SCHEDULE 10

TIMETABLES

	Loans in dollars
Delivery of a duly completed Utilisation Request (Clause 5.1 (Delivery of a Utilisation Request))	U-2 9.30 a.m.
Agent notifies the Lenders of the Loan in accordance with Clause 5.4 (Lenders' participation)	U-2 2.00 p.m.
LIBOR is fixed	Quotation Day as of 11.00 a.m.

"**U**" means the date of Utilisation or first day of an Interest Period specified in a Selection Notice.

"**U-X**" means X Business Days prior to date of Utilisation or first day of an Interest Period specified in a Selection Notice.

SCHEDULE 11

FORM OF BORROWER TRANSFER AGREEMENT

THIS BORROWER TRANSFER AGREEMENT is dated [ ]

BETWEEN:

(1) [ ] (the **Existing Borrower**);

(2) [ ] (the **Substitute Borrower**);

(3) **MISYS PLC** on behalf of itself and each Obligor (as defined in the Agreement referred to below) (the **Company**); and

(4) [ ] as agent (the **Agent**) on behalf of itself and the Lenders (as defined in the Agreement referred to below),

and is supplemental to and subject to the provisions of the U.S.$175,000,000 term loan credit facility dated [●], and made between, among others, the Company, the Agent, the Guarantors and the financial institutions listed in Schedule 1 thereto (the **Agreement**).

IT IS AGREED as follows:

1. Definitions

Unless otherwise dated herein, each term defined and reference construed in the Agreement shall have the same definition and construction in the Borrower Transfer Agreement.

2. Transfer

With effect on the earlier of [●] and the date falling ten Business Days after the date of this Borrower Transfer Agreement (the **Loan Transfer Date**), subject to each of the Conditions being satisfied as at the Loan Transfer Date, and in consideration of a payment made by the Existing Borrower to the Substitute Borrower and the release on the Loan Transfer Date of the Existing Borrower from its obligations and liabilities (actual or contingent) as a Borrower (and excluding for the avoidance of doubt the Existing Borrower's obligations as a Guarantor and, if the Existing Borrower is the Company, as the Company, in each case under the Finance Documents) under the Agreement specified in the schedule to this Borrower Transfer Agreement:

(a) the Substitute Borrower undertakes on and from the Loan Transfer Date to be bound by, observe and perform all the obligations and liabilities (actual or contingent) of the Existing Borrower under the Agreement in respect of the Loans specified in the Schedule (the **Assumed Obligations**); and

(b) the Existing Borrower is released from the Assumed Obligations on and from the Loan Transfer Date.

3. Confirmation

The Existing Borrower, the Substitute Borrower and the Company each confirm that each of the Conditions will be satisfied on the Loan Transfer Date.

4. Integration

This Borrower Transfer Agreement shall be read as one with the Agreement so that any reference in the Agreement to "this Agreement", "hereunder" and similar shall include and be deemed to include this Borrower Transfer Agreement.

5. Governing law

This Borrower Transfer Agreement shall be governed by, and construed in accordance with the laws of England.

SCHEDULE

[ ]

SCHEDULE 12

NET BORROWING CERTIFICATE

To: [ ] as Agent

From: MISYS plc

Dated:

Dear Sirs

U.S.$175,000,000 Senior Subordinated Facility Agreement dated [_____] 2008 (the "Facility Agreement")

Compliance Certificate

1. We refer to the Facility Agreement. Definitions in the Facility Agreement apply in this Net Borrowing Certificate.

2. We advise as follows Net Borrowings at the Closing Date were £[_____].

_____

Director
MISYS plc

SCHEDULE 13

TERM LOANS

Maturity:	The Term Loans will mature on the date that is 5 years after the Conversion Date.
Interest Rate:	The Term Loans will bear interest at an interest rate per annum equal to the interest rate borne by the Bridge Loans on the Conversion Date (the ***"Conversion Rate"***), plus the Conversion Spread (determined as set forth below), determined quarterly. The "***Conversion Spread***" will equal, with respect to any Term Loan, ***[Omitted Pursuant to Confidential Treatment Request]***% during the ***[Omitted Pursuant to Confidential Treatment Request]*** period commencing on the Conversion Date for such Term Loan and shall increase by ***[Omitted Pursuant to Confidential Treatment Request]***% per annum at the beginning of each subsequent ***[Omitted Pursuant to Confidential Treatment Request]*** period.
Covenants, Events of Default and Prepayments:	Upon and after the Conversion Date, the covenants applicable to the Terms Loans will be customary for mezzanine facilities of this type. Events of Default applicable to the Exchange Notes will also be applicable to the Term Loans,

SCHEDULE 14

EXCHANGE NOTES

Issue:	The Exchange Notes will be issued under an Indenture that need not be capable of being qualified under the Trust Indenture Act of 1939, as amended.
Maturity:	The Exchange Notes will mature on the date that is 5 years after the Conversion Date.
Interest Rate:	The Exchange Notes will bear interest at a fixed rate equal to the interest rate then borne on the Term Loan surrendered in exchange for such Exchange Note as of the date of such exchange.
Optional Redemption:	Prior to the fourth anniversary of the Closing Date, the Borrower may redeem the Exchange Notes pursuant to customary equity claw-back provisions or at a make-whole price based on US Treasuries with a maturity closest to the fourth anniversary of the Closing Date plus ***[Omitted Pursuant to Confidential Treatment Request]*** basis points. On or after the fourth anniversary of the Closing Date, each Exchange Note will be callable at par plus accrued interest plus a premium equal to one half of the coupon on such Exchange Note, which premium shall decline ratably on each yearly anniversary of the Closing Date to zero on the date that is ***[Omitted Pursuant to Confidential Treatment Request]*** years prior to the maturity of the Exchange Notes.
Repurchase upon a Change of Control:	The Borrower will be required to repurchase the Exchange Notes following the occurrence of a Change of Control (to be defined) at ***[Omitted Pursuant to Confidential Treatment Request]*** of the outstanding principal amount thereof.
Covenants:	Incurrence style covenants customary for publicly traded high yield debt securities
Defeasance Provisions:	Customary for publicly traded high yield debt securities.
Modification:	Customary for publicly traded high yield debt securities.
Registration Rights:	None.
Governing Law:	New York

SCHEDULE 15

FORM OF EXCHANGE REQUEST

To: [•] the Agent

From: the Borrower

Dated:

Dear Sirs

$175,000,000 SENIOR SUBORDINATED CREDIT AGREEMENT
dated [•] 2008 (the "Bridge Facility Agreement")

We refer to the Bridge Facility Agreement. Terms defined in the Bridge Facility Agreement have the same meaning in this Exchange Request unless given a different meaning in this Exchange Request.

This is the Exchange Request referred to in Clause 38.3 of the Bridge Facility Agreement. The undersigned hereby notifies you as follows:

1. Pursuant to Clause 38.2 of the Bridge Facility Agreement, [PLEASE INSERT CURRENCY AND AMOUNT], being [the total aggregate principal amount] [the part] of the Loan outstanding, shall be exchanged for Exchange Notes and authenticated on [ ], 20[ ] (the " **Exchange Date**").

2. The Exchange Notes are to be delivered to [ ].

[•] as the Agent,

By:

Name: [the Borrower] (in its capacity as the Borrower)

SCHEDULE 16

FORM OF TAKE-OUT NOTICE

To: [•] the Agent

From: the Borrower

Dated:

Dear Sirs

$175,000,000 SENIOR SUBORDINATED CREDIT AGREEMENT
dated [•] 2008 (the "Bridge Facility Agreement")

We refer to the Bridge Facility Agreement. Terms defined in the Bridge Facility Agreement have the same meaning in this Take-Out Notice unless given a different meaning in this Take-Out Notice.

This is the Take-Out Notice referred to in Clause 39.1 of the Bridge Facility Agreement. The undersigned hereby notifies you as follows:

1. Pursuant to Clause 39.1 of the Bridge Facility Agreement, the Company wishes to issue the Take-Out Notes in the aggregate principal amount of [ ].

2. The Take-Out Notes are to be delivered to [ ].

_____

[•] as the Agent,

By:

_____

Name: [the Borrower] (in its capacity as the Borrower)

SIGNATURES

THE COMPANY

MISYS plc.

By:	JAMES MALONE
Address:	One Kingdom Street
	Paddington
	London W2 6BL England
Fax:	+44 (0)20 3320 1716
Attention:	Company Secretary

THE ORIGINAL GUARANTOR

MISYS plc.

By:	JAMES MALONE
Address:	One Kingdom Street
	Paddington
	London W2 6BL England
Fax:	+44 (0)20 3320 1716
Attention:	Company Secretary

THE AGENT

VALUEACT CAPITAL MANAGEMENT, L.P.

Acting by its general partner ValueAct Capital Management LLC

By: JEFF UBBEN

Address: 435 Pacific Avenue
4th Floor
San Francisco
California CA 94133
USA

Fax: +1 415 362 5727

Attention: General Counsel

THE ORIGINAL LENDER

VALUEACT CAPITAL MASTER FUND, LP

Acting by its general partner VA Partners I, LLC

By: JEFF UBBEN

Address: 435 Pacific Avenue
4th Floor
San Francisco
California CA 94133
USA

Fax: +1 415 362 5727

Attention: General Counsel

EXHIBIT 99.4

AGREEMENT AND PLAN OF MERGER

DATED AS OF MARCH 17, 2008

BY AND AMONG

MISYS PLC,

MISYS HEALTHCARE SYSTEMS, LLC,

ALLSCRIPTS HEALTHCARE SOLUTIONS INC.,

and

PATRIOT MERGER COMPANY, LLC

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

W I T N E S S E T H:

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

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

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

WHEREAS, the Board of Directors of Receiver has determined to recommend to its stockholders the issuance of shares of Receiver Common Stock in connection with the Merger, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments; and

WHEREAS, subject to clause (ii) of Section 2.8, the Merger is intended to qualify as a reorganization under section 368(a) of the Code and the Board of Directors of Receiver and the respective sole members of Safety and Merger Sub have approved and adopted this Agreement as a plan of reorganization within the meaning of Treasury Regulations § 1.368-2(g); and

WHEREAS, concurrently with the execution hereof, in order to induce Receiver to enter into this Agreement, each of ValueAct Capital Master Fund L.P. and ValueAct Capital Master Fund III, L.P. (the "Shareholders") have entered into a Voting Agreement dated as of the date hereof (each a " Voting Agreement"), which Voting Agreements provide, among other things, that, subject to the terms and conditions thereof, each of such Shareholders will vote its shares of Parent in favor of the Merger and the approval and adoption of this Agreement; and

WHEREAS, concurrently with the execution hereof, and as partial consideration for the issuance of Receiver Common Stock to Parent in connection with the Merger, Parent and Receiver are entering into a Relationship Agreement (the "Relationship Agreement") dated as of the date hereof and which shall become effective upon consummation of the Merger and the issuance of Receiver Common Stock to Parent in connection therewith; and

WHEREAS, concurrently with the execution hereof, in order to induce Parent and Safety to enter into this Agreement, the Persons listed on Exhibit A are each entering into an employment agreement, dated as of the date hereof, between himself or herself and Receiver, which shall become effective upon consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. The terms defined in this Article I, whenever used herein, shall have the following meanings for all purposes of this Agreement:

"Accounting Arbitrator" has the meaning set forth in Section 6.11(h);

"Acquisition Agreement" has the meaning set forth in Section 5.5(c);

"Additional Charter and By-Laws Amendments" has the meaning set forth in Section 4.1(d)(i);

"Additional Receiver Stockholder Approval" has the meaning set forth in Section 4.1(d)(i);

"Affected Employees" has the meaning set forth in Section 6.10(a);

"Affiliate" means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of a Person or the ownership (directly or indirectly) of securities or other interests in such Person, provided that, after the Effective Time, (i) neither Receiver nor any of its Subsidiaries shall be treated as Affiliates of Parent or any of its Subsidiaries and (ii) neither Parent nor any of its

Subsidiaries shall be treated as Affiliates of Receiver or any of its Subsidiaries;

"Agreed Proportion" means, with respect to Parent, the number of shares of Receiver Common Stock that Parent or its designee would have received pursuant to Section 3.2 if the Merger had been consummated, divided by the number of shares of Receiver Common Stock that Parent and its Subsidiaries would have received pursuant to Section 3.1 and Section 3.2 if the Merger had been consummated (the " Parent Ratio"), and, with respect to Safety, one minus the Parent Ratio;

"Agreement" has the meaning set forth in the preliminary statements hereto;

"Average Share Price" means the amount obtained by subtracting (i) the Per Share Dividend Amount from (ii) the average closing price of Receiver Common Stock as reported on Nasdaq during the 15 Business Day period ending on the fifth Business Day prior to the Closing Date;

"Business" means, with respect to any Person, the business and operations of such Person and its Subsidiaries as currently conducted or as conducted at the Effective Time;

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday in New York, New York or London, United Kingdom or other day on which banking institutions or trust companies are authorized or obligated by law to close in New York, New York or London, United Kingdom;

"Certificate of Merger" has the meaning set forth in Section 2.3;

"Change in the Parent Recommendation" has the meaning set forth in Section 6.2;

"Change in the Receiver Recommendation" has the meaning set forth in Section 6.1(b);

"Charter and By-Laws Amendments" has the meaning set forth in Section 4.1(d)(i);

"Circular" has the meaning set forth in Section 6.2;

"Claim" means any suit, action, cause of action, proceeding, claim, complaint, grievance, arbitration proceeding, demand, citation, summons, subpoena, cease and desist letter, injunction, notice of violation or

irregularity, review or investigation (whether civil, criminal, regulatory or otherwise and whether at law or in equity, before or by any Governmental Entity or before any arbitrator);

"Closing" has the meaning set forth in Section 2.2;

"Closing Date" has the meaning set forth in Section 2.2;

"Code" means the Internal Revenue Code of 1986, as amended from time to time;

"Confidentiality Agreement" means the letter agreement dated as of October 9, 2007 between Parent and Receiver LLC, as amended by the joinder of Receiver dated as of the date hereof;

"Consolidated or Combined Return" means any Tax Return that includes or included Safety or items therefrom on the one hand, and DGP (or any of its Affiliates other than Safety) or items therefrom on the other hand;

"Constituent Documents" means with respect to any entity, the certificate or articles of incorporation, certificate of formation, limited liability company agreement, by-laws, minute books, or any similar charter or other organizational documents of such entity;

"Continuation Period" has the meaning set forth in Section 6.10(a);

"Convertible Debentures" has the meaning set forth in Section 4.1(c)(i);

"CSA" has the meaning set forth in Section 4.1(w)(i);

"DGCL" means the Delaware General Corporate Law, as may be amended from time to time;

"DGP" means DGP, a Delaware general partnership;

"Dividend Declaration" has the meaning set forth in Section 4.1(d)(i);

"Effective Time" has the meaning set forth in Section 2.3;

"Election Notice" means a written notice from Parent to Receiver delivered on or prior to the Restructure Notice Date exercising Parent's right to require the structural changes described in Section 2.8(ii) and instructing Receiver to not elect, and to cause Merger Sub to not elect, to treat Merger Sub as an association taxable as a corporation for U.S. federal income tax purposes;

"Environmental Law" means any applicable foreign, federal, state or local law, treaty, statute, rule, regulation, order, ordinance, decree, injunction or any other requirement of law (including common law) regulating or relating to the protection of occupational health and safety, natural resources or the environment, including laws relating to pollution, contamination or the use, generation, management, handling, transport, treatment, disposal, storage, exposure to, Release or threatened Release of Hazardous Substances;

"ERISA" has the meaning set forth in Section 4.1(o)(i);

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

"Extraordinary Dividend" has the meaning set forth in Section 3.3(a);

"FDA" has the meaning set forth in Section 4.1(w)(i);

"FDCA" has the meaning set forth in Section 4.1(w)(i);

"Federal and Consolidated Income Tax Liabilities" means income Taxes imposed on Safety, or for which Safety may otherwise be liable, (i) relating to U.S. federal income Taxes attributable to any Pre-Closing Period, (ii) relating to income Taxes other than U.S. federal income Taxes with respect to which Safety or any predecessor of Safety joins, has joined or was required to have joined in filing a consolidated, combined or unitary Tax Return with any Safety Group or (iii) as a result of Safety or any predecessor of Safety being or having been a member of any Safety Group (including under Treasury Regulation § 1.1502-6 or any provision of state, local or foreign Law similar to Treasury Regulation § 1.1502-6), including any such Taxes imposed as a result of Safety ceasing to be a member of any Safety Group;

"Fully Diluted Shares" means, as of a certain date, the sum of (i) all issued and outstanding shares of Receiver Common Stock and (ii) all shares of Receiver Common Stock that are or will become issuable upon conversion or exchange of any security outstanding on such date, other than shares of Receiver Common Stock issuable upon conversion or exchange of any Receiver stock options (with shares of Receiver Common Stock issuable upon conversion or exchange of any Receiver stock options being treated as set forth in the proviso to this definition), taking into account, with respect to any date following the Effective Time, any adjustments resulting from the declaration of the Extraordinary Dividend and the consummation of the other transactions contemplated hereby; provided,

however, that (x) each Receiver stock option as to which (1) the exercise price less the Per Share Dividend Amount (the "Adjusted Exercise Price") exceeds (2) the Average Share Price (an "Out-of-the-Money Option") shall not be included in the calculation of Fully Diluted Shares and (y) each Receiver stock option with an Adjusted Exercise Price equal to or less than the Average Share Price shall be included in the calculation of Fully Diluted Shares in an amount equal to (1) the number of shares of Receiver Common Stock subject to such Receiver stock option *minus* (2) the number of shares of Receiver Common Stock equal to (A) the Adjusted Exercise Price of such Receiver stock option multiplied by the number of shares of Receiver Common Stock subject to such Receiver stock option *divided by* (B) the Average Share Price (it being understood that, in the case of clause (y), if the Adjusted Exercise Price is zero or negative, then, with respect to the applicable options, the calculation contemplated by clause (y) shall be appropriately modified to include adjustments increasing the number of shares of Receiver Common Stock subject to such options with the goal of preserving the intrinsic value of such options);

"GAAP" means United States generally accepted accounting principles;

"Governmental Entity" means any domestic or foreign (whether national, federal, state, provincial, local or otherwise) government or any court, administrative agency or commission or other governmental or regulatory authority or agency, domestic, foreign or supranational;

"Guaranteed Obligations" has the meaning set forth in Section 8.3(e);

"Hazardous Substances" means any substance or material that is defined, listed or identified under any Environmental Law as a "hazardous waste," "hazardous substance," "toxic substance," pollutant, contaminant or words of similar import thereunder, including petroleum and petroleum byproducts and wastes;

"HIPAA" means the Health Insurance Portability and Accountability Act;

"HSR Act" has the meaning set forth in Section 4.1(e)(ii);

"IFRS" means the International Financial Reporting Standards promulgated from time to time by the International Accounting Standards Board and as adopted by the European Union;

"Indebtedness" means, with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money, or with respect to

deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid (other than trade payables incurred in the ordinary course of business consistent with past practices), (iv) all obligations of such Person under conditional sale or other title retention agreements relating to any property purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for supplies incurred in the ordinary course of business consistent with past practices), (vi) all lease obligations of such Person capitalized on the books and records of such Person, (vii) all obligations of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (viii) all obligations of such Person under interest rate, currency or commodity derivatives or hedging transactions, (ix) all letters of credit or performance bonds issued for the account of such Person (excluding (a) letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the ordinary course of business consistent with past practices, (b) standby letters of credit relating to workers' compensation insurance and surety bonds and (c) surety bonds and customs bonds) and (x) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person;

"Intellectual Property" shall mean all trademarks, service marks, trade names, trade dress, including all goodwill associated with the foregoing, domain names, copyrights, Software and Internet websites, and registrations and applications to register or renew the registration of any of the foregoing, patents and patent applications and Trade Secrets;

"Intercompany Agreements" has the meaning set forth in Section 6.9(b);

"Interim Financials" has the meaning set forth in Section 6.14(b);

"Interim Period" has the meaning set forth in Section 6.14(b);

"Intervening Event" means, with respect to any Person, an event or circumstance material to such Person and its Subsidiaries, taken at a whole (other than an increase in the market price of such Person's common stock or shares, as the case may be, or any event or circumstance resulting from a breach of this Agreement by such Person or its subsidiaries), that was neither known to the Board of Directors of such Person at such time nor anticipated as of the date hereof, which event or circumstance becomes known to or by the Board of Directors of Receiver prior to the Receiver

Stockholder Approval or the Board of Directors of Parent prior to the Parent Shareholder Approval and which causes the Board of Directors of such Person to conclude in good faith, after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), that its failure to effect a Change in the Receiver Recommendation or a Change in the Parent Recommendation, as applicable, would be inconsistent with its fiduciary duties (or, in the case of Parent, statutory duties) to the stockholders of Receiver or the shareholders of Parent, as applicable, under applicable Law; provided, however, that in no event shall the receipt, existence or terms of a Takeover Proposal or any matter relating thereto or consequence thereof constitute an Intervening Event;

"IRS" has the meaning set forth in Section 4.1(m)(iii);

"JPMorgan Consent" means the Consent and Waiver, dated March 17, 2008, between Receiver and certain Subsidiaries thereof and the Required Lenders (as such term is defined in the Credit Agreement, dated as of December 31, 2007, among Receiver and certain Subsidiaries thereof as borrowers, JPMorgan Chase Bank, N.A., as administrative agent, J.P. Morgan Securities Inc, as lead arranger, and the lenders from time to time party thereto);

"Knowledge" means, with respect to (i) Receiver, the actual knowledge of any of the Persons set forth in Schedule 1.1 of the Receiver Disclosure Letter and (ii) Parent or Safety, the actual knowledge of any of the Persons set forth in Section 1.1 of the Safety Disclosure Letter;

"Law" (and with the correlative meaning "Laws") means rule, regulation, statute, order, ordinance, guideline, code (including the UK Takeover Code) or other legally enforceable requirement, including, but not limited to common law, state and federal laws or securities laws and laws, rules and regulations of foreign jurisdictions;

"Liens" has the meaning set forth in Section 4.1(b)(i);

"LLC Act" has the meaning set forth in the recitals hereto;

"Material Adverse Effect" means, with respect to any Person, any state of facts, change, development, effect, condition or occurrence that would reasonably be expected to be material and adverse to the (A) business, (B) assets, (C) properties, (D) financial condition or (E) results of operations of such Person and its Subsidiaries, in each case, taken as a

whole; provided, however, that to the extent any state of facts, change, development, effect, condition or occurrence is caused by or results from any of the following, it shall not be taken into account in determining whether there has been a "Material Adverse Effect" with respect to the applicable Person and its Subsidiaries, taken as a whole: (1) the adoption, proposal, implementation or change in Laws or interpretations thereof by any Governmental Entity; (2) changes in global, national or regional political conditions (including any outbreak, escalation or diminishment of hostilities, war or any act of terrorism); (3) any change, event or circumstance in the industry of such Person generally; (4) changes affecting the United States or United Kingdom financial or securities markets or the economy in general; (5) changes in GAAP or IFRS regulatory accounting requirements applicable to such Person or its Subsidiaries or the interpretations thereof; (6) except with respect to the representations and warranties set forth in Section 4.1(e) or Section 4.2(d), the announcement of the execution of or existence of this Agreement, the Merger and the transactions contemplated hereby (including losses or threatened losses of relationships with employees, customers, distributors or suppliers), or actions taken by such Person or any of its Subsidiaries that are required pursuant to this Agreement; or (7) any change in the market price or trading volume of the equity securities of Receiver or Parent on or after the date hereof, except the events underlying changes, effects and circumstances described in the foregoing clause (7) are not included within the scope of such clause, and, unless, with respect to clauses (2), (3) and (4) above, and only to the extent that, such event, change, circumstance, or effect has a materially disproportionate effect on such Person and its Subsidiaries, taken as a whole, compared with other comparable companies operating in the same industry;

"Merger" has the meaning set forth in Section 2.1;

"Merger Sub" has the meaning set forth in the preliminary statements hereto;

"Merger Tax Opinion" has the meaning set forth in Section 6.11(l);

"Nasdaq" means the NASDAQ National Market;

"New Plan" has the meaning set forth in Section 6.10(b);

"Non-Election Notice" means a written notice from Parent to Receiver delivered on or prior to the Restructure Notice Date forgoing Parent's right to require the structural changes described in Section 2.8(ii), accompanied by an IRS Form 8832, completed by Safety but not signed,

pursuant to which Merger Sub elects to be treated as an association taxable as a corporation for U.S. federal income tax purposes and instructing Receiver to sign such IRS Form 8832;

"Nonqualified Deferred Compensation Plan" has the meaning set forth in Section 4.1(o)(x);

"Non-Safety Participants" has the meaning set forth in Section 6.10(f);

"Outside Date" has the meaning set forth in Section 8.1(b)(i);

"Parent" has the meaning set forth in the preliminary statements hereto;

"Parent Guarantee" has the meaning set forth in Section 6.9(d);

"Parent Guaranteed Obligation" has the meaning set forth in Section 8.3(e);

"Parent Recommendation" has the meaning set forth in Section 4.2(d)(iii);

"Parent Shareholder Approval" has the meaning set forth in Section 4.2(d)(i);

"Parent Shareholders Meeting" has the meaning set forth in Section 6.2;

"Parent Tax Counsel" has the meaning set forth in Section 6.11(l);

"Permitted Liens" means (i) any Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings; (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens; (iii) leases or subleases (other than capital leases and leases underlying sale and leaseback transactions); (iv) pledges or deposits in connection with workers' compensation, unemployment insurance, and other social security legislation; (v) easements, rights-of-way and other restrictions or encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not in any case materially detract from the value of the property subject thereto; (vi) Liens the existence of which are disclosed in a consolidated balance sheet or the notes thereto included in any SEC filing made prior to the date of this Agreement; and (vii) Liens that, individually or in the aggregate, do not and would not reasonably be expected to, materially detract from the value of any property, rights or assets subject to such Lien or, materially interfere with the use thereof as currently used;

"Per Share Dividend Amount" has the meaning set forth in Section 3.3(b);

“Person” means an individual, corporation, partnership, joint venture, association, trust, limited liability company, Governmental Entity, unincorporated organization or other entity;

“PHSA” has the meaning set forth in Section 4.1(w)(i);

“Pre-Closing Period” means any Tax year or period (or portion thereof) ending on or prior to the Closing Date;

“Proxy Statement” has the meaning set forth in Section 6.1(a)

“QB Holdings” means Misys Holdings, Inc., a Delaware corporation, a wholly-owned indirect Subsidiary of Parent;

“Receiver” has the meaning set forth in the preliminary statements hereto;

“Receiver Common Stock” means the common stock, par value $0.01, of Receiver;

“Receiver Common Stock Unit” means a notional unit representing the right to receive a share of Receiver Common Stock pursuant to a Receiver Stock Plan;

“Receiver Contract” has the meaning set forth in Section 4.1(v);

“Receiver Disclosure Letter” has the meaning set forth in Section 4.1;

“Receiver Employee Plans” has the meaning set forth in Section 4.1(o)(i);

“Receiver Employees” has the meaning set forth in Section 4.1(o)(i);

“Receiver Equity Award” has the meaning set forth in Section 4.1(h)(vii);

“Receiver Financial Statement Delivery Date” means the date on which Receiver delivers the financial information to Parent pursuant to Section 6.14(c);

“Receiver Lease” has the meaning set forth in Section 4.1(n)(iii);

“Receiver Leased Real Property” has the meaning set forth in Section 4.1(n)(ii);

“Receiver Licenses” has the meaning set forth in Section 4.1(s)(ii);

"Receiver Maximum Premium" has the meaning set forth in Section 6.7(b);

"Receiver Owned Intellectual Property" has the meaning set forth in Section 4.1(s)(i);

"Receiver Owned Real Property" has the meaning set forth in Section 4.1(n)(i);

"Receiver Permits" has the meaning set forth in Section 4.1(j)(ii);

"Receiver Preferred Stock" has the meaning set forth in Section 4.1(c)(i);

"Receiver Recommendation" has the meaning set forth in Section 6.1(b);

"Receiver SEC Documents" has the meaning set forth in Section 4.1(f)(i);

"Receiver Stockholder Approval" has the meaning set forth in Section 4.1(d)(i);

"Receiver Stockholders Meeting" has the meaning set forth in Section 6.1(b);

"Receiver Stock Plans" means the Amended and Restated Receiver 1993 Stock Incentive Plan and the Receiver 2001 Non-Statutory Stock Plan;

"Receiver Tax Counsel" has the meaning set forth in Section 6.11(l);

"Receiver Termination Fee" means $14,281,883;

"Record Date" has the meaning set forth in Section 3.3(a);

"Regulatory Law" has the meaning set forth in Section 6.5(f);

"Relationship Agreement" has the meaning set forth in the recitals hereto;

"Release" means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing and the like, including without limitation, the moving of any materials through, into or upon, any land, soil, surface water, groundwater or air, or otherwise entering into the indoor or outdoor environment;

"Representatives" means, with respect to any Person, its and its Subsidiaries' directors, officers or employees, or any investment banker,

financial advisor, accountant, attorney or other advisor, agent or representative retained by it or any of its Subsidiaries;

"Requisite Approvals" has the meaning set forth in Section 6.5(f);

"Restructure Notice Date" means the date that is ten (10) Business Days prior to the Closing Date;

"Safety" has the meaning set forth in the preliminary statements hereto;

"Safety 2008 Audited Financial Statements" has the meaning set forth in Section 6.14(a);

"Safety Audited Financial Statements" has the meaning set forth in Section 6.14(a);

"Safety Contract" has the meaning set forth in Section 4.2(u);

"Safety Disclosure Letter" has the meaning set forth in Section 4.2;

"Safety Employee Plans" has the meaning set forth in Section 4.2(o)(i);

"Safety Employees" has the meaning set forth in Section 4.2(o)(i);

"Safety Financial Statement Delivery Date" means the date on which Parent delivers the Safety Audited Financial Statements to Receiver pursuant to Section 6.14;

"Safety Financial Statements" has the meaning set forth in Section 4.2(f)(i);

"Safety Foreign Benefit Plan" means any material employee benefit plan, program or arrangement provided by Safety or any Affiliate of Safety, or to which Safety or any of its Affiliates is a party, that covers any current or former non-U.S. employee, director or consultant, that is in effect on the date hereof, and as to which Safety has or the Surviving Company may have in the future any liability;

"Safety Group" means any group that files or has filed income Tax Returns on a combined, consolidated or unitary basis that includes, has included or was required to have included Safety or any predecessor of Safety at any time at or before the Effective Time but, for the avoidance of doubt, not including any group that includes Receiver or any Subsidiary of Receiver;

“Safety Guarantee” has the meaning set forth in Section 6.9(c);

“Safety Guaranteed Obligation” has the meaning set forth in Section 8.3(e);

“Safety Lease” has the meaning set forth in Section 4.2(n)(iii);

“Safety Leased Real Property” has the meaning set forth in Section 4.2(n)(ii);

“Safety Licenses” has the meaning set forth in Section 4.2(r)(ii);

“Safety LLC Agreement” means the Amended and Restated Operating Agreement of Misys Physician Systems, LLC, effective as of January 24, 2002, adopted by Kirsty, Inc., as may be amended from time to time;

“Safety Maximum Premium” has the meaning set forth in Section 6.7(c);

“Safety Owned Intellectual Property” has the meaning set forth in Section 4.2(r)(i);

“Safety or Parent Equity Award” has the meaning set forth in Section 4.2(h)(vii);

“Safety Permits” has the meaning set forth in Section 4.2(j)(ii);

“Safety Termination Fee” means GBP£7,136,657;

“Sarbanes-Oxley Act” has the meaning set forth in Section 4.1(f)(iii);

“SEC” means the Securities and Exchange Commission;

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“Settlement Date” has the meaning set forth in Section 3.3(a);

“Share Issuance” has the meaning set forth in Section 4.1(d)(i);

“Shareholder” has the meaning set forth in the recitals hereto;

“Significant Business Transaction” means, with respect to any Person, a merger, consolidation, business combination, share exchange, share acquisition, share tender offer, reorganization, recapitalization, liquidation, dissolution, or similar transaction involving such Person;

"Software" means all computer software, including application software, operating system software and firmware including, all source code and object code versions thereof, in any and all forms and media, and all related documentation;

"Software Agreement" has the meaning set forth in Section 6.19;

"Subsidiary" means, with respect to any Person, another Person of which 50% or more of any class of capital stock, voting securities, other voting ownership or voting partnership interests (or, if there are no such voting interests, 50% or more of the equity interests) are owned or controlled, directly or indirectly, by such first Person, provided that, after the Effective Time, neither Receiver nor any of its Subsidiaries shall be treated as Subsidiaries of Parent;

"Superior Proposal" means, with respect to any Person, any *bona fide* written proposal or offer made by a Third Party in respect of a Significant Business Transaction (other than a Significant Business Transaction solely involving the shares of Parent) involving, or any transaction involving the purchase or acquisition, directly or indirectly, of, (i) at least 60% of the voting power of such Person's capital stock or other equity interests or (ii) at least 60% of the consolidated assets of such Person and its Subsidiaries, which transaction such Person's Board of Directors or, if the Person is Safety, the Board of Directors of Parent or such Person's other governing body determines in good faith, after consultation with its outside counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), would be, if consummated, more favorable to the shareholders of such Person (or, if such Person is Safety, the shareholders of Parent) than the Merger taking into account all of the terms and conditions of such proposal and of this Agreement (including any proposal to amend the terms of this Agreement) and all financial, regulatory, legal and other aspects of such proposal;

"Surviving Company" has the meaning set forth in Section 2.1;

"Takeover Proposal" means, with respect to any Person, any proposal or offer in respect of (i) a Significant Business Transaction (other than a Significant Business Transaction solely involving the shares of Parent) with any Third Party in which the shareholders of the Third Party or such Third Party itself will own, directly or indirectly, more than 20% of such Person's outstanding capital stock immediately following such Significant Business Transaction, including pursuant to the issuance by such Person of more than 20% of any class of its voting equity securities, or (ii) any

direct or indirect acquisition (other than an acquisition of the shares of Parent), whether by tender or exchange offer or otherwise, by any Third Party of 20% or more of any class of capital stock of such Person or of 20% or more of the consolidated assets of such Person and its Subsidiaries, in a single transaction or a series of related transactions;

"Tax" (and with the correlative meaning "Taxes") means (i) income, gross receipts, franchise, sales, use, ad valorem, property, payroll, withholding, excise, severance, transfer, employment, estimated, alternative or add-on minimum, stamp, occupation, premium, environmental or windfall profits taxes, and other taxes, charges, fees, levies, imposts, customs, duties, licenses or other assessments, together with any interest and any penalties (including penalties for failure to file or late filing of any return, report or other filing, and any interest in respect of such penalties and additions), additions to tax or additional amounts imposed by any federal, state, local, foreign or other taxing authority, (ii) any liability for payment of amounts described in clause (i), whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person;

"Tax Dispute" has the meaning set forth in Section 6.11(h);

"Tax Matters" has the meaning set forth in Section 6.11(f)(i);

"Tax Return" means any declaration, statement, report, return, information return or claim for refund relating to Taxes (including information required to be supplied to a Governmental Entity in respect of such report or return) including, if applicable, any combined or consolidated return for any group of entities;

"Taxing Authority" means, with respect to any Tax, the Governmental Entity that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Entity;

"Third Party" means, (i) with respect to Parent or Safety, any Person other than Parent, Safety or any controlled Affiliate thereof, and (ii) with respect to Receiver, any Person other than Receiver or any controlled Affiliate thereof;

"Trademark Agreement" shall mean the Trademark and Trade Name License Agreement, to be entered into as of the Closing Date by Safety

and Parent substantially in the form attached hereto as Exhibit F with such changes as the parties may agree prior to the Closing Date;

"Trade Secrets" shall mean all inventions, processes, designs, formulae, trade secrets, know-how, ideas, research and development, data, databases and confidential information;

"Transition Services Agreement" has the meaning set forth in Section 6.6;

"Transfer Taxes" means all transfer, value-added, documentary, sales, use, registration and other similar Taxes (including all applicable real estate transfer taxes) imposed on Safety, the Surviving Company or Merger Sub in connection with the Merger;

"Transferee Deferred Compensation Plan" has the meaning set forth in Section 6.10(f);

"Voting Agreement" has the meaning set forth in the recitals hereto.

Section 1.2 Interpretation. In this Agreement, except to the extent that context otherwise requires:

(a) When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article, Section or Exhibit of this Agreement unless otherwise indicated.

(b) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The term "or" is not exclusive.

(d) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(f) Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, except as otherwise specified herein.

(g) References to a Person are also to its permitted successors and assigns.

(h) Any matter disclosed in any section or subsection of any Disclosure Letter shall be disclosed for the purposes of the specific Articles or Sections or subsections of this Agreement to which such section relates and shall be deemed disclosed in each other section or subsection hereof or thereof to which the relevance of such information is reasonably apparent on its face.

(i) All references to "dollars" or "$" or any similar references or designations contained herein mean United States Dollars.

(j) All references to a statute or regulation mean such statute or regulation as amended from time to time and include any successor legislation thereto and any rules or regulations promulgated thereunder.

ARTICLE II

THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, in accordance with the LLC Act, Merger Sub shall be merged with and into Safety (the "Merger"). As a result of the Merger and at the Effective Time, the separate limited liability company existence of Merger Sub shall cease, and Safety shall continue as the surviving company (the " Surviving Company") and shall succeed to and assume all the rights, privileges, immunities, powers and purposes and be liable for all of the liabilities, obligations and penalties of Safety and Merger Sub in accordance with the LLC Act.

Section 2.2 Closing. The closing of the Merger (the "Closing") shall take place at 10:00 a.m., New York City time, on the fourth Business Day after the satisfaction or waiver of the conditions set forth in Article VII (other than those conditions that by their terms cannot be satisfied until the time of the Closing, but subject to the fulfillment or waiver of those conditions), at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York, or at such other time, date or place agreed to in writing by Parent and Receiver. The date on which the Closing occurs is referred to in this Agreement as the " Closing Date".

Section 2.3 Effective Time. Prior to the Closing, the parties hereto shall prepare, and on the Closing Date, shall file a certificate of merger as contemplated by the LLC Act with the Secretary of State of the State of North Carolina, together with any required related certificates and in such form as required by, and executed in accordance with, the LLC Act (the "Certificate of Merger"). The Merger shall become effective at such time as the Certificate of Merger has been duly filed with the Secretary of State of the State of North Carolina, or at such subsequent time or date as Parent and Receiver

shall agree and specify in such Certificate of Merger. The time at which the Merger becomes effective is referred to in this Agreement as the " Effective Time."

Section 2.4 Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in this Agreement and in the applicable provisions of the LLC Act.

Section 2.5 Constituent Documents.

(a) The certificate of formation of Safety, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Company, until thereafter changed or amended as provided therein or by applicable Law.

(b) The Safety LLC Agreement in effect immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Company until thereafter changed or amended as provided therein or by applicable Law.

Section 2.6 Directors. All members of Safety's Board of Directors shall resign therefrom effective at the Effective Time, and the Persons designated in Exhibit D shall be appointed to the Surviving Company's Board of Directors, each to hold office in accordance with the Surviving Company's Constituent Documents.

Section 2.7 Officers. The officers of Safety as of the Effective Time shall be the officers of the Surviving Company, each to hold office in accordance with the Surviving Company's Constituent Documents.

Section 2.8 Structural Change. Prior to the Restructure Notice Date, Parent shall deliver to Receiver either the Election Notice or the Non-Election Notice (but not both). Without the consent of Receiver or any other party hereto and notwithstanding any other provisions hereof, (i) upon ten (10) Business Days' prior notice to Receiver describing such transfer, Parent may cause some or all of the limited liability company interests of Safety to be transferred to Parent or one or more Affiliates of Parent prior to the Closing Date and (ii) upon delivery by Parent to Receiver of an Election Notice not later than the Restructure Notice Date, (a) as a modification to the purchase price and number of shares of Receiver Common Stock set forth in Section 3.2(a) and (b), the number of shares of Receiver Common Stock to be purchased by Parent or its designee pursuant to Section 3.2(a) shall be 18,957,142 and the aggregate purchase price for those shares shall be $331,750,000.00, pursuant to Section 3.2(b)(i) Receiver shall deliver to Parent or its designee 18,957,142 shares of Receiver Common Stock and pursuant to Section 3.2(b)(ii) Parent shall pay or cause to be paid to Receiver $331,750,000.00, (b) the computation pursuant to Section 3.1(a) of the number of shares of Receiver Common Stock into which the limited liability company interests of Safety that are outstanding immediately prior to the Effective Time are to be converted shall reflect the changes to the number of Shares of Receiver Common Stock to be purchased by Parent or its

designee, as described in the preceding clause (a), and in addition to such shares of Receiver Common Stock, such limited liability company interests in Safety shall also be converted into the right to receive $1,750,000 in cash, which on or prior to the Closing Date shall be contributed by Receiver to Merger Sub and shall, immediately following the Effective Time, be paid by the Surviving Company to the holder of the limited liability company interests in Safety immediately prior to the Effective Time and (c) the parties shall treat the Merger as a taxable sale of the limited liability interests in Safety, and not as a reorganization under Section 368(a) of the Code, for U.S. federal income tax purposes. If an Election Notice is delivered in no event shall Parent cause the limited liability company interests of Safety to be transferred to any Person pursuant to this Section 2.8, nor shall Parent designate a Person to be the purchaser of shares of Receiver Common Stock pursuant to Section 3.2, if as a result of doing so for U.S. federal income tax purposes the beneficial owner of the limited liability company interests of Safety immediately prior to the Effective Time would be the same Person as the Person that is the purchaser of shares of Receiver Common Stock pursuant to Section 3.2(a). In the event Parent elects the actions described in clause (i) or (ii) of this Section 2.8, the provisions of this Agreement shall be applied consistently with such election.

ARTICLE III

CONVERSION OF SECURITIES AND CERTAIN CLOSING MATTERS

Section 3.1 Conversion of Interests and Shares. As of the Effective Time, by virtue of the Merger and without any further action on the part of Safety, Receiver or Merger Sub, or the respective holders of any of their securities:

(a) Interests of Safety. The limited liability company interests of Safety that are outstanding immediately prior to the Effective Time shall be cancelled and be converted into the right to receive that number of newly issued shares of Receiver Common Stock that, together with the shares of Receiver Common Stock to be purchased by Parent or a designee thereof pursuant to Section 3.2, shall equal 54.5% of the aggregate number of Fully-Diluted Shares.

(b) Interests of Merger Sub. The limited liability company interests of Merger Sub that are outstanding immediately prior to the Effective Time shall be converted into the right to receive all limited liability company interests of the Surviving Company.

Section 3.2 Issuance and Purchase of Receiver Common Stock.

(a) Issuance and Purchase of Shares. Subject to the terms and conditions hereof, immediately following the Effective Time, Receiver shall issue and Parent or its Affiliate designee shall purchase 18,857,142 shares of Receiver Common Stock for an aggregate purchase price of $330,000,000.

(b) Closing Procedure. Immediately following the Effective Time:

(i) Pursuant to Section 3.2(a), and in consideration for the purchase price delivered pursuant to Section 3.2(b)(ii), Receiver shall deliver to Parent or its Affiliate designee one or more certificates representing 18,857,142 shares of Receiver Common Stock, made out in favor of Parent or its Affiliate designee; and

(ii) Pursuant to Section 3.2(a), and in consideration for the shares of Receiver Common Stock delivered pursuant to Section 3.2(b)(i), Parent shall pay or cause to be paid to Receiver, by wire transfer of immediately available funds, to a Receiver account an amount equal to $330,000,000; and

(iii) Pursuant to Section 3.1(a), Receiver shall deliver to the holder of the limited liability company interests in Safety immediately prior to the Effective Time one or more certificates representing the number of shares of Receiver Common Stock into which such limited liability interests in Safety are converted into the right to receive as a result of the Merger, made out in favor of such holder.

Each party hereto agrees to, and to cause its Affiliates to, report the allocation of the consideration provided for in this Section 3.2(b) consistent with its terms for all purposes, including federal, state, local and other Tax purposes.

Section 3.3 Payment of Receiver Extraordinary Dividend .

(a) Declaration of Dividend. Subject to the terms and conditions of this Agreement and applicable Law, Receiver shall declare a special cash dividend (the "Extraordinary Dividend") per share of Receiver Common Stock with a record date one Business Day prior to the Effective Time (the " Record Date") and a settlement date five (5) Business Days after the Effective Time (the " Settlement Date").

(b) Dividend Amount. The amount of the Extraordinary Dividend per outstanding share of Receiver Common Stock (the " Per Share Dividend Amount") shall be equal to (i) $330,000,000 divided by (ii) the number of shares of Receiver Common Stock issued and outstanding as of the Record Date (other than such shares owned by Parent or any of its Affiliates or held in the treasury of Receiver).

(c) Payment of Dividend. Receiver shall on the Settlement Date distribute to each holder of record of shares of Receiver Common Stock (other than Parent, Parent's Affiliates or Receiver) on the Record Date an amount equal to the Extraordinary Dividend multiplied by the number of such shares held by such holder of record as of the Record Date.

(d) Conditions to the Payment of Dividend. The obligation of Receiver to pay the Extraordinary Dividend shall be subject to the satisfaction of the following conditions:

(i) the Effective Time shall have occurred; and

(ii) the distribution of the Extraordinary Dividend shall not violate applicable Law.

Section 3.4 Withholding Rights. Each of Parent, Safety, Receiver and the Surviving Company shall be entitled to deduct and withhold any applicable Taxes required to be deducted and withheld by any provision of federal, state, local or foreign Law from any amounts payable by it pursuant to this Agreement to any Person. To the extent that amounts are so deducted and withheld and paid over to the appropriate Taxing Authority by Parent, Safety, Receiver and the Surviving Company, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by Parent, Safety, Receiver or the Surviving Company.

Section 3.5 Amendments to Constituent Documents. On the Closing Date, Receiver shall file with the Secretary of State of the State of Delaware the amendments to the Certificate of Incorporation of Receiver contained in the Charter and By-Laws Amendments, if approved, or, if approved by the requisite shareholders of Receiver Common Stock, the amendments to the Certificate of Incorporation of Receiver contained in the Additional Charter and By-Laws Amendments.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Receiver and Merger Sub. Except (i) as otherwise disclosed in the corresponding sections or subsections of the letter (the "Receiver Disclosure Letter") delivered to Parent and Safety by Receiver and Merger Sub upon or prior to the execution of this Agreement or (ii) as expressly permitted or required by this Agreement or any agreement contemplated hereby, each of Receiver and Merger Sub represents and warrants to Parent and Safety as follows:

(a) Organization, Standing and Power. Each of Receiver and its Subsidiaries is a corporation or other legal entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to enable it to own, lease or otherwise hold its properties and assets and to conduct its Businesses in the manner in which it is currently being conducted, except where the failure to be so organized, existing and in good standing or

to have such power and authority, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect on Receiver. Each of Receiver and its Subsidiaries is duly qualified or licensed to do business in each jurisdiction where the nature of its Business or the ownership or leasing of its properties make such qualification or licensing necessary, except where the failure to be so qualified or licensed, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver. Receiver has made available to Parent prior to the execution of this Agreement true and complete copies of the certificate of incorporation of Receiver, as amended to the date of this Agreement, and the by-laws of Receiver, as amended to the date of this Agreement.

(b) Subsidiaries.

(i) Schedule 4.1(b) of the Receiver Disclosure Letter lists each Subsidiary of Receiver and its jurisdiction of organization. All of the outstanding shares of capital stock of, or other equity interests in, each Subsidiary of Receiver have been, if applicable, validly issued and are fully paid and nonassessable and are owned by Receiver, by a wholly-owned Subsidiary of Receiver or by Receiver and one or more wholly-owned Subsidiaries of Receiver, free and clear of all pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever, except for those imposed by federal or state security laws (collectively, "Liens"). Receiver does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any other Person.

(ii) Merger Sub was formed solely for the purposes of engaging in the transactions contemplated hereby and has engaged in no business other than in connection with the transactions contemplated hereby. Receiver is and at all times will be the sole member of Merger Sub.

(c) Capital Structure.

(i) The authorized capital stock of Receiver consists of 150,000,000 shares of Receiver Common Stock, par value $0.01 per share, and 1,000,000 shares of preferred stock, par value $0.01 per share ("Receiver Preferred Stock"). As of March 16, 2008, (i) 56,926,477 shares of Receiver Common Stock were issued and outstanding, (ii) no shares of Receiver Preferred Stock were issued or outstanding, (iii) no shares of Receiver Common Stock were held in treasury by Receiver, (iv) 3,333 shares of Receiver Common Stock were reserved for issuance upon exercise of outstanding warrants, (v) 3,513,394 shares of Receiver Common Stock were reserved for issuance upon the exercise of outstanding stock option awards under Receiver Stock Plans, (vi) 1,398,933 additional shares of Receiver Common Stock were reserved and available for issuance pursuant to future awards granted under Receiver Stock Plans, (vii) 401,446 shares of

unvested restricted Receiver Common Stock were issued and outstanding and 899,269 Receiver Common Stock Units were outstanding, in each case under Receiver Stock Plans, (viii) 7,329,424 shares of Receiver Common Stock were reserved for issuance upon conversion of Receiver's outstanding 3.50% convertible senior debentures (the "Convertible Debentures") and (ix) 197,300 shares of Receiver Common Stock remain available for sale under Receiver's employee stock purchase plan. Schedule 4.1(c)(i) of the Receiver Disclosure Letter contains a true and complete schedule as of the date of this Agreement setting forth (as applicable) the holder, number, exercise or reference price, number of shares for which it is exercisable, vesting date and expiration date of each outstanding option to purchase Receiver Common Stock, other than options granted pursuant to Receiver's employee stock purchase plan. Except as set forth above, no shares of capital stock of Receiver are, as of the date hereof, issued, reserved for issuance or outstanding. All issued and outstanding shares of Receiver Common Stock are, and all shares of Receiver Common Stock which may be issued pursuant to the exercise of an option to purchase Receiver Common Stock will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and nonassessable.

(ii) The shares of Receiver Common Stock to be issued pursuant to Article III shall be, when issued and paid for in accordance with the terms of Article III, validly issued, fully paid and nonassessable.

(iii) There are no preemptive or similar rights on the part of any holder of any class of securities of Receiver or any Subsidiary of Receiver. Except as otherwise set forth in this Section 4.1(c) and for the Convertible Debentures, neither Receiver nor any Subsidiary of Receiver has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the stockholders of Receiver or any such Subsidiary of Receiver on any matter submitted to stockholders or a separate class of holders of capital stock. Except as otherwise set forth in this Section 4.1(c) and for the Convertible Debentures, there are not, as of the date hereof, and except as permitted pursuant to Section 5.1, as of the Effective Time there will not be, any options, warrants, restricted stock, restricted stock units, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which Receiver or any Subsidiary of Receiver is a party or by which any of them is bound (i) obligating Receiver or any Subsidiary of Receiver to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any shares of the capital stock of Receiver or any Subsidiary of Receiver, any additional shares of capital stock of, or other equity interests in, or

any security exchangeable or exercisable for or convertible into any capital stock of, or other equity interest in, Receiver or any Subsidiary of Receiver, (ii) obligating Receiver or any Subsidiary of Receiver to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (iii) obligating Receiver or any Subsidiary of Receiver pursuant to any right of first offer, right of first negotiation, right of first refusal, co-sale or similar provisions, or (iv) giving any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, Receiver or any Subsidiary of Receiver. As of the date hereof there are no outstanding contractual obligations of Receiver or any Subsidiary of Receiver to sell, repurchase, redeem or otherwise acquire or to register any shares of capital stock of, or other equity interests in, Receiver or any Subsidiary of Receiver. There are no proxies, voting trusts or other agreements or understandings to which Receiver or any Subsidiary of Receiver is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, Receiver or any Subsidiary of Receiver. No Receiver Common Stock is held by any wholly-owned Subsidiary of Receiver.

(d) Authority for Agreements .

(i) Each of Receiver and Merger Sub has all requisite corporate or limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to (i) the approval of the share issuance pursuant to Section 3.1(a) and Section 3.2(a) by the holders of a majority of the shares of Receiver Common Stock entitled to vote thereon (the " Share Issuance") represented in person or by proxy assuming a quorum is present in person or by proxy in accordance with the DGCL, Receiver's Constituent Documents and applicable Nasdaq rules and regulations, (ii) (x) the approval of the amendment of the Certificate of Incorporation of Receiver by the holders of a majority of the outstanding shares of Receiver Common Stock entitled to vote in accordance with the DGCL and Receiver's Constituent Documents and (y) the approval of the amendment of the By-Laws of Receiver by the holders of a majority of the shares of Receiver Common Stock represented at such meeting and entitled to vote in accordance with the DGCL and Receiver's Constituent Documents, in each case as set forth in Exhibit B (the "Charter and By-Laws Amendments ") (clauses (i) and (ii), collectively, the "Receiver Stockholder Approval ") and (iii) the approval of those certain additional amendments of the Certificate of Incorporation and By-Laws of Receiver included in Exhibit C that require the approval of holders of at least 80% of the outstanding shares of Receiver Common Stock (the " Additional Charter and By-Laws Amendments") by the holders of at least 80% of the outstanding shares of Receiver Common Stock entitled to vote in accordance with the DGCL and

Receiver's Constituent Documents (the "Additional Receiver Stockholder Approval"), (iv) the declaration of the Extraordinary Dividend out of funds lawfully available therefor by the Board of Directors of Receiver (the "Dividend Declaration") and (v) the accuracy of Parent's and Safety's representations and warranties in Section 4.2(y), to consummate the Merger and the other transactions contemplated hereby. The execution, delivery and performance of this Agreement by Receiver and Merger Sub and the consummation by Receiver and Merger Sub of the Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate or limited liability company action, as applicable, and no other corporate or limited liability company proceedings on the part of Receiver and Merger Sub, respectively, are necessary for them to authorize this Agreement or to consummate the transactions contemplated hereby, except for the Dividend Declaration, the Receiver Stockholder Approval and with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval. This Agreement has been duly and validly executed and delivered by Receiver and Merger Sub and, assuming due authorization, execution and delivery by Parent and Safety, is a legal, valid and binding obligation of each of Receiver and Merger Sub, enforceable against them in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(ii) The Board of Directors of Receiver, at a meeting duly called and held, duly adopted resolutions (i) approving this Agreement, the Merger and the other transactions contemplated hereby, (ii) recommending that Receiver's stockholders approve the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments, (iii) resolving to submit the Additional Charter and By-Laws Amendments to a vote of the holders of shares of Receiver Common Stock at the annual Receiver stockholders' meeting subsequent to the Receiver Stockholders Meeting with such recommendation that the Additional Charter and By-Laws Amendments be approved by Receiver's stockholders (if approval of the Additional Charter and By-Laws Amendments is not obtained at the Receiver Stockholder Meeting), (iv) declaring that this Agreement, the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments are advisable and in the best interests of Receiver and its stockholders and (v) assuming that Parent's and Safety's representations and warranties in Section 4.2(y) are accurate in all respects, rendering restrictions on business combinations contained in Section 203 of the DGCL thereby inapplicable to this Agreement and the transactions contemplated by this Agreement.

(e) Consents and Approvals; No Violations.

(i) Assuming compliance with the matters set forth in Section 4.1(e)(ii) and Section 4.1(e)(iii), the accuracy of Parent's and Safety's representations in Section 4.2(y) and the receipt of Receiver Stockholder Approval and with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval, the execution and delivery of this Agreement by Receiver and Merger Sub does not, and the performance by Receiver and Merger Sub of their respective obligations hereunder, including the consummation of the transactions contemplated hereby will not, (A) conflict with any provision of Receiver's Constituent Documents or the Constituent Documents of any Subsidiary of Receiver; (B) result (with or without the giving of notice or the lapse of time or both) in any violation of or default or loss of a benefit under, or permit the acceleration, amendment or termination of any obligation under, any mortgage, indenture, lease, permit, concession, grant, franchise, license, agreement or other instrument or obligation to which Receiver or its Subsidiaries is a party or by which any of them or any of their properties, assets or rights are bound; (C) violate any Law binding upon or applicable to Receiver or its Subsidiaries; (D) result in the creation or imposition of any Lien upon any properties, assets or rights of Receiver or any Subsidiary of Receiver or (E) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval under which Receiver and the Subsidiaries of Receiver conduct Receiver's business, except in the case of clauses (B), (C), (D) and (E) above, which would not reasonably be expected (x) to have, individually or in the aggregate, a Material Adverse Effect on Receiver or (y) prevent or materially impede the ability of Receiver or Merger Sub to consummate the transactions contemplated hereby.

(ii) Except for (A) the Receiver Shareholder Approval and with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval, (B) such consents or approvals listed in Section 4.1(e)(ii) of the Receiver Disclosure Letter, (C) those consents or approvals the failure of which to be obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver and (D) the JPMorgan Consent, which remains in full force and effect, no consent or approval of any other Person (other than any Governmental Entity) is required to be obtained by Receiver or Merger Sub for the execution, delivery or performance of this Agreement by Receiver and Merger Sub, the performance by Receiver and Merger Sub of their respective obligations hereunder or the consummation by Receiver and Merger Sub of the transactions contemplated hereby.

(iii) Except for those consents, approvals, orders, authorizations, declarations, registrations or filings the failure of which to be made or obtained

would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver or prevent or materially impede the ability of Receiver or Merger Sub to consummate the transactions contemplated hereby, no consent, approval, order or authorization of, or declaration, registration or filing with, or notice to, any Governmental Entity is required to be made or obtained by Receiver or any Subsidiary of Receiver in connection with the execution or delivery of this Agreement by Receiver or the consummation by Receiver of the transactions contemplated hereby, except for (x) compliance by Receiver with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " HSR Act"); (y) the filing of the applicable Certificate of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of North Carolina in accordance with the DGCL and the LLC Act, respectively; and (z) the filings with the SEC of (A) the Proxy Statement in accordance with Regulation 14A promulgated under the Exchange Act and (B) such reports under and such other compliance with the Exchange Act, the Securities Act and state securities or "blue sky" laws and the rules and regulations thereunder as may be required in connection with this Agreement and the transactions contemplated hereby.

(f) SEC Reports; Receiver Financial Statements .

(i) Receiver has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC since January 1, 2005 under the Securities Act or the Exchange Act (the "Receiver SEC Documents"). As of its respective date (or, if amended prior to the date of this Agreement, as of the respective filing and effective dates of such amendment), each Receiver SEC Document complied in all material respects with the requirements of Nasdaq and the Exchange Act or the Securities Act applicable to such Receiver SEC Document as in effect on the date so filed or amended, and did not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) The financial statements of Receiver included in the Receiver SEC Documents (if amended prior to the date of this Agreement, as amended) complied as of their respective dates in all material respects with the then applicable accounting requirements and the published rules and regulations of the SEC and Nasdaq with respect thereto, have been prepared in accordance with GAAP (except in the case of the unaudited statements, as permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and present fairly, in all material respects, the consolidated financial position of Receiver and its consolidated Subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for the periods then ended, in each case in

conformity with GAAP (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, which will not be material in amount).

(iii) Since January 1, 2005, Receiver has complied in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the related rules and regulations promulgated under such Act (the "Sarbanes-Oxley Act"). Except as permitted by the Exchange Act, since the enactment of the Sarbanes-Oxley Act, neither Receiver nor any of its Affiliates has directly or indirectly extended or maintained credit, arranged for the extension of credit, renewed an extension of credit or materially modified an extension of credit in the form of personal loans to any executive officer or director (or equivalent thereof) of Receiver or any Receiver Subsidiaries in violation of Section 402 of the Sarbanes-Oxley Act.

(iv) Receiver's system of internal accounting controls provides reasonable assurance: (x) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP; (y) that receipts and expenditures are made only in accordance with management's general or specific authorization; and (z) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Receiver's assets that could materially affect Receiver's financial statements. Receiver has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date hereof to its independent auditors and the audit committee of its Board of Directors (A) any significant deficiencies and material weaknesses in the design or operation of Receiver's internal controls over financial reporting that are reasonably likely to adversely affect in any material respect Receiver's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees of Receiver who have a significant role in Receiver's internal controls over financial reporting. Receiver has provided to Parent any such disclosure made by management to Receiver's independent auditors and the audit committee of Receiver's Board of Directors.

(v) Receiver's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are reasonably designed to ensure that (A) material information (both financial and non-financial) required to be disclosed by Receiver in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and (B) all such information is accumulated and communicated to Receiver's management as appropriate to allow timely decisions regarding disclosure and to make the certifications of the

principal executive officer and principal financial officer of Receiver required under the Exchange Act with respect to such reports.

(g) Proxy Statement.

(i) The Proxy Statement will, at the time mailed to stockholders of Receiver, at the time of the Receiver Stockholders Meeting or at the time it is amended or supplemented, not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, and the Proxy Statement will comply as to form in all material respects with the provisions of the Exchange Act, except that no representation or warranty is made by Receiver with respect to statements made therein based on information supplied by Parent or Safety or any of their representatives specifically for inclusion therein.

(ii) None of the information supplied or to be supplied by Receiver specifically for inclusion in the Circular will, at the time of being so supplied, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(h) Absence of Certain Changes or Events. From December 31, 2007 through the date hereof, there has not been any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Receiver. From December 31, 2007 through the date hereof, Receiver and its Subsidiaries, taken as a whole, have conducted their Businesses in all material respects only in the ordinary course of business consistent with past practice and there has not been:

(i) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Receiver's or any of its Subsidiaries' capital stock or other equity or voting interests, except for dividends by a wholly-owned Subsidiary of Receiver to its parent;

(ii) any purchase, redemption or other acquisition of any shares of capital stock of, or other equity or voting interests in, Receiver or any of its Subsidiaries or any options, warrants, calls or rights to acquire such shares or other interests, except as permitted by Receiver stock plans and award agreements thereunder;

(iii) any amendments, changes or other modifications to the Constituent Documents of Receiver or any of its Subsidiaries;

(iv) any split, combination or reclassification of any of Receiver's or any of its Subsidiaries' capital stock or other equity or voting interests or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of capital stock of, or other equity or voting interests in, Receiver or any of its Subsidiaries;

(v) any incurrence of material Indebtedness;

(vi) except as required to comply with applicable Law, any contract existing on the date hereof, any provision of any Receiver Employee Plan, or Receiver's compensation policies as in effect on the date hereof, (A) any granting by Receiver or any of its Subsidiaries to any current or former director or executive officer of any material increase in compensation, bonus or other benefits or (B) any granting to any current or former director or executive officer of the right to receive any material severance or termination pay, or material increases therein;

(vii) except (A) as expressly required under any Receiver Employee Plan or award agreement thereunder existing on December 31, 2007, (B) as required to comply with applicable Law or (C) payments or grants to any non-executive officer, (i) any compensatory grant of Receiver Common Stock or other award the value of which is measured by reference to Receiver Common Stock (including outstanding stock options or Receiver Common Stock Units) (each, a "Receiver Equity Award"), or (ii) any settlement of any Receiver Equity Award (whether for cash or shares of Receiver Common Stock), or (iii) the removal or modification of any restrictions with respect to any Receiver Equity Award (including any discretionary vesting of any Receiver Equity Award);

(viii) except to the extent required to comply with applicable Law (including amendments to the extent necessary or deemed reasonably advisable by Receiver to bring Receiver Employee Plans into compliance with Section 409A of the Code without material increase in costs to Receiver of such plans, as amended) and for terminations, adoptions and amendments of broad-based Receiver Employee Plans or non-executive officer Receiver Employee Plans in the ordinary course of business consistent with past practice, (A) any termination, adoption, or amendment or any agreement to terminate, adopt or amend in each case in any material respect any Receiver Employee Plan (including any such plan that would constitute an Receiver Employee Plan if it were to be adopted and including any related trust agreement or other operative agreement relating to a Receiver Employee Plan), (B) any material change or agreement to materially change any actuarial or other assumption used to calculate funding obligations with respect to any Receiver Employee Plan, (C) any material change in the timing or manner in which contributions to any Receiver Employee Plan are made or the basis on which such contributions are determined or (D) any acceleration of

the vesting of benefits or awards, or other material changes to the timing or manner in which benefits or awards vest under any Receiver Employee Plan;

(ix) any material change in financial or tax accounting methods, principles or practices by Receiver or any of its Subsidiaries, except insofar as may have been required by a change in GAAP or applicable Law;

(x) any revaluation by Receiver or any of its Subsidiaries of any assets that are material to Receiver and its Subsidiaries, taken as a whole;

(xi) any consummation of, or entrance into any agreement for, any acquisition, by means of merger or otherwise, of any material properties, rights, assets or securities or any sale, lease, license, encumbrance or other disposition of material assets, property rights or securities, in each case involving the payment or receipt of consideration of $675,000 or more (inclusive of assumed debt), except for purchases, sales or licensing arrangements made in the ordinary course of business and consistent with past practice;

(xii) any institution, settlement or agreement to settle any material litigation, action or proceeding before any Governmental Entity;

(xiii) any resignation or termination, or, to the Knowledge of Receiver, written notice of any pending resignation or termination, of any executive officer of Receiver; or

(xiv) any material increase or decrease in the aggregate number of Persons employed by Receiver and its Subsidiaries, taken as a whole, except increases or decreases in the ordinary course of business consistent with past practice.

(i) Litigation. Except as set forth in the most recent Annual Report on Form 10-K filed by Receiver prior to the date hereof, as of the date hereof, there is (i) no material Claim pending or, to the Knowledge of Receiver, threatened in writing against or involving Receiver or any Subsidiary of Receiver, or their respective assets, properties or rights, or, to the Knowledge of Receiver, any of their officers, employees or directors in their capacity as such and (ii) no material order of any Governmental Entity or arbitrator is outstanding against Receiver or any Subsidiary of Receiver.

(j) Compliance with Laws and Regulations.

(i) (A) Each of Receiver and the Receiver Subsidiaries is and, since January 1, 2005 has been, in compliance with all applicable Laws (including Laws relating to HIPAA and other applicable federal and state privacy and data protection Laws) and (B) to the Knowledge of Receiver, is not under investigation

with respect to, and since January 1, 2005 has not been threatened in writing to be charged with or given notice of any material violation of, any Law, except, in the case of (A) or (B), for any violations or non-compliance that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver. Notwithstanding anything contained in this Agreement to the contrary, no representation or warranty shall be deemed to be made in this Section 4.1(j) to the extent otherwise covered by representations and warranties contained in Section 4.1(f) (SEC Reports; Receiver Financial Statements), Section 4.1(k) (Environmental Matters), Section 4.1(m) (Taxes), Section 4.1(o) (Employee Benefit Plans), Section 4.1(u) (Labor Matters) or Section 4.1(w) (Healthcare Law Compliance).

(ii) Each of Receiver and the Receiver Subsidiaries possesses all federal, state, local and foreign governmental licenses, authorizations, consents, permits, registrations and approvals, and has otherwise satisfied all applicable legal or regulatory requirements, necessary for it to own, lease or operate its properties and assets and to carry on its Business as now conducted (collectively, "Receiver Permits"), and no default has occurred under any such Receiver Permit, except where such failure or default thereunder would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver. Neither Receiver nor any Subsidiary of Receiver has received since January 1, 2005 written notification from any Governmental Entity of any intent to revoke or terminate any such Receiver Permit, except for any such revocation or termination which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver.

(k) Environmental Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver, (i) Receiver and its Subsidiaries, taken as a whole, are, and since January 1, 2005, have been, in compliance with all applicable Environmental Laws, (ii) there are no pending or, to the Knowledge of Receiver, threatened, Claims alleging a violation of or liability under any Environmental Law by Receiver and its Subsidiaries, taken as a whole, and (iii) no Releases of Hazardous Substances have occurred at, on, above, under or from any properties currently or formerly owned, leased, operated or used by Receiver, any Subsidiary of Receiver or any predecessors in interest that have resulted or that are reasonably likely to result in any investigation or remediation by Receiver or any Subsidiary of Receiver under any Environmental Law. Receiver has made available to Parent or Safety a copy of all material environmental reports in Receiver's possession relating to environmental conditions at any property currently owned or leased by Receiver. This Section 4.1(k) and Section 4.1(o) and Section 4.1(u) set forth the sole representations and warranties of Receiver with respect to environmental or occupational health or safety matters, including all matters arising under Environmental Laws.

(l) Absence of Undisclosed Liabilities. Receiver and its Subsidiaries do not have any liabilities, known or unknown, contingent or otherwise that are of a nature that would be required to be disclosed on a consolidated balance sheet of Receiver and its Subsidiaries or in the footnotes thereto prepared in accordance with GAAP, except for liabilities (a) set forth in the consolidated financial statements (or the notes thereto) included in the most recent Annual Report on Form 10-K or most recent Quarterly Report on Form 10-Q filed by Receiver prior to the date hereof, (b) incurred in the ordinary course of business consistent with past practice since the date of such financial statements, which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver, (c) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver or (d) expressly permitted and contemplated by this Agreement.

(m) Taxes.

(i) Receiver and each Subsidiary of Receiver have (A) duly and timely filed with the appropriate Taxing Authorities all material Tax Returns required to be filed by them in respect of any Taxes, which Tax Returns were true, correct and complete in all material respects, (B) duly and timely paid or withheld all material Taxes that are due and payable by them, whether or not such Taxes were shown as due on any Tax Returns and (C) complied in all material respects with all Laws applicable to the withholding of Taxes and have timely withheld and paid over to the respective proper Taxing Authorities all material amounts required to be so withheld and paid over.

(ii) There (A) is no material deficiency, claim, audit, suit, proceeding, request for information or investigation now pending or outstanding, or to the Knowledge of Receiver threatened, against or with respect to Receiver or any Subsidiary of Receiver in respect of any Taxes or Tax Returns and (B) are no closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings entered into or issued by any Taxing Authority with or to Receiver or any Subsidiary of Receiver that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Receiver or any of its Subsidiaries for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003) and no such agreement or ruling has been applied for and is currently pending.

(iii) The U.S. federal income Tax Returns of Receiver and each Subsidiary of Receiver have been examined by the Internal Revenue Service (the

"IRS") (or the applicable statutes of limitation for the assessment of federal income Taxes for such periods have expired) for all periods through and including December 31, 2003. Neither Receiver nor any Subsidiary of Receiver has, in writing, granted any requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes with respect to any Tax Returns of Receiver or any Subsidiary of Receiver which is currently in effect.

(iv) Since January 1, 2000, neither Receiver nor any Subsidiary of Receiver has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(v) Neither Receiver nor any Subsidiary of Receiver has agreed to make or is required to make any material adjustment under Section 481(a) of the Code by reason of a change in accounting method that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Receiver or any of its Subsidiaries for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003).

(vi) Neither Receiver nor any Subsidiary of Receiver has been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated, combined, consolidated or unitary group for tax purposes under state, local or foreign Law (in all cases other than a group the common parent of which is Receiver or any Subsidiary of Receiver), or has any liability (including pursuant to any tax sharing agreement, as transferee or successor or otherwise) for the Taxes of any Person (other than Receiver and the Receiver Subsidiaries) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law.

(vii) Neither Receiver nor any Subsidiary of Receiver has participated in any "listed transaction" or "transaction of interest" (within the meaning of Treasury Regulations §§1.6011-4(c)(3)(i)(A) and (E)) that affected or could reasonably be expected to affect, to a material extent, the U.S. federal taxable income or loss of Receiver or any of its Subsidiaries for a taxable year beginning on or after January 1, 2000 (without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000).

(viii) Subject to clause (ii) of Section 2.8, neither Receiver nor any Subsidiary of Receiver has taken or agreed to take any action (nor is any of them aware of any agreement, plan or circumstance) that to the Knowledge of Receiver is reasonably likely to prevent the Merger from being treated as a reorganization under Section 368(a) of the Code.

(ix) As of December 31, 2007, Receiver and its Subsidiaries had net operating loss carryforwards of at least $180 million for U.S. federal income tax purposes.

(n) Real Property; Title to Properties; Absence of Liens.

(i) Schedule 4.1(n)(i) of the Receiver Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material real property owned by Receiver or its Subsidiaries or in which any of them has an ownership interest (collectively, the "Receiver Owned Real Property"). Receiver or one of its Subsidiaries, as applicable, has good title to the Receiver Owned Real Property, free and clear of all Liens except Permitted Liens.

(ii) Schedule 4.1(n)(ii) of the Receiver Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material real property leased or subleased to or by Receiver or any Subsidiary of Receiver or in which any of them has an interest (collectively, the "Receiver Leased Real Property"). Receiver or one of the Receiver Subsidiaries has a valid leasehold interest, in all material respects, in all Receiver Leased Real Property leased by Receiver or any Subsidiary of Receiver free and clear of all Liens except Permitted Liens.

(iii) With respect to the Receiver Leased Real Property (A) each of the agreements by which Receiver or any Subsidiary of Receiver has obtained a leasehold interest in such Receiver Leased Real Property (each, a "Receiver Lease") is, to the Knowledge of Receiver, in full force and effect in accordance with its respective terms, (B) to the Knowledge of Receiver, there exists no default under any Receiver Lease and no circumstance exists which, with or without the giving of notice, the passage of time or both, would constitute or result in such a default and (C) to the Knowledge of Receiver, there are no leases, subleases, licenses, concessions or any other contracts granting to any Person other than Receiver or any Subsidiary of Receiver any right to the possession, use, occupancy or enjoyment of any Receiver Leased Real Property or any portion thereof, except in the case of clauses (A) through (C) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(iv) Each of Receiver and its Subsidiaries has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its

tangible assets and properties, in each case free and clear of all Liens, except where failure to have such good and valid title or a valid leasehold interest, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(v) The properties, assets and rights presently owned, leased or licensed by Receiver and its Subsidiaries, taken as a whole, include all properties, assets and rights necessary to permit Receiver and its Subsidiaries, taken as a whole, to conduct Receiver's Businesses in all material respects in the same manner as such Business is being conducted as of the date of this Agreement.

(o) Employee Benefit Plans.

(i) Schedule 4.1(o)(i) of the Receiver Disclosure Letter contains as of the date hereof a true and complete list of all material Receiver Employee Plans. "Receiver Employee Plans" means all "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including multiemployer plans within the meaning of Section 3(37) of ERISA) and all employment, consulting, severance, change-in-control or similar contracts, plans or policies and other plans (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock or equity related rights, incentive or deferred compensation, insurance (including any self-insured arrangements), health or medical benefits, vacation, fringe benefits, severance benefits or post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits), (A) under which any current or former employee, director or consultant of Receiver or its Subsidiaries (" Receiver Employees") has any present or future right to benefits and that is maintained or contributed to by Receiver or any of its Subsidiaries or (B) that is maintained or contributed to by Receiver or any of its Subsidiaries and that Receiver or the Surviving Company or any of their respective Subsidiaries have any present or future liability, other than benefit arrangements required by applicable Law.

(ii) With respect to each material Receiver Employee Plan (and, if applicable, related trusts, funding agreements or insurance policies), Receiver has made available to Parent and Safety a current and complete copy thereof and all amendments thereto, and to the extent applicable, (i) for the three most recent plan years (A) annual actuarial valuation reports, (B) Forms 5500 (including all schedules thereto) and Forms 990 and (C) audited financial reports, prepared in connection with any Receiver Employee Plan or related trust, (ii) the most recent determination letter, if applicable, (iii) the most recent summary plan description and other material written communications by Receiver or its Subsidiaries to Receiver Employees and (iv) a summary of any material amendments or changes scheduled to be made to the Receiver Employee Plan during the twelve months

immediately following the date hereof, other than amendments or changes to reflect a change in applicable Law.

(iii) (A) Each Receiver Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that such Receiver Employee Plan is qualified and exempt from U.S. federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, or has pending with the IRS an application for such letter, or is entitled to rely on an opinion letter from the IRS, and all terms and conditions of each determination letter or opinion letter, as appropriate, have been complied with; (B) no such determination letter has been revoked or denied nor, to the Knowledge of Receiver, has revocation or denial been threatened, and no event has occurred, and no condition exists, that would reasonably be expected to result in the revocation or denial of any determination letter; (C) each Receiver Employee Plan has been established and maintained in material compliance with its terms and with the requirements of Law, including ERISA and the Code, that are applicable to such Receiver Employee Plan; (D) there are no pending, or, to the Knowledge of Receiver, threatened or anticipated claims (other than routine claims for benefits) involving a Receiver Employee Plan which could reasonably be expected to result in any material liability to Receiver or its Subsidiaries and (E) all contributions or other amounts payable by Receiver or its Subsidiaries as of the date hereof with respect to each Receiver Employee Plan have been paid or accrued in accordance with GAAP (other than with respect to amounts not yet due).

(iv) Neither Receiver nor any Subsidiary of Receiver has any obligations for post-employment health or life benefits for retired, former or current employees of Receiver or any Subsidiary of Receiver, except as required by Law.

(v) The consummation of the Merger and the other transactions contemplated hereby will not, alone or in connection with any other events, result in any payment or deemed payment that could reasonably be construed to constitute an "excess parachute payment" for purposes of Section 280G or 4999 of the Code. Except as set forth in Section 4.1(o)(v) of the Receiver Disclosure Letter, no person is entitled to receive any additional payment from Receiver or any of its Subsidiaries as a result of the imposition of the excise tax under Section 4999 of the Code.

(vi) Except as specifically provided herein, the consummation of the Merger and the other transactions contemplated hereby will not (x) entitle any current or former director, officer or employee of Receiver or any of its Subsidiaries to severance pay, (y) accelerate the time of payment or vesting or trigger any payment or funding (whether through a grantor trust or otherwise) of

compensation or benefits under, increase the amount allocable or payable or trigger any other material obligation pursuant to, any of the Receiver Employee Plans or (z) result in any breach or violation of, or any default under, any of the Receiver Employee Plans.

(vii) No Receiver Employee Plan is subject to Title IV of ERISA, and Receiver has no liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, under Section 412 of the Code or Title IV of ERISA. Neither Receiver nor any of its Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any "multiemployer plan", as defined in Section 3(37) of ERISA, or any employee benefit plan, program or arrangement that is subject to Title IV of ERISA or Section 412 of the Code.

(viii) There is no pending or, to the Knowledge of Receiver, threatened material litigation, investigation, action, suit, audit or proceeding relating to any Receiver Employee Plan by or before any Governmental Entity.

(ix) Neither Receiver nor any Subsidiary of Receiver maintains, contributes to or is a party to any material employee benefit plan, program or arrangement that covers any current or former non-U.S. employee, director or consultant, that is in effect on the date hereof, and as to which the Surviving Company may have in the future any liability.

(x) Each Receiver Employee Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code and subject to Section 409A of the Code (a "Nonqualified Deferred Compensation Plan") and any award thereunder has been operated since January 1, 2005 based upon a good faith, reasonable interpretation of Section 409A of the Code and any authority required or permitted to be relied upon thereunder, including, without limitation, (x) the proposed regulations issued thereunder, (y) the final regulations issued thereunder or (z) IRS Notice 2005-1.

(p) Voting Requirements. The Receiver Stockholder Approval and, with respect to the Additional Charter and By-Laws Amendments, the Additional Receiver Stockholder Approval, in each case at the Receiver Stockholders Meeting are the only votes of the holders of any class or series of Receiver's capital shares necessary to approve or adopt this Agreement, the Merger and the other transactions contemplated hereby.

(q) Brokers; Schedule of Fees and Expenses. Except for Goldman Sachs & Co., the fees and expenses of which shall be paid by Receiver, neither Receiver nor any of its Subsidiaries has engaged any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who might be entitled to any fee or

any commission in connection with or upon consummation of the Merger or the other transactions contemplated hereby.

(r) Opinion of Financial Advisor. The Board of Directors of Receiver has received the opinion of Goldman, Sachs & Co. to the effect that, as of the date of such opinion and based upon and subject to the assumptions, qualifications and limitations discussed in such opinion, the consideration to be paid by Receiver pursuant to this Agreement is fair, from a financial point of view, to Receiver, a signed copy of which will be delivered to Parent solely for informational purposes after receipt thereof by Receiver.

(s) Intellectual Property.

(i) Owned Intellectual Property. Schedule 4.1(s)(i) of the Receiver Disclosure Letter lists as of the date hereof all Intellectual Property owned by Receiver or any Subsidiary of Receiver (the "Receiver Owned Intellectual Property") that is registered or subject to an application for registration and that is material to the Business of Receiver and its Subsidiaries, taken as a whole. Receiver or one of the Receiver Subsidiaries is the exclusive owner of the Receiver Owned Intellectual Property set forth in Schedule 4.1(s)(i) of the Receiver Disclosure Letter and, to the Knowledge of Receiver, of the Trade Secrets owned by Receiver or any of the Receiver Subsidiaries, in each case free and clear of any Liens other than Permitted Liens. To the Knowledge of Receiver, the Receiver Owned Intellectual Property is subsisting, valid and enforceable.

(ii) Licenses and Other Agreements. Schedule 4.1(s)(ii) of the Receiver Disclosure Letter lists as of the date hereof all material agreements to which Receiver or any Subsidiary of Receiver is a party or by which any of them is otherwise bound that relate to Intellectual Property that Receiver reasonably anticipates will involve aggregate payments or consideration furnished by or to Receiver or any or its Subsidiaries of more than $1,000,000 in any year (the "Receiver Licenses"), other than the Receiver Contracts that are set forth on Schedule 4.1(v), including (i) material licenses of Intellectual Property to Receiver or any Subsidiary of Receiver by any other Person, (ii) material licenses of Intellectual Property to any other Person by Receiver or any Subsidiary of Receiver, (iii) material agreements otherwise granting or restricting the right to use Intellectual Property and (iv) material agreements transferring, assigning, indemnifying with respect to or otherwise relating to Intellectual Property used or held for use in the Business of Receiver and the Receiver Subsidiaries. The representations in Section 4.1(v) (Contracts) shall apply to the Receiver Licenses, provided, however, that the representations in Section 4.1(v) shall not be interpreted to require disclosure of a Receiver Contract or Receiver License solely for the reason of Receiver or a Subsidiary of Receiver being prohibited from

soliciting employees or personnel of a party to a Receiver Contract or Receiver License to the extent that such party's employees or personnel are providing services to Receiver or a Subsidiary of Receiver in the normal course of the business of Receiver or a Subsidiary of Receiver if disclosure of such Receiver Contract or Receiver License would not otherwise be called for.

(iii) No Infringement. To the Knowledge of Receiver, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Receiver, the conduct of the Businesses conducted by Receiver and the Receiver Subsidiaries does not infringe or otherwise conflict with the rights of any Person in respect of any Intellectual Property, and neither Receiver nor any Subsidiary of Receiver has received any written notice alleging the foregoing, or challenging the ownership or validity of any Receiver Owned Intellectual Property (including any cancellation, opposition, or other action before an intellectual property registry). To the Knowledge of Receiver, none of the Receiver Owned Intellectual Property is being infringed or otherwise used or being made available for use by any Person without a license or permission from Receiver or a Subsidiary of Receiver, as applicable.

(iv) Protection of Intellectual Property . Receiver or one of the Receiver Subsidiaries has taken commercially reasonable actions to ensure protection of the Receiver Owned Intellectual Property under applicable Law (including making and maintaining in full force and effect all necessary filings, registrations and issuances). Each of Receiver and the Receiver Subsidiaries has taken commercially reasonable actions to maintain the secrecy of all confidential Intellectual Property used in the Business of Receiver and the Receiver Subsidiaries. To the Knowledge of Receiver, none of Receiver or any Subsidiary of Receiver is using any material Receiver Owned Intellectual Property in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Receiver Owned Intellectual Property.

(v) Assignment; Privacy. Each employee of Receiver or the Receiver Subsidiaries or other Person who has created any Intellectual Property to be owned by Receiver or any Subsidiary of Receiver has validly and irrevocably assigned all of his, her or its rights in such Intellectual Property to Receiver or one of the Receiver Subsidiaries, as applicable. Each of Receiver and the Receiver Subsidiaries is in compliance with all applicable contractual and legal requirements pertaining to information privacy and security, including, without limitation, any privacy policy concerning the collection and use of personally-identifiable information, except where such failure would not reasonably be expected to have a Material Adverse Effect on Receiver.

(t) Insurance. Receiver and its Subsidiaries maintain policies of insurance in such amounts and against such risks as are reasonably customary in the industries in

which Receiver and its Subsidiaries operate (taking into account the cost and availability of such insurance). Except as would not reasonably be expected to have a Material Adverse Effect on Receiver, all such insurance policies are in full force and effect and will not terminate or lapse by reason of the consummation of the transactions contemplated hereby.

(u) Labor Matters. Receiver is not a party to or subject to, or currently negotiating in connection with entering into, any collective bargaining agreement or other contract with a labor union or organization. Since January 1, 2005, there has not occurred nor, to the Knowledge of Receiver has there been threatened, any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime, lockout or other similar labor activity or organizing campaign or activity with respect to any employees of Receiver or its Subsidiaries. There are no material labor disputes currently subject to any grievance, arbitration, litigation or other Claim and there is no representation, decertification or other labor-related petition or election pending or, to the Knowledge of Receiver, threatened with respect to any employee of Receiver or its Subsidiaries. Receiver and its Subsidiaries are in compliance with all applicable Laws relating to the employment of the Receiver Employees, including Laws relating to wages, employee and independent contractor classification, hours, collective bargaining, discrimination, civil rights, safety and health, worker notification requirements, immigration, workers' compensation, layoffs and the collection and payment of withholding Taxes and similar Taxes, except for such noncompliance, individually or in the aggregate, as would not reasonably be expected to have a Material Adverse Effect on Receiver.

(v) Contracts. Except as listed in Section 4.1(v) of the Receiver Disclosure Letter or as filed as exhibits to the Receiver SEC Documents, as of the date hereof, neither Receiver nor any Subsidiary of Receiver is a party to or bound by any of the following which is currently in effect with ongoing obligations of Receiver or such Subsidiary of Receiver (each such contract or agreement referenced in subparts (i) through (x) below or Section 4.1(s)(ii), a " Receiver Contract"):

(i) any agreement relating to direct or indirect Indebtedness of Receiver or any Subsidiary of Receiver in excess of $1,000,000, other than agreements among direct or indirect wholly-owned Receiver Subsidiaries and ordinary course trade payables and accrued expenses;

(ii) any joint venture, partnership, limited liability company or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any partnership or joint venture material to Receiver and its Subsidiaries, taken as a whole;

(iii) any agreement or series of related agreements, including any option agreement, relating to the acquisition or disposition of any Business or

material real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) any agreement entered into with (A) any Person directly or indirectly owning, controlling or holding the power to vote, 5% or more of the outstanding voting securities of Receiver, (B) any Person (other than a Subsidiary of Receiver) 5% or more of the outstanding voting securities of which are directly or indirectly owned, controlled or held with power to vote by Receiver or any Subsidiary of Receiver or (C) any current director or executive officer of Receiver or any "associates" or members of the "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any such director or executive officer;

(v) any agreement (including any exclusivity agreement) that purports to limit or restrict in any material respect either the type of business in which Receiver or its Subsidiaries may engage or the manner or locations in which any of them may so engage in any business (including any covenant not to compete) or which would require the disposition of any material assets or line of business of Receiver or its Subsidiaries;

(vi) any sales, distribution, agency, commission-based or other similar agreement with third parties (x) providing for the sale by Receiver or any Subsidiary of Receiver of such Person's products or services, or (y) providing for the sale by third parties of products of Receiver or any Subsidiary of Receiver, in each case, involving annual payments in the 2007 fiscal year or reasonably expected in the 2008 fiscal year to or by Receiver or any Subsidiary of Receiver in excess of $1,000,000 in the aggregate;

(vii) any material agreement with any U.S. federal or non-U.S. Governmental Entity;

(viii) any agreement that, to the Knowledge of Receiver, provides for continuing material indemnification obligations of Receiver or any of its Subsidiaries (other than indemnification obligations contained in (x) customer contracts or (y) contracts listed or referred to in Section 4.1(v) of the Receiver Disclosure Letter);

(ix) any "take-or-pay" agreements or agreements with "most-favored nations" terms; or

(x) any agreement otherwise required to be filed as an exhibit to an Annual Report on Form 10-K, as provided by Item 601 of Regulation S-K promulgated under the Exchange Act.

Each Receiver Contract is a valid and binding agreement of Receiver or the Subsidiary of Receiver party thereto, as the case may be, and is in full force and effect, enforceable against Receiver or the Subsidiary of Receiver, as applicable, and, to the Knowledge of Receiver, the counterparty thereto in accordance with its terms, except to the extent that the failure to be valid and binding and in full force and effect and enforceable, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Receiver and its Subsidiaries taken as a whole. None of Receiver or any Subsidiary of Receiver party thereto or, to the Knowledge of Receiver, any other party thereto is in default or breach under the terms of, or has provided any written notice of any intention to terminate, any such Receiver Contract, and, to the Knowledge of Receiver, no event or circumstance has occurred, or will occur by reason of this Agreement or the consummation of any of the transactions contemplated hereby, that, with or without notice or lapse of time or both, would constitute an event of default thereunder or would give rise to a right of termination, acceleration or material amendment thereof, except to the extent that the such default, breach, termination, event or circumstance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver. True, correct and complete copies of (i) each Receiver Contract (including all material modifications and amendments thereto) and (ii) all form contracts, agreements or instruments used in and material to Receiver and the Receiver Subsidiaries, taken as a whole, have been made available to Parent or Safety.

(w) Healthcare Law Compliance.

(i) Each of the products distributed, produced or sold by Receiver or its Subsidiaries that is subject to the jurisdiction of the FDA and the Drug Enforcement Administration through the Food, Drug and Cosmetic Act of 1938, as amended (the " FDCA"), the Public Health Service Act, as amended (the "PHSA"), the Controlled Substances Act, as amended (the " CSA"), and the regulations promulgated thereunder, is in compliance with all applicable requirements under the FDCA, the PHSA, the CSA and the regulations promulgated thereunder, except for any noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(ii) Neither Receiver nor any of its Subsidiaries has knowingly committed any violation of the rules and regulations of the Food and Drug Administration (the "FDA"), which has not been cured by Receiver or its Subsidiaries or waived by the FDA, except for any violations as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(iii) Neither Receiver nor any of its Subsidiaries has received written notice from a Governmental Entity that any product being distributed, processed

or sold by Receiver or any of its Subsidiaries are the subject of any warning letter, notice of violation, seizure, injunction, regulatory enforcement action, or criminal action issued, initiated, or, threatened by the FDA, or any comparable state, federal or foreign governmental entity during the three (3)-year period prior to the date hereof, except for any such notices as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(iv) Neither Receiver nor any of its Subsidiaries has received any written notice from the FDA or any other comparable state, federal or foreign Governmental Entity that it has commenced, any action to withdraw approval, place sales or marketing restrictions on or request the recall of any product distributed, processed or sold by Receiver or any of its Subsidiaries, or that it has commenced any action to enjoin or place restrictions on the production of any product distributed or sold by Receiver or any of its Subsidiaries, except for any actions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

(v) To the Knowledge of Receiver, no officer, employee or agent of Receiver or of its Subsidiaries has made an untrue statement of a material fact or fraudulent statement to the FDA or any other comparable Governmental Entity, failed to disclose a material fact required to be disclosed to the FDA or any other comparable Governmental Entity, or committed an act, made a statement, or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA or any other comparable Governmental Entity to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Federal Register 46191 (September 10, 1991) or any similar policy, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver.

Section 4.2 Representations and Warranties Regarding Safety and Parent. Except as otherwise disclosed in the corresponding sections or subsections of the letter (the "Safety Disclosure Letter") delivered to Receiver by Parent and Safety upon or prior to the execution of this Agreement, or as expressly permitted or required by this Agreement or any agreement contemplated hereby, Safety and Parent jointly and severally represent and warrant to Receiver and agree as follows:

(a) Organization, Standing and Power. Each of Parent and Safety is a corporation or other legal entity duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to enable it to own, lease or otherwise hold its properties and assets and to conduct its Businesses in the manner in which it is currently being conducted, except where the failure to be so organized, existing and in good standing or

to have such power and authority, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect on Safety or Parent, as the case may be. Each of Parent and Safety is duly qualified or licensed to do business in each jurisdiction where the nature of its Business or the ownership or leasing of its properties make such qualification or licensing necessary, except where the failure to be so qualified or licensed, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety or Parent. Safety and Parent have made available to Receiver prior to the execution of this Agreement true and complete copies of the Articles of Organization of Safety, the limited liability company agreement of Safety, the memorandum of association and articles of association of Parent, in each case as amended to the date of this Agreement.

(b) Subsidiaries. All of the outstanding shares of capital stock of, or other equity interests in, Safety are owned, directly or indirectly, by Parent, free and clear of all Liens. Safety does not have any Subsidiaries and does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any other Person.

(c) Capital Structure.

(i) All limited liability interests in Safety are held by QB Holdings.

(ii) There are no preemptive or similar rights on the part of any holder of any class of securities of Safety. Safety does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the sole member of Safety on any matter submitted to shareholders or a separate class of holders of capital stock. There are not, as of the date hereof, and as of the Effective Time there will not be any options, warrants, restricted stock, restricted stock units, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which Safety or any of its Affiliates is a party or by which Safety or any of its Affiliates is bound (i) obligating Safety to issue, deliver, sell or transfer or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred or repurchased, redeemed or otherwise acquired, any equity interest in Safety, or any security exchangeable or exercisable for or convertible into any shares of the capital stock of, or other equity interest in Safety, (ii) obligating Safety to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (iii) obligating Safety pursuant to any right of first offer, right of first negotiation, right of first refusal, co-sale or similar provisions or (iv) giving any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in Safety.

As of the date hereof, there are no outstanding contractual obligations of Safety to sell, repurchase, redeem or otherwise acquire or to register any shares of capital stock of, or other equity interests in, Safety. There are no proxies, voting trusts or other agreements or understandings to which Safety is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, Safety.

(d) Authority for Agreements.

(i) Each of Parent and Safety has all requisite corporate power or other power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to the approval of this Agreement and the Merger by the holders of a majority of the outstanding shares of Parent stock entitled to vote in accordance with applicable Law and Parent's Constituent Documents (the " Parent Shareholder Approval"), to consummate the Merger and the other transactions contemplated hereby. The execution, delivery and performance of this Agreement by each of Parent and Safety and the consummation by each of Parent and Safety of the Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Safety and Parent are necessary for them to authorize this Agreement or to consummate the transactions contemplated hereby, except for Parent Shareholder Approval. This Agreement has been duly and validly executed and delivered by each of Parent and Safety and, assuming due authorization, execution and delivery by Receiver, is a legal, valid and binding obligation of each of Parent and Safety, enforceable against each of Parent and Safety in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(ii) QB Holdings, as sole member of Safety, duly and unanimously adopted resolutions (A) approving this Agreement, the Merger and the other transactions contemplated hereby, (B) determining that the terms of the Merger and the other transactions contemplated hereby are fair to and in the best interests of Safety and QB Holdings and (C) rendering restrictions on business combinations, if any, contained in the LLC Act hereby inapplicable to this Agreement, the transactions contemplated by this Agreement and to Receiver and its Subsidiaries.

(iii) The Board of Directors of Parent, at a meeting duly called and held, duly adopted resolutions (A) approving this Agreement, the Merger and the other transactions contemplated hereby, (B) resolving that this Agreement would promote the success of the Parent and would be in the best interests of its shareholders as a whole, (C) resolving to recommend that Parent's shareholders

approve this Agreement, the Merger and the other transactions contemplated hereby in the manner required by LR13.3.1R(5) of the Listing Rules of the Financial Service Authority (the "Parent Recommendation") and to take all steps necessary to obtain such approval (including the preparation and posting to the Parent's shareholders of a Circular) and (D) rendering any restrictions on business combinations inapplicable to this Agreement, the transactions contemplated by this Agreement and Receiver and its Subsidiaries.

(e) Consents and Approvals; No Violations.

(i) Assuming compliance with the matters set forth in Section 4.2(e)(ii) and Section 4.2(e)(iii) and the receipt of Parent Shareholder Approval, the execution and delivery of this Agreement by each of Parent and Safety does not, and the performance by each of Parent and Safety of its respective obligations hereunder, including the consummation of the transactions contemplated hereby will not, (A) conflict with any provision of Safety's or Parent's Constituent Documents; (B) result (with or without the giving of notice or the lapse of time or both) in any violation of or default or loss of a benefit under, or permit the acceleration, amendment or termination of any obligation under, any mortgage, indenture, lease, permit, concession, grant, franchise, license, agreement or other instrument or obligation to which Parent or Safety is a party or by which Parent or Safety or any of their respective properties, assets or rights are bound; (C) violate any Law binding upon or applicable to Parent or Safety; (D) result in the creation or imposition of any Lien upon any properties, assets or rights of Parent or Safety or (E) cause the suspension or revocation of any permit, license, governmental authorization, consent or approval under which Parent or Safety conducts its business, except in the case of clauses (B), (C), (D) and (E) above, which would not either (x) prevent or materially impede the ability of Parent or Safety to consummate (or cause the consummation) the transactions contemplated hereby or (y) reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety.

(ii) Except for (A) Parent Shareholder Approval, (B) such consents or approvals listed in Section 4.2(e)(ii) of the Safety Disclosure Letter and (C) those consents or approvals the failure of which to be obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, no consent or approval of any other Person (other than any Governmental Entity) is required to be obtained by Safety for the execution, delivery or performance of this Agreement by Safety, the performance by Safety of its obligations hereunder or the consummation by Safety of the transactions contemplated hereby.

(iii) Except with respect to those consents, approvals, orders, authorizations, declarations, registrations or filings the failure of which to be

made or obtained would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety or prevent or materially impede the ability of Parent or Safety to consummate (or cause the consummation of) the transactions contemplated hereby, no consent, approval, order or authorization of, or declaration, registration or filing with, or notice to, any Governmental Entity is required to be made or obtained by Safety or Parent in connection with the execution or delivery of this Agreement by Safety and Parent or the consummation by Safety and Parent of the transactions contemplated hereby, except for (i) compliance by Safety with the HSR Act and (ii) the filing of the applicable Certificate of Merger with the Secretary of State of the State of North Carolina and the Secretary of State of Delaware in accordance with the LLC Act and the DGCL, respectively.

(f) Financial Statements.

(i) Section 4.2(f) of the Safety Disclosure Letter sets forth true and complete copies of unaudited financial statements of Safety at and for the periods ended May 31, 2005, May 31, 2006 and May 31, 2007 and all subsequent unaudited interim financial statements at and for the period ended November 31, 2007, in each case prepared on a consistent basis and in accordance with GAAP (subject, in the case of such interim financial statements, to normal year-end adjustments, which will not be material to Safety) (together, the " Safety Financial Statements"). The Safety Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of Safety at and for the respective periods indicated, in each case in conformity with GAAP and have been prepared in accordance with the books and records of Safety.

(ii) The Safety Audited Financial Statements will, when delivered, (x) be prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and (y) present fairly, in all material respects, the financial position of Safety as at the dates thereof and the results of its operations and its cash flows for the periods then ended, in each case in conformity with GAAP.

(iii) Safety's system of internal accounting controls provides reasonable assurance: (x) that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS; (y) that receipts and expenditures are made only in accordance with management's general or specific authorization; and (z) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Safety's assets that could materially affect Safety's financial statements. Safety has disclosed, based on its most recent evaluation of such internal controls and procedures prior to the date hereof to its independent auditors and its member (A) any significant deficiencies and material weaknesses in the design or operation of Safety's internal controls

over financial reporting that are reasonably likely to adversely affect in any material respect Safety's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees of Safety who have a significant role in Safety's internal controls over financial reporting. Safety has provided to Receiver any such disclosure made by management to Safety's independent auditors and its member.

(g) Parent Controls. The system of internal control of the Parent and its Subsidiaries, so far as it relates to Safety and the business carried on by Safety, is as described on pages 47 and 48 of the annual report of Parent for the year ended 31 May 2007, (ii) Parent and its Subsidiaries operate an internal system of controls which is sufficient to facilitate compliance by Parent with all applicable Laws (including the Listing Rules and Disclosure and Transparency Rules of the Financial Services Authority) in relation to the making of announcements and public filings in connection with Safety and the business carried on by Safety and (iii) Parent has complied with all such Laws in relation to the making of all such announcements and public filings.

(h) Absence of Certain Changes or Events. From November 30, 2007 through the date hereof, there has not been any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Safety. From November 30, 2007 through the date hereof, Safety has conducted its Business in all material respects only in the ordinary course of business consistent with past practice and there has not been:

(i) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Safety's capital stock, equity or voting interests;

(ii) any purchase, redemption or other acquisition of any equity or voting interests in Safety or any options, warrants, calls or rights to acquire such interests;

(iii) any amendments, changes or other modifications to the Constituent Documents of Safety;

(iv) any incurrence of material Indebtedness;

(v) any split, combination or reclassification of any of Safety's capital stock or other equity or voting interests or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of capital stock of, or other equity or voting interests in, Safety;

(vi) except as required to comply with applicable Law, any contract existing on the date hereof, any provision of any Safety Employee Plan, or

Safety's compensation policies as in effect on the date hereof, (A) any granting by Safety to any current or former director or executive officer of any material increase in compensation, bonus or other benefits or (B) any granting to any current or former director or executive officer of the right to receive any material severance or termination pay, or material increases therein;

(vii) except (A) as expressly required under any Safety Employee Plan or award agreement thereunder existing on December 31, 2007, (B) as required to comply with applicable Law or (C) payments or grants to any non-executive officer, (i) any compensatory grant of Safety limited liability interests or Parent stock or other award the value of which is measured by reference to Safety limited liability interests or Parent stock and for which Safety could have any liability or obligation (each, a "Safety or Parent Equity Award"), (ii) any settlement of any Safety or Parent Equity Award (whether for cash or Safety limited liability interests or Parent stock) or (iii) the removal or modification of any restrictions with respect to any Safety or Parent Equity Award (including any discretionary vesting of Safety or Parent Equity Award);

(viii) except (x) to the extent required to comply with applicable Law (including amendments to the extent necessary or deemed reasonably advisable by Safety to bring Safety Employee Plans into compliance with Section 409A of the Code without material increase in costs to Receiver of such plans, as amended), (y) for terminations, adoptions and amendments of broad-based Safety Employee Plans or non-executive officer Safety Employee Plans in the ordinary course of business consistent with past practice and (z) for terminations, adoptions, or amendments which relate to similarly situated employees of Parent and its Subsidiaries and for which Parent will at all times be solely liable, (A) any termination, adoption, or amendment or any agreement to terminate, adopt or amend in each case in any material respect any Safety Employee Plan (including any such plan that would constitute a Safety Employee Plan if it were to be adopted and including any related trust agreement or other operative agreement relating to a Safety Employee Plan), (B) any material change or agreement to materially change any actuarial or other assumption used to calculate funding obligations with respect to any Safety Employee Plan (C) any material change in the timing or manner in which contributions to any Safety Employee Plan are made or the basis on which such contributions are determined or (D) any acceleration of the vesting of benefits or awards, or other material changes to the timing or manner in which benefits or awards vest under any Safety Employee Plan;

(ix) any material change in financial or tax accounting methods, principles or practices by Safety, except insofar as may have been required by a change in IFRS or applicable Law or regulations;

(x) any revaluation by Safety of any assets that are material to Safety;

(xi) any consummation of, or entrance into any agreement for, any acquisition, by means of merger or otherwise, of any material properties, rights, assets or securities or any sale, lease, license, encumbrance or other disposition of material assets, property rights or securities, in each case involving the payment or receipt of consideration of $675,000 or more (inclusive of assumed debt), except for purchases, sales or licensing arrangements made in the ordinary course of business and consistent with past practice;

(xii) any institution, settlement or agreement to settle any material litigation, action or proceeding before any Governmental Entity;

(xiii) any resignation or termination, or, to the Knowledge of Safety, written notice of any pending resignation or termination, of any executive officer of Safety; or

(xiv) any material increase or decrease in the aggregate number of Persons employed by Safety, taken as a whole, except increases or decreases in the ordinary course of business consistent with past practice.

(i) Litigation. As of the date hereof, there is (i) no material Claim pending or, to the Knowledge of Safety, threatened in writing, against or involving Safety or Parent, or Safety's respective assets, properties or rights, or, to the Knowledge of Safety, any of Safety's officers, employees or directors in their capacity as such and (ii) no material order of any Governmental Entity or arbitrator is outstanding against Safety.

(j) Compliance with Laws and Regulations.

(i) (A) Safety is and, since January 1, 2005 has been, in compliance with all applicable Laws (including Laws relating to HIPAA and other applicable federal and state privacy and data protection Laws) and, (B) to the Knowledge of Safety, is not under investigation with respect to, and since January 1, 2005 has not been threatened to be charged with or given notice of any material violation of, any Law, except, in the case of (A) or (B), for any violations or non-compliance that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety. Notwithstanding anything contained in this Agreement to the contrary, no representation or warranty shall be deemed to be made in this Section 4.2(j)(i) to the extent otherwise covered by representations and warranties contained in Section 4.2(f) (Safety Financial Statements), Section 4.2(k) (Environmental Matters), Section 4.2(m) (Taxes), Section 4.2(o) (Employee Benefit Plans) or Section 4.2(t) (Labor Matters).

(ii) Safety possesses all federal, state, local and foreign governmental licenses, authorizations, consents, permits, registrations and approvals, and has otherwise satisfied all applicable legal or regulatory requirements, necessary for it to own, lease or operate its properties and assets and to carry on its Business as now conducted (collectively, "Safety Permits"), and no default has occurred under any such Safety Permit, except where such failure or default thereunder would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety. Safety has not received since January 1, 2006 written notification from any Governmental Entity of any intent to revoke or terminate any such Safety Permit, except for any such revocation or termination which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety.

(k) Environmental Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety, (i) Safety is, and since January 1, 2005 has been, in compliance with all applicable Environmental Laws, (ii) there are no pending or, to the Knowledge of Safety, threatened, Claims alleging a violation of or liability under any Environmental Law by Safety and (iii) no Releases of Hazardous Substances have occurred at, on, above, under or from any properties currently or formerly owned, leased, operated or used by Safety or any predecessors in interest that have resulted or are reasonably likely to result in any investigation or remediation by Safety under any Environmental Law. Safety has made available to Receiver a copy of all material environmental reports in Safety's possession relating to environmental conditions at any property currently owned or leased by Safety. This Section 4.2(k) and Section 4.2(o) and Section 4.2(t) set forth the sole representations and warranties of Safety with respect to environmental or occupational health or safety matters, including all matters arising under Environmental Laws.

(l) Absence of Undisclosed Liabilities. Safety does not have any liabilities, known or unknown, contingent or otherwise that are of a nature that would be required to be disclosed by IFRS, except for liabilities (a) set forth in the books and records of Safety used to prepare the Safety Financial Statements, (b) incurred in the ordinary course of business consistent with past practice since the date of such financial statements which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, (c) which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety or (d) expressly permitted and contemplated by this Agreement.

(m) Taxes.

(i) Safety has (A) duly and timely filed with the appropriate Taxing Authorities all material Tax Returns required to be filed by Safety in respect of any Taxes, which Tax Returns were true, correct and complete in all material respects, (B) duly and timely paid or withheld all material Taxes that are due and

payable by Safety, whether or not such Taxes were shown as due on any Tax Returns and (C) complied in all material respects with all Laws applicable to the withholding of Taxes and has timely withheld and paid over to the respective proper Taxing Authorities all material amounts required to be so withheld and paid over.

(ii) There (A) is no material deficiency, claim, audit, suit, proceeding, request for information or investigation now pending or outstanding, or to the Knowledge of Safety threatened, against or with respect to Safety in respect of any Taxes or Tax Returns and (B) are no closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings entered into or issued by any Taxing Authority with or to Safety that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Safety for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003).

(iii) The consolidated U.S. federal income Tax Returns which include Safety have been examined by the IRS (or the applicable statutes of limitation for the assessment of U.S. federal income Taxes for such periods have expired) for all periods through and including May 31, 2005. Safety has not granted, in writing, any requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes with respect to any such Tax Returns of Safety which is currently in effect.

(iv) Since January 1, 2000, Safety has not constituted either a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(v) Safety has not agreed to make and is not required to make any material adjustment under Section 481(a) of the Code by reason of a change in accounting method that affected or could reasonably be expected to affect, to a material extent, the taxable income or loss of Safety for a taxable year beginning on or after January 1, 2000 in the case of U.S. federal income Taxes or on or after January 1, 2003 in the case of other Taxes (in the case of U.S. federal income Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000, and in the case of other Taxes without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2003).

(vi) Safety has not been a member of any affiliated group within the meaning of Section 1504(a) of the Code, or any similar affiliated, combined, consolidated or unitary group for tax purposes under state, local or foreign Law (in all cases, other than a group the common parent of which is DGP or any Subsidiary of DGP) and does not have any liability (including pursuant to any tax sharing agreement, as transferee or successor or otherwise) for the Taxes of any Person (other than DGP and its Subsidiaries) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law.

(vii) Safety has not participated in any "listed transaction" or "transaction of interest" (within the meaning of Treasury Regulations §§1.6011-4(c)(3)(i)(A)) and (E)) that affected or could reasonably be expected to affect, to a material extent, the U.S. federal taxable income or loss of Safety for a taxable year beginning on or after January 1, 2000 (without taking into account any net operating losses carried over from a taxable year beginning prior to January 1, 2000).

(viii) Subject to clause (ii) of Section 2.8, Safety has not taken or agreed to take any action (nor is it aware of any agreement, plan or circumstance) that to the Knowledge of Safety is reasonably likely to prevent the Merger from being treated as a reorganization under Section 368(a) of the Code.

(ix) Safety is not, nor has Safety been at any time during the period described in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897 of the Code.

(n) Real Property; Title to Properties; Absence of Liens.

(i) Safety does not have an ownership interest in any real property.

(ii) Section 4.2(n) of the Safety Disclosure Letter sets forth, as of the date hereof, a true and complete list of all material real property leased or subleased to or by Safety or in which Safety has an interest (collectively, the "Safety Leased Real Property"). Safety has a valid leasehold interest, in all material respects, in all Safety Leased Real Property leased by Safety free and clear of all Liens except Permitted Liens.

(iii) With respect to the Safety Leased Real Property, (A) each of the agreements by which Safety has obtained a leasehold interest in such Safety Leased Real Property (each, a "Safety Lease") is, to the Knowledge of Safety, in full force and effect in accordance with its respective terms, (B) to the Knowledge of Safety, there exists no default under any Safety Lease and no circumstance exists which, with or without the giving of notice, the passage of time or both, would constitute or result in such a default and (C) to the Knowledge of Safety,

there are no leases, subleases, licenses, concessions or any other contracts granting to any Person other than Safety any right to the possession, use, occupancy or enjoyment of any Safety Leased Real Property or any portion thereof,.

(iv) Safety has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible assets and properties, in each case free and clear of all Liens, except where failure to have such good and valid title or a valid leasehold interest, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Safety.

(v) The properties, assets and rights presently owned, leased or licensed by Safety include all properties, assets and rights necessary to permit Safety to conduct its Business in all material respects in the same manner as its Business is being conducted as of the date of this Agreement after giving effect to the actions contemplated by Section 6.9(a) and Section 6.9(b) and the execution and delivery of the Trademark Agreement and the Software Agreement as of the Effective Time.

(o) Employee Benefit Plans.

(i) Section 4.2(o)(i) of the Safety Disclosure Letter contains as of the date hereof a true and complete list of all material Safety Employee Plans. " Safety Employee Plans" means all "employee benefit plans" (as defined in Section 3(3) ERISA, including multiemployer plans within the meaning of Section 3(37) of ERISA) and all employment, consulting, severance, change-in-control or similar contracts, plans or policies and other plans (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock or equity related rights, incentive or deferred compensation, insurance (including any self-insured arrangements), health or medical benefits, vacation, fringe benefits, severance benefits or post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits), (A) under which any current or former employee, manager, director or consultant of Safety ("Safety Employees") has any present or future right to benefits and that is maintained or contributed to by Safety or Parent or any of its Subsidiaries or (B) that is maintained or contributed to by Safety and that Safety or the Surviving Company or any of their respective Subsidiaries will have any present or future liability, other than benefit arrangements required by applicable Law.

(ii) With respect to each material Safety Employee Plan (and, if applicable, related trusts, funding agreements or insurance policies), Safety has made available to Receiver a current and complete copy thereof and all amendments thereto, and to the extent applicable, (w) for the three most recent

plan years (A) annual actuarial valuation reports, (B) Forms 5500 (including all schedules thereto) and Forms 990 and (C) audited financial reports, prepared in connection with any Safety Employee Plan or related trust, (x) the most recent determination letter, if applicable, (y) the most recent summary plan description and other material written communications by Parent or Safety to Safety Employees and (z) a summary of any material amendments or changes scheduled to be made to the Safety Employee Plan during the twelve months immediately following the date hereof, other than amendments or changes to reflect a change in applicable Law.

(iii) (A) Each Safety Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that such Safety Employee Plan is qualified and exempt from U.S. federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, or has pending with the IRS an application for such letter, or is entitled to rely on an opinion letter from the IRS, and all terms and conditions of each determination letter or opinion letter, as appropriate, have been complied with; (B) no such determination letter has been revoked or denied nor, to the Knowledge of Safety, has revocation or denial been threatened, and no event has occurred, and no condition exists, that would reasonably be expected to result in the revocation or denial of any determination letter; (C) each Safety Employee Plan has been established and maintained in material compliance with its terms and with the requirements of Law, including ERISA and the Code, that are applicable to such Safety Employee Plan; (D) there are no pending, or, to the Knowledge of Safety, threatened or anticipated claims (other than routine claims for benefits) involving a Safety Employee Plan which could reasonably be expected to result in any material liability to Safety and (E) all contributions or other amounts payable by Safety as of the date hereof with respect to each Safety Employee Plan have been paid or accrued in accordance with IFRS (other than with respect to amounts not yet due).

(iv) Safety does not have any obligations for post-employment health or life benefits for retired, former or current employees of Safety, except as required by Law.

(v) The consummation of the Merger and the other transactions contemplated hereby will not, alone or in connection with any other events, result in any payment or deemed payment that could reasonably be construed to constitute an "excess parachute payment" for purposes of Section 280G or 4999 of the Code. Except as set forth in Section 4.2(o)(v) of the Safety Disclosure Letter, no person is entitled to receive any additional payment from Safety as a result of the imposition of the excise tax under Section 4999 of the Code.

(vi) Except as specifically provided herein, the consumption of the Merger and the other transactions contemplated hereby will not (A) entitle any current or former director, officer, manager or employee of Safety to severance pay, (B) accelerate the time of payment or vesting or trigger any payment or funding (whether through a grantor trust or otherwise) of compensation or benefits under, increase the amount allocable or payable or trigger any other material obligation pursuant to, any of the Safety Employee Plans or (C) result in any breach or violation of, or any default under, any of the Safety Employee Plans.

(vii) No Safety Employee Plan is subject to Title IV of ERISA, and Safety has no liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, under Section 412 of the Code or Title IV of ERISA. Neither Safety nor any of its Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any "multiemployer plan", as defined in Section 3(37) of ERISA, or any employee benefit plan, program or arrangement that is subject to Title IV of ERISA or Section 412 of the Code.

(viii) There is no pending or, to the Knowledge of Safety, threatened material litigation, investigation, action, suit, audit or proceeding relating to the Safety Employee Plans by or before any Governmental Entity.

(ix) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, (A) all Safety Foreign Benefit Plans are in compliance with applicable foreign law and (B) any such Safety Foreign Benefit Plan required to be registered under applicable Law has been so registered and has been maintained in good standing with all applicable regulatory authorities.

(x) Each Safety Employee Plan that is a Nonqualified Deferred Compensation Plan and any award thereunder has been operated since January 1, 2005 based upon a good faith, reasonable interpretation of Section 409A of the Code and any authority required or permitted to be relied upon thereunder, including, without limitation, (x) the proposed regulations issued thereunder, (y) the final regulations issued thereunder or (z) Internal Revenue Service Notice 2005-1.

(p) Voting Requirements. (i) Parent Shareholder Approval at a Parent Shareholders Meeting is the only vote of the holders of any class or series of Parent's capital shares and (ii) the approval of QB Holdings, as sole member of Safety, which approval has been obtained, is the only approval of the holders of any equity interests in Safety, in each case necessary to approve or adopt this Agreement, the Merger and the other transactions contemplated hereby.

(q) Brokers; Schedule of Fees and Expenses. Except for Lehman Brothers, Deutsche Bank and JPMorganCazenove, the costs and expenses of which shall be paid by Parent or Safety, as the case may be, Safety and Parent have not engaged any investment banker, broker or finder in connection with the transactions contemplated by this Agreement who might be entitled to any fee or any commission in connection with or upon consummation of the Merger or the other transactions contemplated hereby.

(r) Intellectual Property.

(i) Owned Intellectual Property. Schedule 4.2(r)(i) of the Safety Disclosure Letter lists as of the date hereof all Intellectual Property owned by Safety (the "Safety Owned Intellectual Property") that is registered or subject to an application for registration and that is material to the Business of Safety. Safety is the exclusive owner of the Safety Owned Intellectual Property set forth in Schedule 4.2(r)(i) of the Safety Disclosure Letter and, to the Knowledge of Safety, of the Trade Secrets owned by Safety free and clear of any Liens other than Permitted Liens. To the Knowledge of Safety, the Safety Owned Intellectual Property is subsisting, valid and enforceable.

(ii) Licenses and Other Agreements. Schedule 4.2(r)(ii) of the Safety Disclosure Letter lists as of the date hereof all material agreements to which Safety is a party or by which any of them is otherwise bound that relate to Intellectual Property that Safety reasonably anticipates will involve aggregate payments or consideration furnished by or to Safety of more than $1,000,000 in any year (the " Safety Licenses"), other than the Safety Contracts that are set forth on Schedule 4.2(u), including (A) material licenses of Intellectual Property to Safety by any other Person, (B) material licenses of Intellectual Property to any other Person by Safety, (C) material agreements otherwise granting or restricting the right to use Intellectual Property and (D) material agreements transferring, assigning, indemnifying with respect to or otherwise relating to Intellectual Property used or held for use in the Business of Safety. The representations in Section 4.2(u) shall apply to the Safety Licenses, provided, however, that the representations in Section 4.2(u) shall not be interpreted to require disclosure of a Safety Contract or Safety License solely for the reason of Safety being prohibited from soliciting employees or personnel of a party to a Safety Contract or Safety License to the extent that such party's employees or personnel are providing services to Safety in the normal course of the business of Safety if disclosure of such Safety Contract or Safety License would not otherwise be called for.

(iii) No Infringement. To the Knowledge of Safety, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Safety, the conduct of the Businesses conducted by Safety does not infringe or otherwise conflict with the rights of any Person in respect of any Intellectual Property, and Safety has not received any written notice alleging the

foregoing, or challenging the ownership or validity of any Safety Owned Intellectual Property (including any cancellation, opposition, or other action before an intellectual property registry). To the Knowledge of Safety, none of the Safety Owned Intellectual Property is being infringed or otherwise used or being made available for use by any Person without a license or permission from Safety.

(iv) Protection of Intellectual Property. Safety has taken commercially reasonable actions to ensure protection of the Safety Owned Intellectual Property under applicable Law (including making and maintaining in full force and effect all necessary filings, registrations and issuances). Safety has taken commercially reasonably actions to maintain the secrecy of all confidential Intellectual Property used in the Business of Safety. To the Knowledge of Safety, Safety is not using any material Safety Owned Intellectual Property in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Safety Owned Intellectual Property.

(v) Assignment; Privacy. Each employee of Safety or other Person who has created any Intellectual Property to be owned by Safety has validly and irrevocably assigned all of his, her or its rights in such Intellectual Property to Safety. Safety is in compliance with all applicable contractual and legal requirements pertaining to information privacy and security, including, without limitation, any privacy policy concerning the collection and use of personally-identifiable information, except where such failure would not reasonably be expected to have a Material Adverse Effect on Safety.

(s) Insurance. Safety maintains policies of insurance in such amounts and against such risks as are reasonably customary in the industries in which Safety operates (taking into account the cost and availability of such insurance). Except as would not reasonably be expected to have a Material Adverse Effect on Safety, all such insurance policies are in full force and effect and will not terminate or lapse by reason of the consummation of the transactions contemplated hereby.

(t) Labor Matters. Safety is not a party to or subject to, or currently negotiating in connection with entering into, any collective bargaining agreement or other contract with a labor union or organization. Since January 1, 2005, there has not occurred nor, to the Knowledge of Safety has there been threatened, any material strike, slowdown, picketing, work stoppage, concerted refusal to work overtime, lockout or other similar labor activity or organizing campaign or activity with respect to any employees of Safety. There are no material labor disputes currently subject to any grievance, arbitration, litigation or other Claim and there is no representation, decertification or other labor-related petition or election pending or, to the Knowledge of Safety, threatened with respect to any employee of Safety. Safety is in compliance with all applicable Laws relating to the employment of the Safety Employees, including Laws relating to wages, employee and independent contractor classification, hours, collective

bargaining, discrimination, civil rights, safety and health, worker notification requirements, immigration, workers' compensation, layoffs and the collection and payment of withholding Taxes and similar Taxes, except for such noncompliance, individually or in the aggregate, as would not reasonably be expected to have a Material Adverse Effect on Safety. There are and at Closing, there will be no Persons on the payroll of or otherwise employed by Safety who principally perform duties or services for Parent or any Affiliate of Parent (other than Safety) or other Person.

(u) Contracts. Except as listed in Schedule 4.2(u) of the Safety Disclosure Letter, as of the date hereof, Safety is neither a party to nor bound by any of the following which is currently in effect with ongoing obligations of Safety (each such contract or agreement referenced in subparts (i) through (xii) below, or Schedule 4.2(r)(ii), a "Safety Contract"):

(i) any agreement relating to direct or indirect Indebtedness of Safety in excess of $1,000,000, other than ordinary course trade payables and accrued expenses;

(ii) any joint venture, partnership, limited liability company or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any partnership or joint venture material to Safety;

(iii) any agreement or series of related agreements, including any option agreement, relating to the acquisition or disposition of any Business or material real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) any agreement entered into with (A) any Person directly or indirectly owning, controlling or holding the power to vote, 5% or more of the outstanding voting securities of Safety, (B) any Person 5% or more of the outstanding voting securities of which are directly or indirectly owned, controlled or held with power to vote by Safety or (C) any current director or executive officer of Safety or any "associates" or members of the "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any such director or executive officer;

(v) any agreement (including any exclusivity agreement) that purports to limit or restrict in any material respect either the type of business in which Safety (or, after the Effective Time, the Surviving Company) may engage or the manner or locations in which any of them may so engage in any business (including any covenant not to compete) or which would require the disposition of any material assets or line of business of Safety or, after the Effective Time, the Surviving Company;

(vi) any sales, distribution, agency, commission-based or other similar agreement with third parties (x) providing for the sale by Safety of such Person's products or services or (y) providing for the sale by third parties of products of Safety, in each case involving annual payments in the 2007 fiscal year or reasonably expected during the 2008 fiscal year to or by Safety in excess of $1,000,000 in the aggregate;

(vii) any material agreement with any U.S. federal or non-U.S. Governmental Entity;

(viii) any agreement that, to the Knowledge of Safety, provides for continuing material indemnification obligations of Safety (other than indemnification obligations contained in (x) customer contracts or (y) contracts listed or referred to in Section 4.2(u) of the Safety Disclosure Letter);

(ix) any "take-or-pay" agreements or agreements with "most-favored nations" pricing terms;

(x) any contract, understanding or agreement (whether or not in writing) between Safety, on the one hand, and Parent and its Subsidiaries (other than Safety), on the other hand;

(xi) any guarantees, indemnification obligations, letters of credit, letters of comfort, bid bonds or performance or surety bonds or cash or other collateral relating to the Business of Parent and its Subsidiaries (other than the Business of Safety); or

(xii) any agreement that would have been required to be filed as an exhibit to an annual report on Form 10-K as provided by Item 601 of Regulation S-K promulgated under the Exchange Act, if Safety was subject to the reporting requirement thereof;

Each Safety Contract is a valid and binding agreement of Safety and is in full force and effect, enforceable against Safety, and, to the Knowledge of Safety, the counterparty thereto in accordance with its terms, except to the extent that the failure to be valid and binding and in full force and effect and enforceable, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Safety. Neither Safety nor, to the Knowledge of Safety, any other party thereto is in default or breach under the terms of, or has provided any written notice of any intention to terminate, any such Safety Contract and, to the Knowledge of Safety, no event or circumstance has occurred, or will occur by reason of this Agreement or the consummation of any of the transactions contemplated hereby, that, with or without notice or lapse of time or both, would constitute an event of default thereunder or would give rise to a right of termination, acceleration or material amendment thereof, except to the extent that such

default, breach, termination, event or circumstance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Safety. True, correct and complete copies of (i) each Safety Contract (including all material modifications and amendments thereto) and (ii) all form contracts, agreements or instruments used in and material to Safety have been made available to Receiver.

(v) Information Supplied. None of the information supplied or to be supplied by Parent or Safety specifically for inclusion in the Proxy Statement will, at the time of being so supplied contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, and Parent and Safety will update such information in a timely manner to the extent that any previously supplied information may, with the passage of time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(w) Affiliate Transactions. Since January 1, 2006, Safety has not engaged in any transaction that would have been required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act and Exchange Act if Safety were subject to the reporting requirements thereof during such period.

(x) Assets and Properties. After giving effect to the actions contemplated by Section 6.9(a), Section 6.9(b) and Section 6.9(e) and the execution and delivery of the Trademark Agreement and the Software Agreement, the assets and properties (including Intellectual Property) owned, leased or licensed by Safety constitute all of the assets and properties (including Intellectual Property) used or held for use by Parent or any of Parent's Subsidiaries or Affiliates in connection with Parent's healthcare business division other than (a) assets that, individually or in the aggregate, are not material to such Business and (b) assets identified in Section 4.2(x) of the Safety Disclosure Letter.

(y) Lack of Ownership of Receiver Common Stock . Neither Parent nor any of its Subsidiaries or Affiliates beneficially owns or, since January 1, 2005 has beneficially owned, directly or indirectly, any shares of Receiver Common Stock or other securities convertible into, exchangeable into or exercisable for shares of Receiver Common Stock (other than, for the avoidance of doubt, any shares of Receiver Common Stock that may be held in any mutual fund offered by a Parent- or Safety-sponsored pension plan). There are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries or Affiliates is a party with respect to the voting of the capital stock or other equity interest of Receiver or any of Receiver's Subsidiaries.

(z) Absence of Arrangements with the Surviving Company . Other than the Relationship Agreement, the Trademark Agreement, the Transition Services Agreement and the Software Agreement, as of the Effective Time, there will be no contracts,

undertakings, commitments, agreements, obligations or understandings between Parent and its Affiliates, on the one hand, and Receiver or any of its Subsidiaries or their respective Boards of Directors, on the other hand.

(aa) Opinion of Financial Advisor. The Board of Directors of Parent has received the opinion of Lehman Brothers to the effect that, as of the date of such opinion, the value to be received by Parent in connection with this Merger and the transactions contemplated hereby are fair, from a financial point of view, to Parent, a signed copy of which opinion will be delivered to Receiver solely for informational purposes after receipt thereof by Parent.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 Conduct of Business by Receiver. From the date of this Agreement until the Effective Time, unless Parent shall otherwise consent in writing or except as set forth in Schedule 5.1 of the Receiver Disclosure Letter or as otherwise expressly provided for in this Agreement, Receiver shall, and shall cause each of the Receiver Subsidiaries to, conduct its Business in a commercially reasonable manner consistent with industry practice, and shall use its commercially reasonable efforts to preserve intact its business organization and goodwill and relationships with customers, suppliers and others having business dealings with it, to keep available the services of its current officers and key employees and to maintain its current rights and franchises, in each case, consistent with industry practice. In addition to and without limiting the generality of the foregoing, except as set forth in Schedule 5.1 of the Receiver Disclosure Letter or as otherwise expressly permitted or required by this Agreement or as required by applicable Law or by a Governmental Entity of competent jurisdiction, from the date hereof until the Effective Time, without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed), Receiver shall not, and shall not permit any Subsidiary of Receiver to:

(a) adopt or propose any change in the Constituent Documents of Receiver or any of its Subsidiaries;

(b) (i) other than the Extraordinary Dividend, declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its capital stock except for the declaration and payment of cash dividends or distributions by any direct or indirect wholly-owned Subsidiary of Receiver, (ii) split, combine or reclassify any of its capital stock or issue or propose or authorize the issuance of any other securities (including options, warrants or any similar security exercisable for, or convertible into, such other security) in respect of, in lieu of, or in substitution for, shares of its capital stock except for any transaction by a direct or indirect wholly-owned Subsidiary of Receiver which remains a direct or indirect wholly-owned Subsidiary of

Receiver after consummation of such transaction or (iii) repurchase, redeem or otherwise acquire any shares of the capital stock of Receiver or any Subsidiary of Receiver, or any other equity interests or any rights, warrants or options to acquire any such shares or interests, other than pursuant to the Receiver Stock Plans and award agreements thereunder or other than for such actions that are only in respect of shares of any direct or indirect wholly-owned Subsidiary of Receiver;

(c) issue, sell, grant, pledge or otherwise encumber any shares of its capital stock or other securities (including any options, warrants or any similar security exercisable for or convertible into such capital stock or similar security) other than (i) issuances of Receiver Common Stock pursuant to the exercise of options outstanding on the date hereof, issuances of Receiver Common Stock in settlement of restricted stock units outstanding on the date hereof, issuances required by employee stock purchase plans and other equity-based securities outstanding on the date hereof, (ii) issuances by a wholly-owned Subsidiary of Receiver of capital stock to such Subsidiary of Receiver's parent or another wholly-owned Subsidiary of Receiver, (iii) issuances pursuant to the Convertible Debentures and (iv) in accordance with Schedule 5.1 of the Receiver Disclosure Schedule;

(d) merge or consolidate with any Person (other than Receiver or a wholly-owned Subsidiary of Receiver) or acquire a material amount of the assets or equity of any other Person (other than Receiver or a wholly-owned Subsidiary of Receiver), other than (i) acquisitions disclosed on the Schedule 5.1 of the Receiver Disclosure Letter and (ii) acquisitions the fair market value of the total consideration (including the value of indebtedness acquired or assumed) for which does not exceed $10,000,000 for any individual acquisition, or $20,000,000 in the aggregate;

(e) sell, lease, license, subject to a Lien, other than a Permitted Lien, encumber or otherwise surrender, relinquish or dispose of any material assets, property or rights (including capital stock of a Subsidiary of Receiver) except (i) pursuant to existing written contracts or commitments, (ii) in an amount not in excess of $10,000,000 in the aggregate, or (iii) pursuant to non-exclusive licensing agreements in the ordinary course of business consistent with past practice;

(f) (i) make any loans, advances or capital contributions to, or investments in, any other Person other than (x) by Receiver or any Subsidiary of Receiver to or in Receiver or any Subsidiary of Receiver or (y) pursuant to any contract or other legal obligation existing at the date of this Agreement or (ii) create, incur, guarantee or assume any Indebtedness, issuances of debt securities, guarantees, loans or advances not in existence as of the date of this Agreement, except Indebtedness not to exceed $10,000,000 in the aggregate and obtained on customary commercial terms for a valid business purpose, Indebtedness in replacement of existing Indebtedness on customary commercial terms, and guarantees by Receiver of Indebtedness of wholly-owned

Subsidiaries of Receiver or guarantees by the Receiver Subsidiaries of Indebtedness of Receiver;

(g) subject to Section 6.10(e), amend or otherwise modify benefits under any Receiver Employee Plan in any material respect, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Receiver Employee Plan as currently in effect on the date hereof in any material respect, fail to make any required contribution to any Receiver Employee Plan in any material respect, merge or transfer any Receiver Employee Plan or the material assets or liabilities of any Receiver Employee Plan, change the sponsor of any Receiver Employee Plan, or terminate or establish any material Receiver Employee Plan, except in each case as reasonably appropriate to reflect changes in applicable Law or GAAP;

(h) grant any increase in the compensation or benefits of directors, officers, employees or consultants of Receiver or any Subsidiary of Receiver other than (i) increases in the compensation of employees (other than executive officers or directors of Receiver) or consultants in the ordinary course of business consistent with past practice, (ii) benefits increases that are not material and that apply to all similarly situated employees or (iii) as required by any Receiver Employee Plan or by Law;

(i) subject to Section 6.10(e), enter into or amend or modify in any material respect any severance, consulting, retention, collective bargaining agreement or employment agreement, plan, program or arrangement, except, in each case, (i) in the ordinary course of business consistent with past practice (except for officers with a yearly base salary in excess of $175,000 or directors of Receiver), (ii) as required by the terms of such agreement, plan, program or arrangement, or (iii) to comply with applicable Law;

(j) hire or terminate the employment or contractual relationship of any officer, employee or consultant of Receiver or any Subsidiary of Receiver, as the case may be, other than hirings or terminations in the ordinary course consistent with past practice;

(k) settle or compromise any Claim or enter into any consent decree, injunction or similar restraint or form of equitable relief in settlement of any material Claim other than (i) such settlements and compromises that (A) relate to Taxes (which are the subject of Section 5.1(l)), (B) are in the ordinary course consistent with past practice or (C) do not require payments by Receiver in excess of $1,000,000, net of any insurance proceeds or coverage, and (ii) such consent decrees, injunctions or similar restraints or forms of equitable relief that, individually or in the aggregate, are not material to Receiver and the Receiver Subsidiaries, taken as a whole;

(l) (i) make or rescind any material election relating to Taxes, (ii) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, (iii) make a request for a

written ruling of a Taxing Authority relating to Taxes, other than any request for a determination concerning qualified status of any Receiver Employee Plan intended to be qualified under Code Section 401(a), (iv) enter into a written and legally binding agreement with a Taxing Authority relating to material Taxes, (v) amend any material Tax Return or (vi) except as required by Law, change in any material respect any of its methods of reporting income or deductions for U.S. federal income Tax purposes from those employed in the preparation of its U.S. federal income Tax returns for the taxable year ending December 31, 2006;

(m) other than in the ordinary course of business consistent with past practice, (i) adversely modify or amend in any material respect or terminate any Receiver Contract or (ii) enter into any successor agreement to an expiring Receiver Contract that changes the terms of the expiring Receiver Contract in a way that is materially adverse to Receiver or any Receiver Subsidiary;

(n) enter into or renew or extend any material agreements or arrangements that limit or otherwise restrict Receiver or any Receiver Subsidiary or any of their respective Affiliates or any successor thereto, or that could, after the Effective Time, limit or restrict Parent or Receiver or any of their respective Subsidiaries or, in each case, any successors thereto, from engaging or competing in any line of business or in any geographic area, which agreements or arrangements, individually or in the aggregate, would reasonably be expected to be materially adverse to Parent or Receiver, taken as a whole with their respective Subsidiaries, after giving effect to the Merger;

(o) make or agree to make any capital expenditure or expenditures (which for the avoidance of doubt does not include capitalized software), or enter into any agreements or arrangements providing for payments for capital expenditures, other than capital expenditures set forth in the budget previously provided to Parent or in Schedule 5.1(o) of the Receiver Disclosure Letter or otherwise in an aggregate amount not to exceed $1,000,000 or increase the research and development budget by an amount greater than $10,000,000;

(p) change any method of accounting or accounting principles or practices by Receiver or any Subsidiary of Receiver in any material respect, except for any such change required by a change in GAAP, Law or by a Governmental Entity;

(q) terminate or cancel, or amend or modify in any material respect, any material insurance policies maintained by covering Receiver or the Receiver Subsidiaries or their respective properties which is not replaced by a comparable amount of insurance coverage;

(r) adopt or implement a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Receiver or any Receiver Subsidiary; or

(s) agree or commit to do any of the foregoing.

Section 5.2 Conduct of Business by Safety. From the date of this Agreement until the Effective Time, unless Receiver shall otherwise consent in writing or except as set forth in Section 5.2 of the Safety Disclosure Letter or as otherwise expressly provided for in this Agreement, Safety shall (and Parent shall cause Safety to) conduct its Business in a commercially reasonable manner consistent with industry practice, and shall use its commercially reasonable efforts to preserve intact its business organization and goodwill and relationships with customers, suppliers and others having business dealings with it, to keep available the services of its current officers and key employees and to maintain its current rights and franchises, in each case, consistent with industry practice. In addition to and without limiting the generality of the foregoing, except as set forth in Section 5.2 of the Safety Disclosure Letter or as otherwise expressly permitted or required by this Agreement or as required by applicable Law or by a Governmental Entity of competent jurisdiction, from the date hereof until the Effective Time, without the prior written consent of Receiver (which consent shall not be unreasonably withheld, conditioned or delayed), Safety shall not (and Parent shall cause Safety to not):

(a) adopt or propose any change in the Constituent Documents of Safety;

(b) (i) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) in respect of any of its equity interests, (ii) split, combine or reclassify any of its equity interests or issue or propose or authorize the issuance of any other securities (including options, warrants or any similar security exercisable for, or convertible into, such other security) in respect of, in lieu of, or in substitution for, any of its equity interests or (iii) repurchase, redeem or otherwise acquire any of its equity interests, or any rights, warrants or options to acquire any such interests;

(c) issue, sell, grant, pledge or otherwise encumber any of its equity interests or other securities (including any options, warrants or any similar security exercisable for or convertible into such equity interests or similar security);

(d) merge or consolidate with any Person or acquire a material amount of the assets or equity of any other Person, other than (i) acquisitions disclosed in Section 5.2(d) of the Safety Disclosure Letter and (ii) acquisitions the fair market value of the total consideration (including the value of indebtedness acquired or assumed) for which does not exceed $10,000,000 for any individual acquisition, or $20,000,000 in the aggregate;

(e) sell, lease, license, subject to a Lien, other than a Permitted Lien, encumber or otherwise surrender, relinquish or dispose of any material assets, property or rights except (i) pursuant to existing written contracts or commitments, (ii) in an amount

not in excess of $10,000,000 in the aggregate or (iii) pursuant to non-exclusive licensing agreements in the ordinary course of business consistent with past practice;

(f) (i) make any loans, advances or capital contributions to, or investments in, any other Person other than pursuant to any contract or other legal obligation existing at the date of this Agreement or (ii) create, incur, guarantee or assume any Indebtedness, issuances of debt securities, guarantees, loans or advances not in existence as of the date of this Agreement, except Indebtedness not to exceed $10,000,000 in the aggregate, and obtained on customary commercial terms for a valid business purpose. Indebtedness in replacement of existing Indebtedness on customary commercial terms;

(g) amend or otherwise modify benefits under any Safety Employee Plan in any material respect, accelerate the payment or vesting of benefits or amounts payable or to become payable under any Safety Employee Plan as currently in effect on the date hereof in any material respect, fail to make any required contribution to any Safety Employee Plan in any material respect, merge or transfer any Safety Employee Plan or the material assets or liabilities of any Safety Employee Plan, change the sponsor of any Safety Employee Plan, or terminate or establish any material Safety Employee Plan, except in each case as reasonably appropriate to reflect changes in applicable Law or IFRS, for any changes for which Parent will be solely liable, or as would relate to similarly situated employees of Parent and its Subsidiaries;

(h) grant any increase in the compensation or benefits of directors, officers, managers, employees or consultants of Safety other than (i) increases in the compensation of employees (other than executive officers or directors of Safety) or for consultants in the ordinary course of business consistent with past practice, (ii) benefits increases that are not material and that apply to all similarly situated employees, (iii) as required by any Safety Employee Plan or by Law or (iv) except for any increases for which Parent will be solely liable;

(i) enter into or amend or modify in any material respect any severance, consulting, retention, collective bargaining agreement or employment agreement, plan, program or arrangement of Safety, except, in each case, (i) in the ordinary course of business consistent with past practice (except for officers with a yearly base salary in excess of $175,000 or managers or directors of Safety), (ii) as required by the terms of such agreement, plan, program or arrangement, or (iii) to comply with applicable Law;

(j) hire or terminate the employment or contractual relationship of any officer, employee or consultant of Safety, as the case may be, other than hirings or terminations in the ordinary course consistent with past practice;

(k) settle or compromise any Claim or enter into any consent decree, injunction or similar restraint or form of equitable relief in settlement of any material Claim other than (i) such settlements and compromises that (A) relate to Taxes (which are the subject of Section 5.2(l)), (B) are in the ordinary course consistent with past practice or (C) do not require payments by Safety in excess of $1,000,000, net of any insurance proceeds or coverage, and (ii) such consent decrees, injunctions or similar restraints or forms of equitable relief that, individually or in the aggregate, are not material to Safety;

(l) (i) make or rescind any material election relating to Taxes, (ii) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, (iii) make a request for a written ruling of a Taxing Authority relating to Taxes, other than any request for a determination concerning qualified status of any Safety Employee Plan intended to be qualified under Code Section 401(a), (iv) enter into a written and legally binding agreement with a Taxing Authority relating to material Taxes, (v) amend any material Tax Return or (vi) except as required by Law, change in any material respect any of its methods of reporting income or deductions for U.S. federal income Tax purposes from those employed in the preparation of its U.S. federal income Tax returns for the taxable year ending May 31, 2007;

(m) other than in the ordinary course of business consistent with past practice, (i) adversely modify or amend in any material respect or terminate any Safety Contract or (ii) enter into any successor agreement to an expiring Safety Contract that changes the terms of the expiring Safety Contract in a way that is materially adverse to Safety;

(n) enter into or renew or extend any material agreements or arrangements that limit or otherwise restrict Safety or any of its respective Affiliates or any successor thereto, or that could, after the Effective Time, limit or restrict Parent or Receiver or any of their respective Subsidiaries or, in each case, any successors thereto, from engaging or competing in any line of business or in any geographic area, which agreements or arrangements, individually or in the aggregate, would reasonably be expected to be materially adverse to Parent or Receiver, taken as a whole with their respective Subsidiaries, after giving effect to the Merger;

(o) make or agree to make any capital expenditure or expenditures (which for the avoidance of doubt does not include capitalized software), or enter into any agreements or arrangements providing for payments for capital expenditures, other than capital expenditures set forth in the budget previously provided to Receiver or in Schedule 5.2(o) of the Safety Disclosure Letter or increase the research and development budget by an amount greater than $10,000,000;

(p) change any method of accounting or accounting principles or practices by Safety in any material respect, except for any such change required by a change in IFRS, Law or by a Governmental Entity;

(q) terminate or cancel, or amend or modify in any material respect, any material insurance policies maintained by Safety covering Safety or Safety's properties which is not replaced by a comparable amount of insurance coverage;

(r) adopt or implement a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Safety; or

(s) agree or commit to do any of the foregoing.

Section 5.3 Advice of Changes. Subject to applicable Laws relating to the exchange of information, Receiver shall promptly advise Parent, and Parent or Safety shall promptly advise Receiver orally and in writing of any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on such advising party.

Section 5.4 Control of Operations.

(a) Nothing contained in this Agreement will give Parent or Safety, directly or indirectly, the right to control or direct Receiver's operations prior to the Effective Time. Prior to the Effective Time, Receiver will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations. Notwithstanding anything to the contrary set forth in this Agreement, no consent of Parent or Safety shall be required with respect to any matter set forth in Section 5.1 or elsewhere in this Agreement to the extent that the requirement of such consent would, upon advice of outside counsel, violate applicable Law.

(b) Nothing contained in this Agreement will give Receiver, directly or indirectly, the right to control or direct Safety's operations prior to the Effective Time. Prior to the Effective Time, Safety will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations. Notwithstanding anything to the contrary set forth in this Agreement, no consent of Receiver shall be required with respect to any matter set forth in Section 5.2 or elsewhere in this Agreement to the extent that the requirement of such consent would, upon advice of outside counsel, violate applicable Law.

Section 5.5 No Solicitation by Receiver; Recommendation .

(a) Receiver shall not, nor shall it authorize or permit any of the Receiver Subsidiaries to, and Receiver shall use its commercially reasonable efforts to

cause its and its Subsidiaries' respective Representatives not to, directly or indirectly (i) initiate, solicit or knowingly encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal with respect to Receiver, (ii) enter into any letter of intent, memorandum of understanding, merger agreement or other agreement relating to a Takeover Proposal with respect to Receiver or (iii) continue or otherwise participate in any discussions or negotiations regarding a Takeover Proposal or furnish to any Person that has made or, to the Knowledge of Receiver, has considered making or is reasonably likely to make a Takeover Proposal with respect to Receiver, any information or data with respect to, or otherwise take any other action to knowingly encourage any proposal that constitutes a Takeover Proposal with respect to Receiver. Notwithstanding the foregoing, prior to the receipt of Receiver Stockholder Approval, Receiver may, in response to a *bona fide* written Takeover Proposal with respect to Receiver that was not solicited after execution of this Agreement and did not otherwise result from a breach of this Section 5.5(a), and subject to compliance with Section 5.5(b):

(x) furnish information with respect to Receiver and the Receiver Subsidiaries to the Person making such Takeover Proposal and its Representatives pursuant to and in accordance with a confidentiality agreement containing terms and conditions no less restrictive in the aggregate than those contained in the Confidentiality Agreement, provided that such confidentiality agreement shall not contain any provisions that would prevent Receiver from complying with its obligation to provide the required disclosure to Parent pursuant to Section 5.5(b), and provided, further that all such information provided to such Person has previously been provided to Parent or is provided to Parent prior to or substantially concurrently with the time it is provided to such Person; and

(y) participate in discussions or negotiations with such Person or its Representatives regarding such Takeover Proposal;

provided, in each case, that the Board of Directors of Receiver determines in good faith after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove) that (i) the failure to furnish such information or participate in such discussions or negotiations would be inconsistent with its fiduciary duties under applicable Law and (ii) that such Takeover Proposal could reasonably be expected to lead to a Superior Proposal. Receiver shall (A) immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal with respect to Receiver and will request the prompt return of any confidential information previously furnished to such Persons in connection therewith and (B) use its commercially reasonable efforts promptly to inform its Representatives of the obligations undertaken in this Section 5.5. Without limiting the foregoing, any violation of the restrictions set forth in this Section 5.5 by any Representative of Receiver

or any of its Subsidiaries, other than a director of Receiver who shall have voted against or abstained from voting in favor of the resolution described in Section 4.1(d)(ii), shall be deemed to be a breach of this Section 5.5 by Receiver.

(b) As promptly as practicable after the receipt by Receiver of any Takeover Proposal or any inquiry with respect to, or that could reasonably be expected to lead to, any Takeover Proposal, and in any case within 24 hours after the receipt thereof, Receiver shall provide oral and, as promptly as practicable thereafter, written notice to Parent of (i) such Takeover Proposal or inquiry, (ii) the identity of the Person making any such Takeover Proposal and (iii) the material terms and conditions of any such Takeover Proposal or inquiry (including any amendments or modifications thereto). Receiver shall keep Parent reasonably informed on a reasonably current basis of the status of any such Takeover Proposal, including any material changes to the terms and conditions thereof, and promptly provide Parent with copies of all written Takeover Proposals with respect to Receiver (and material modifications thereof) and related agreements, draft agreements and material modifications thereof.

(c) Neither the Board of Directors of Receiver nor any committee thereof shall, directly or indirectly, (i) effect a Change in the Receiver Recommendation with respect to Receiver or (ii) approve or cause or permit Receiver to enter into any letter of intent, memorandum of understanding, merger agreement or other similar agreement providing for a Takeover Proposal (an "Acquisition Agreement") with respect to Receiver. Notwithstanding the foregoing, at any time prior to the Receiver Stockholder Approval, the Board of Directors of Receiver may, in response to a Superior Proposal with respect to Receiver, effect a Change in the Receiver Recommendation or, if, prior to or on the later of forty-five (45) days after the date hereof and the Safety Financial Statement Delivery Date, a Takeover Proposal is determined to be a Superior Proposal, cause Receiver to terminate this Agreement, and if it so chooses, to enter into an Acquisition Agreement concerning such Superior Proposal with respect to Receiver; provided that the Board of Directors of Receiver determines in good faith, after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), that the failure to do so would be inconsistent with its fiduciary duties under applicable Law, and provided, further, that the Board of Directors of Receiver may not effect such a Change in the Receiver Recommendation, termination of this Agreement or entering into an Acquisition Agreement concerning a transaction that constitutes a Superior Proposal with respect to Receiver unless (x) the Board of Directors of Receiver shall have first provided prior written notice to Parent that it is prepared to effect a Change in the Receiver Recommendation in response to a Superior Proposal with respect to Receiver, which notice shall attach the most current version of any written agreement or other document relating to the transaction that constitutes such Superior Proposal and (y) Parent does not make, within three Business Days after the receipt of such notice (or, in the event of a Takeover Proposal with respect to Receiver that has

been materially revised or modified, within two Business Days of such modification, if later), a proposal that the Board of Directors of Receiver determines in good faith, after consultation with a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), is at least as favorable to the stockholders of Receiver as such Superior Proposal. During the three Business Day period prior to its effecting a Change in the Receiver Recommendation, Receiver and its Representatives shall negotiate in good faith with Parent and its Representatives regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Parent. Notwithstanding any Change in the Receiver Recommendation Parent shall have the option, exercisable within five Business Days after such Change in the Receiver Recommendation, to cause the Board of Directors of Receiver to submit this Agreement to the shareholders of Receiver for the purpose of approving the Share Issuance; provided, however, that such option shall not be available if immediately prior to exercise thereof Receiver was entitled to terminate this Agreement pursuant to this Section 5.5(c). If Parent exercises such option, Parent shall not be entitled to terminate this Agreement pursuant to Section 8.1(c)(iii) and shall not be entitled to the Receiver Termination Fee under Section 8.3(a)(iv). If Parent fails to exercise such option, Receiver may terminate this Agreement, and if it so chooses, enter into an Acquisition Agreement concerning a transaction that constitutes a Superior Proposal with respect to Receiver.

(d) In addition, and notwithstanding the foregoing, at any time prior to the Receiver Stockholders Meeting, the Receiver Board of Directors may, in connection with an Intervening Event, make a Change in the Receiver Recommendation; provided, however, that the Receiver Board of Directors shall not be entitled to exercise its right to make a Change in the Receiver Recommendation pursuant to this sentence unless Receiver (i) has provided Parent with written information describing such Intervening Event in reasonable detail as soon as reasonably practicable after becoming aware of it, (ii) keeps Parent reasonably informed of developments with respect to such Intervening Event and (iii) has provided to Parent at least three Business Days' prior written notice advising Parent that the Receiver Board of Directors intends to take such action and specifying the reasons therefor in reasonable detail and Parent does not make, within three Business Days after the receipt of such notice, a proposal that results in there no longer being an Intervening Event. During the three Business Day period prior to its effecting a Change in the Receiver Recommendation, Receiver and its Representatives shall negotiate in good faith with Parent and its Representatives regarding any revisions to the terms of the transactions contemplated by this Agreement proposed by Parent. Notwithstanding any Change in the Receiver Recommendation, Parent shall have the option, exercisable within five Business Days after such Change in the Receiver Recommendation, to cause the Board of Directors of Receiver to submit this Agreement to the shareholders of Receiver for the purpose of approving the Share Issuance. If Parent exercises such option, Parent shall not be entitled to terminate this Agreement pursuant to Section 8.1(c)(iii) and shall not be entitled to the Receiver Termination Fee

under Section 8.3(a)(iv). If Parent fails to exercise such option, Receiver may terminate this Agreement.

(e) Nothing contained in this Section 5.5 shall prohibit Receiver from (i) complying with Rule 14a-9, Rule 14d-9 and Rule 14e-2 promulgated under the Exchange Act or (ii) making any other disclosure to the stockholders of Receiver if, in the case of clause (ii), the Board of Directors of Receiver determines in good faith, after consultation with its outside counsel, that the failure to make such disclosure would be inconsistent with its fiduciary duties to the stockholders of Receiver under applicable Law, provided, however that neither the Board of Directors of Receiver nor any committee thereof shall, except as expressly permitted by Section 5.5(c) and Section 5.5(d), effect a Change in the Receiver Recommendation or approve or recommend, or publicly propose to approve or recommend, a Takeover Proposal with respect to Receiver.

(f) All information which may be provided by Receiver to Parent under this Section 5.5 shall be deemed to be "Confidential Information" for purposes of the Confidentiality Agreement and Parent shall by bound by the terms of the Confidentiality Agreement with respect thereto.

Section 5.6 No Solicitation by Parent or Safety; Recommendation .

(a) Neither Parent nor Safety shall, and each shall use its commercially reasonable efforts to cause its Representatives not to, directly or indirectly (i) initiate, solicit or knowingly encourage any inquiry or the making of any proposal that constitutes a Takeover Proposal with respect to Safety, (ii) enter into any letter of intent, memorandum of understanding, merger agreement or other agreement relating to a Takeover Proposal with respect to Safety or (iii) continue or otherwise participate in any discussions or negotiations regarding a Takeover Proposal or furnish to any Person that has made or, to the Knowledge of Parent, is considering making or is reasonably likely to make a Takeover Proposal with respect to Safety, any information or data with respect to, or otherwise cooperate with or take any other action to knowingly encourage any proposal that constitutes a Takeover Proposal with respect to Safety. Notwithstanding the foregoing, prior to the receipt of Parent Shareholder Approval, Parent and Safety may, in response to a *bona fide* written Takeover Proposal with respect to Safety that was not solicited after execution of this Agreement and did not otherwise result from a breach of this Section 5.6(a), and subject to compliance with Section 5.6(b):

(x) furnish information with respect to Safety to the Person making such Takeover Proposal and its Representatives pursuant to and in accordance with a confidentiality agreement containing terms and conditions no less restrictive in the aggregate than those contained in the Confidentiality Agreement, provided that such confidentiality agreement shall not contain any provisions that would prevent Safety from complying with its obligation to provide the required

disclosure to Receiver pursuant to Section 5.6(b), and provided further that all such information provided to such Person has previously been provided to Receiver or is provided to Receiver prior to or substantially concurrently with the time it is provided to such Person; and

(y) participate in discussions or negotiations with such Person or its Representatives regarding such Takeover Proposal;

provided, in each case, that the Board of Directors of Parent or Safety determines in good faith after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove) that (i) the failure to furnish such information or participate in such discussions or negotiations would be inconsistent with its fiduciary and/or statutory duties under applicable Law and (ii) such Takeover Proposal could reasonably be expected to lead to a Superior Proposal with respect to Safety. Safety shall (A) immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Persons or their Representatives conducted prior to the date of this Agreement with respect to any Takeover Proposal with respect to Safety and will request the prompt return of any confidential information previously furnished to such Persons in connection therewith and (B) use its commercially reasonable efforts promptly to inform its Representatives of the obligations undertaken in this Section 5.6. Without limiting the foregoing, any violation of the restrictions set forth in this Section 5.6 by any Representative of Safety, shall be deemed to be a breach of this Section 5.6 by Safety.

(b) As promptly as practicable after the receipt by Safety of any Takeover Proposal with respect to Safety or any inquiry with respect to, or that could reasonably be expected to lead to, any such Takeover Proposal, and in any case within 24 hours after the receipt thereof, Safety shall provide oral and, as promptly as practicable thereafter, written notice to Receiver of (i) such Takeover Proposal or inquiry, (ii) the identity of the Person making any such Takeover Proposal or inquiry and (iii) the material terms and conditions of any such Takeover Proposal or inquiry (including any amendments or modifications thereto). Safety shall keep Receiver reasonably informed on a reasonably current basis of the status of any such Takeover Proposal, including any material changes to the terms and conditions thereof, and promptly provide Receiver with copies of written all Takeover Proposals with respect to Safety (and material modifications thereof) and related agreements, draft agreements and material modifications thereof.

(c) Neither the Board of Directors of Parent nor any committee thereof shall, directly or indirectly, (i) effect a Change in the Parent Recommendation with respect to Safety or (ii) approve or cause or permit Safety to enter into any Acquisition Agreement with respect to Safety. Notwithstanding the foregoing, at any time prior to Parent Shareholder Approval, the Board of Directors of Parent may, in response to a Superior Proposal with respect to Safety, effect a Change in the Parent Recommendation

or, if, prior to or on the later of forty-five (45) days after the date hereof and the Receiver Financial Statement Delivery Date, a Takeover Proposal is determined to be a Superior Proposal, cause Parent to terminate this Agreement, and if it so chooses, to enter into an Acquisition Agreement concerning such Superior Proposal with respect to Safety; provided that the Board of Directors of Parent determines in good faith, after consultation with its outside legal counsel and a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), that the failure to do so would be inconsistent with its fiduciary duties and/or statutory duties under applicable Law, and provided, further, that the Board of Directors of Parent may not effect such a Change in the Parent Recommendation unless (x) the Board of Directors of Parent shall have first provided prior written notice to Receiver that it is prepared to effect a Change in the Parent Recommendation in response to a Superior Proposal with respect to Safety, which notice shall attach the most current version of any written agreement or other document relating to the transaction that constitutes such Superior Proposal and (y) Receiver does not make, within three Business Days after the receipt of such notice (or, in the event of a Takeover Proposal with respect to Safety that has been materially revised or modified, within two Business Days after the receipt of such notice of such modification, if later), a proposal that the Board of Directors of Parent determines in good faith, after consultation with a financial advisor of internationally recognized reputation (such as Goldman Sachs & Co., Lehman Brothers or JPMorganCazenove), is at least as favorable to the shareholders of Parent as such Superior Proposal. During the three Business Day period prior to its effecting a Change in the Parent Recommendation, Parent and Safety and their respective Representatives shall negotiate in good faith with Receiver and its Representatives regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Receiver. Notwithstanding any Change in the Parent Recommendation Receiver shall have the option, exercisable within five Business Days after such Change in the Parent Recommendation, to cause the Board of Directors of Parent to submit this Agreement to the shareholders of Parent for the purpose of approving this Agreement and the Merger; provided, however, that such option shall not be available if immediately prior to exercise thereof Parent was entitled to terminate this Agreement pursuant to this Section 5.6(c). If Receiver exercises such option, Receiver shall not be entitled to terminate this Agreement pursuant to Section 8.1(d)(iii) and shall not be entitled to the Safety Termination Fee under Section 8.3(c)(iv). If Receiver fails to exercise such option, Parent may terminate this Agreement and if it so chooses, enter into an Acquisition Agreement concerning a transaction that constitutes a Superior Proposal with respect to Safety.

(d) In addition, and notwithstanding the foregoing, at any time prior to the Parent Shareholders Meeting, the Parent Board of Directors may, in connection with an Intervening Event, make a Change in the Parent Recommendation; provided, however, that the Parent Board of Directors shall not be entitled to exercise its right to make a Change in the Parent Recommendation pursuant to this sentence unless Parent (i) has provided Receiver with written information describing such Intervening Event in

reasonable detail as soon as reasonably practicable after becoming aware of it, (ii) keeps Receiver reasonably informed of developments with respect to such Intervening Event and (iii) has provided to Receiver at least three Business Days' prior written notice advising Receiver that the Parent Board of Directors intends to take such action and specifying the reasons therefor in reasonable detail and Receiver does not make, within three Business Days after the receipt of such notice a proposal that results in there no longer being an Intervening Event. During the three Business Day period prior to its effecting a Change in the Parent Recommendation, Parent and Safety and their respective Representatives shall negotiate in good faith with Receiver and its Representatives regarding any revisions to the terms of the transaction contemplated by this Agreement proposed by Receiver. Notwithstanding any Change in the Parent Recommendation, Receiver shall have the option, exercisable within five Business Days after such Change in the Parent Recommendation, to cause the Board of Directors of Parent to submit this Agreement to the shareholders of Parent for the purpose of approving this Agreement and the Merger. If Receiver exercises such option, Receiver shall not be entitled to terminate this Agreement pursuant to Section 8.1(d)(iii) and shall not be entitled to the Safety Termination Fee under Section 8.3(c)(iv). If Receiver fails to exercise such option, Parent may terminate this Agreement.

(e) Nothing contained in this Section 5.6 shall prohibit Parent from complying with applicable disclosure rules under applicable Law in respect of any Takeover Proposal with respect to Safety or making any disclosure to the shareholders of Parent if the Board of Directors of Parent determines in good faith, after consultation with its outside counsel, that the failure to make such disclosure would be inconsistent with its fiduciary duties and/or statutory duties to the shareholders of Parent under applicable Law or a breach of any applicable rule or regulation of any regulatory body to which it is subject, provided, however that neither the Board of Directors of Parent nor any committee thereof shall, except as expressly permitted by Section 5.6(c) or (d), effect a Change in the Parent Recommendation or approve or recommend, or publicly propose to approve or recommend, a Takeover Proposal with respect to Safety.

(f) All information which may be provided by Parent to Receiver under this Section 5.6 shall be deemed to be "Confidential Information" for purposes of the Confidentiality Agreement and Receiver shall by bound by the terms of the Confidentiality Agreement with respect thereto.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.1 Preparation of the Proxy Statement; Receiver Stockholders Meeting .

(a) Receiver shall use its commercially reasonable efforts to prepare and file with the SEC the proxy statement relating to the Receiver Stockholder Meeting (together with any amendments or supplements thereto, the " Proxy Statement") in preliminary form as promptly as reasonably practicable following the Safety Financial Statement Delivery Date. Receiver shall use its commercially reasonable efforts to respond as promptly as reasonably practicable to any comments of the SEC with respect thereto, to prepare and file with the SEC the definitive Proxy Statement (which, subject to Section 6.1(b), shall contain the Receiver Recommendation) as promptly as practicable thereafter and to cause the definitive Proxy Statement to be mailed to Receiver's stockholders as promptly as reasonably practicable after the filing of the definitive Proxy Statement. Receiver shall promptly notify Parent upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Proxy Statement and shall provide Parent with copies of all correspondence between Receiver and its Representatives, on the one hand, and the SEC and its staff, on the other hand. Parent shall use its commercially reasonable efforts to cooperate with Receiver and to promptly provide any information or responses to comments or other assistance reasonably requested in connection with the foregoing, including all information in order for Receiver to prepare all necessary pro-forma financial information. If at any time prior to the Receiver Stockholders Meeting there shall occur any event (including discovery of any fact, circumstance or event) that should be set forth in an amendment or supplement to the Proxy Statement, Receiver shall promptly prepare and mail to its stockholders such an amendment or supplement, in each case to the extent required by applicable Law. Prior to filing or mailing the Proxy Statement (or any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, Receiver (i) shall provide Parent a reasonable opportunity to review and comment on such document or response and (ii) shall give reasonable consideration to all comments proposed by Parent. Parent shall perform its review and provide its comments to Receiver as promptly as reasonably practicable.

(b) Receiver shall, as promptly as reasonably practicable following the Safety Financial Statement Delivery Date pursuant to Section 6.14 of this Agreement, establish a record date (which will be as promptly as reasonably practicable following such receipt) (in accordance with applicable Law and Receiver's Constituent Documents) for, duly call, give notice of, convene and hold a meeting of its stockholders (the " Receiver Stockholders Meeting") for the purpose of obtaining the Receiver Stockholder Approval and the Additional Receiver Stockholder Approval and, provided that there has been no change in the Receiver Recommendation, soliciting stockholder approval of the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments. Subject to the following sentence, the Board of Directors of Receiver shall recommend approval of the Share Issuance, the Charter and By-Laws Amendments and the Additional Charter and By-Laws Amendments and the other transactions contemplated thereby by the stockholders of Receiver (the "Receiver Recommendation"). Neither the Board of Directors of Receiver nor any committee

thereof shall withdraw, modify or qualify in any manner adverse to Parent (or publicly propose or resolve to withdraw, modify or qualify in any manner adverse to Parent) the Receiver Recommendation or adopt a third party Takeover Proposal with respect to Receiver (or publicly propose to approve, recommend or adopt a third party Takeover Proposal with respect to Receiver) or fail to make the Receiver Recommendation in the Proxy Statement (collectively, a " Change in the Receiver Recommendation"); provided that the Board of Directors of Receiver may make a Change in the Receiver Recommendation pursuant to and in accordance with Section 5.5. Without limiting the generality of the foregoing, Receiver agrees that its obligations pursuant to this Section 6.1(b) shall not be affected by the commencement, public proposal, public disclosure or communication to Receiver or any other Person of any Takeover Proposal or by any action taken pursuant to Section 5.5 (including any Change in the Receiver Recommendation) other than termination of this Agreement, and, subject to the following sentence and Section 5.5, Receiver shall remain obligated to call, give notice of, convene and hold the Receiver Stockholders Meeting. Notwithstanding anything to the contrary and for avoidance of doubt, at any time prior to the Receiver Stockholder Approval, Receiver may adjourn or postpone the Receiver Stockholders Meeting following a Change in the Receiver Recommendation, or upon notification to Parent of the occurrence of an Intervening Event or in response to a Takeover Proposal which the Board of Directors of Receiver (or any committee thereof) determines in good faith after consultation with its outside counsel has a reasonable likelihood of leading to a Superior Proposal, and that failure to take such action would be inconsistent with its fiduciary duties under applicable Law or, in any event, if this Agreement is terminated before the Receiver Stockholders Meeting is held. Receiver shall not submit to the vote of its stockholders any Takeover Proposal, or propose to do so, until after the termination of this Agreement.

Section 6.2 Parent Shareholders Meeting. As promptly as reasonably practicable following the date of this Agreement, the Board of Directors of Parent or a duly appointed committee thereof will duly adopt resolutions at meetings duly called and held at which directors of Parent constituting a quorum are present (i) directing that the Merger be submitted for approval to a vote at a general meeting of Parent's shareholders, (ii) approving the form of the circular to be posted to the shareholders of Parent in connection with the Parent Shareholders Meeting (as defined below), which shall include a notice of general meeting setting out the shareholder resolution(s) approving the entry into by Parent and Safety of the Merger Agreement, the Merger and the other matters contemplated by the Merger Agreement to be proposed to the shareholders of Parent at the Parent Shareholders Meeting and the Parent Recommendation and shall be in compliance with LR13.3.1 of the Listing Rules of the Financial Services Authority (the "Circular") and (iii) approving the posting of the Circular to the shareholders of Parent. Neither the Board of Directors of Parent nor any committee thereof shall withdraw, modify or qualify in any manner adverse to Receiver (or publicly propose to withdraw, modify or qualify in any manner adverse to Receiver) the Parent Recommendation or

approve, recommend or adopt a third party Takeover Proposal with respect to Safety (or publicly propose to approve, recommend or adopt a third party Takeover Proposal with respect to Safety) or fail to make the Parent Recommendation (collectively, a "Change in the Parent Recommendation"); provided that the Board of Directors of Parent may make a Change in the Parent Recommendation pursuant to and in accordance with Section 5.6. Parent shall, as promptly as reasonably practicable following the date of this Agreement, duly call, give notice of, convene and hold a general meeting of its shareholders or any adjournment or postponement thereof (the "Parent Shareholders Meeting") for the purpose of obtaining the Parent Shareholder Approval. Receiver shall use its commercially reasonable efforts to cooperate with Parent and to promptly provide any information or responses to comments or other assistance reasonably requested by Parent in connection with the foregoing. Parent shall prepare and post the Circular to the shareholders of Parent as promptly as reasonably practicable following the date of this Agreement. Prior to mailing the Circular (or any amendment or supplement thereto) to Parent Shareholders, Parent (i) shall provide Receiver a reasonable opportunity to review such document and (ii) shall give reasonable consideration to all comments proposed by Receiver. If at any time prior to the Parent Shareholder Meeting there shall occur any event (including discovery of any fact, circumstance or event) that should be set forth in an amendment or supplement to the Circular, Parent shall promptly prepare and mail to its shareholders such an amendment or supplement or issue a press release or take other corrective action, in each case to the extent required by applicable Law. Without limiting the generality of the foregoing, Parent agrees that its obligations pursuant to this Section 6.2 shall not be affected by the commencement, public proposal, public disclosure or communication to Parent or any other Person of any Takeover Proposal with respect to Safety or by any action taken pursuant to Section 5.6 (including any Change in the Parent Recommendation) other than termination of this Agreement and, subject to the following sentence, Parent shall remain obligated to call, give notice of, convene and hold the Parent Shareholders Meeting. Notwithstanding anything to the contrary and for avoidance of doubt, at any time prior to the Parent Shareholder Approval, Parent may adjourn or postpone the Parent Shareholders Meeting following a Change in the Parent Recommendation, or upon notification to Receiver of the occurrence of an Intervening Event or in response to a Takeover Proposal which the Board of Directors of Parent (or any committee thereof) determines in good faith after consultation with its outside counsel has a reasonable likelihood of leading to a Superior Proposal and that the failure to take such action would be inconsistent with its fiduciary and/or statutory duties under applicable Law or, in any event, if this Agreement is terminated before the Parent Shareholders Meeting is held. Parent shall not submit to the vote of its shareholders any Takeover Proposal with respect to Safety, or propose to do so, until after the termination of this Agreement.

Section 6.3 Access to Information; Confidentiality.

(a) Upon reasonable notice and subject to applicable Laws relating to the exchange of information, Receiver shall, and shall cause each of its Subsidiaries to, afford to Parent, its Subsidiaries and Affiliates and to their respective Representatives, reasonable access at reasonable times and during normal business hours during the period prior to the Effective Time or the termination of this Agreement in a manner that does not unreasonably disrupt or interfere with the Business of Receiver, to all their respective properties, assets, books, contracts, commitments, personnel and records, and, during such period, Receiver shall, and shall cause each of its Subsidiaries to, make available to Parent (i) access to each report, schedule, form, statement and other document filed or received by it during such period pursuant to the requirements of any Regulatory Law and (ii) all other information concerning its business, properties and personnel as Parent may reasonably request, provided that Receiver shall not be required to provide access to or disclose information where such access or disclosure would in the reasonable good faith judgment of Receiver (w) result in invasive testing of any of Receiver's or its Subsidiaries' real property, (x) jeopardize attorney-client privilege, (y) cause competitive harm to Receiver or its Affiliates if the transactions contemplated by this Agreement are not consummated or (z) contravene any Law or any agreement with any third party. All requests for such access shall be made exclusively to the Representatives of Receiver as Receiver shall designate, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. Neither Parent nor any of Parent's Representatives shall contact any of the employees, customers or suppliers of Receiver, whether in person or by telephone, mail or other means of communication, without the specific prior written authorization of such Representatives of Receiver as Receiver may designate. Any information that is obtained pursuant to this Section 6.3(a) or any other provision of this Agreement shall be subject to the applicable provisions of the Confidentiality Agreement.

(b) Upon reasonable notice and subject to applicable Laws relating to the exchange of information, Safety shall afford to Receiver, its Subsidiaries and Affiliates and to their respective Representatives, reasonable access at reasonable times and during normal business hours during the period prior to the Effective Time or the termination of this Agreement in a manner that does not unreasonably disrupt or interfere with the Business of Safety to all of its properties, assets, books, contracts, commitments, personnel and records, and, during such period, Safety shall make available to Receiver (i) access to each report, schedule, form, statement and other document filed or received by it during such period pursuant to the requirements of any Regulatory Law and (ii) all other information concerning its business, properties and personnel as Receiver may reasonably request, provided that Safety shall not be required to provide access to or disclose information where such access or disclosure would in the reasonable good faith judgment of Safety, (w) result in invasive testing of any of Safety's real property (x) jeopardize attorney-client privilege, (y) cause competitive harm to Parent or Safety or

their Affiliates if the transactions contemplated by this Agreement are not consummated or (z) contravene any Law or agreement with any third party. All requests for such access shall be made exclusively to the representatives of Safety as Safety shall designate, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. Neither Receiver nor any of Receiver's Representatives shall contact any of the employees, customers or suppliers of Safety, whether in person or by telephone, mail or other means of communication, without the specific prior written authorization of such Representatives of Safety as Safety may designate. Any information that is obtained pursuant to this Section 6.3(b) or any other provision of this Agreement shall be subject to the applicable provisions of the Confidentiality Agreement.

Section 6.4 Transition Planning. Subject to applicable Laws relating to the exchange of information, each of the parties agrees to use its commercially reasonable effort to, and shall cause each of its respective Subsidiaries to, reasonably cooperate to obtain an orderly transition and integration process in connection with the Merger in order to minimize the disruption to, and preserve the value of, the Business of Receiver and its Subsidiaries during the period from and after the Effective Time.

Section 6.5 Efforts; Notification.

(a) Subject to the terms and conditions set forth in this Agreement (including provisions relating to the fiduciary and/or statutory duties of the directors of the parties), each of the parties agrees to use its commercially reasonable efforts to take, or cause to be taken, in good faith, all actions that are necessary, proper or advisable under applicable Laws, to consummate and make effective the Merger and the other transactions contemplated hereby, including using its commercially reasonable efforts to accomplish the following as promptly as reasonably practicable following the date of this Agreement: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article VII to be satisfied, (ii) the obtaining of all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities and the making of all necessary registrations and filings and the taking of all reasonable steps as may be necessary to obtain any necessary approvals or waivers from any Governmental Entity, (iii) the obtaining of all material consents, approvals or waivers from third parties and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. In connection with and without limiting the foregoing, Receiver, Parent and their respective Boards of Directors shall, if any state takeover statute or similar statute or regulation is or becomes applicable to this Agreement, the Merger or any of the other transactions contemplated hereby, use its commercially reasonable efforts to ensure that the Merger and the other transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on this Agreement, the Merger and the other transactions contemplated hereby.

(b) In furtherance and not in limitation of the foregoing, each party agrees (i) to make required filings with the U.S. Federal Trade Commission and the Antitrust Division of the Department of Justice and in any applicable foreign jurisdiction with the appropriate Governmental Entity, the notification and report form required under the HSR Act or the antitrust and competition laws of any such foreign jurisdiction, with respect to the transactions contemplated by this Agreement as promptly as practicable after the date of this Agreement and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act or the antitrust and competition laws of any such foreign jurisdiction, and to use its commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act and the antitrust and competition laws of any such foreign jurisdiction and (ii) to cooperate with the other parties to this Agreement in making such filings and other filings and disclosures in respect of the Merger and the other transactions contemplated by this Agreement as may be necessary or advisable.

(c) Notwithstanding the foregoing, if any objections are asserted with respect to the Merger or any other transaction contemplated hereby under any Regulatory Law, or if any suit is threatened to be instituted, by any Governmental Entity challenging the Merger or any other transaction contemplated hereby or brought otherwise by any Governmental Entity under any Regulatory Law that would prohibit or materially impair or materially delay the consummation of the Merger or any other transaction contemplated hereby, each of Parent, Safety and Receiver agrees to take actions that may be commercially reasonably necessary to resolve any objections as may be asserted by any Governmental Entity under such Regulatory Law with respect to the Merger.

(d) Upon the Knowledge of Receiver, Receiver shall give prompt notice to Parent of any representation or warranty made by it contained in this Agreement becoming untrue or inaccurate such that the condition set forth in Section 7.2(a) would not be satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

(e) Upon the Knowledge of Parent or Safety, Parent shall give prompt notice to Receiver of any representation or warranty made by it or Safety contained in this Agreement becoming untrue or inaccurate such that the condition set forth in Section 7.3(a) would not be satisfied; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

(f) Each of Receiver, Safety and Parent shall, in connection with the efforts referenced in Section 6.5(a) to obtain the approvals and authorizations (the "Requisite Approvals") for the transactions contemplated by this Agreement under the HSR Act and any other Regulatory Law, use its commercially reasonable efforts to cooperate in all respects with each other in connection with any filing or submission and in connection

with any investigation or other inquiry, including any proceeding initiated by a private party, and to promptly inform the other party of any communication received by such party from, or given by, such party. In connection with the foregoing, each party will (i) promptly notify the other party in writing of any communication received by that party or its Affiliates from any Governmental Entity, and, unless the disclosure is of commercially sensitive, confidential or proprietary information of Parent or Receiver, or its respective Affiliates and subject to any Regulatory Law, provide the other party with a copy of any such written communication (or summary of any oral communication), and (ii) not participate in any substantive meeting or discussion with any Governmental Entity (other than telephone calls initiated by the Governmental Entity without advance notice) in respect of any filing, investigation or inquiry concerning the transactions contemplated by this Agreement unless it consults with the other party in advance, and to the extent permitted by such Governmental Entity, gives the other party the opportunity to attend and participate. Each of Parent and Receiver will have the right to review in advance, and to the extent practicable each will consult with the other, in each case subject to any applicable Laws relating to the exchange of information, with respect to all material written information submitted to any third party or any Governmental Entity in connection with the Requisite Approvals. In exercising the foregoing right, each of Parent and Receiver will act reasonably and promptly. Each of Parent and Receiver agrees that it will consult with the other party with respect to obtaining all Requisite Approvals and each will keep the other party apprised of the status of material matters relating to completion of the transactions contemplated by this Agreement. For purposes of this Agreement, "Regulatory Law" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, in each case as amended and the rules and regulations thereunder, and all other federal, state and foreign, if any, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition, whether in any particular industry or otherwise through merger or acquisition.

Section 6.6 Transition Services Agreement. Parent and Receiver shall use commercially reasonable efforts to negotiate and enter into a mutually acceptable transition services agreement (the "Transition Services Agreement") at or prior to the Closing, which shall cover the services set forth on Exhibit E and be on terms no less favorable to Receiver than could be obtained from a third-Person.

Section 6.7 Indemnification, Exculpation and Insurance.

(a) All rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time existing as of the date of this Agreement in favor of the current or former directors or officers of Receiver and its Subsidiaries and Safety in each case as provided in their respective certificates of incorporation or by-laws (or similar organizational documents) and any indemnification

agreements (x) of Receiver set forth in Schedule 6.7(a) of the Receiver Disclosure Letter or disclosed in the Receiver SEC Documents or (y) of Safety set forth in Section 6.7(a) of the Safety Disclosure Letter shall survive the Effective Time and shall continue in full force and effect in accordance with their terms from the Effective Time until the expiration of the applicable statute of limitations with respect to any claims against such directors or officers arising out of such acts or omissions.

(b) For six years after the Effective Time, Receiver shall maintain in effect Receiver's current directors' and officers' liability insurance covering each Person currently covered by Receiver's directors' and officers' liability insurance policy for acts or omissions occurring prior to the Effective Time on terms with respect to such coverage and amounts no less favorable in any material respect to such directors and officers than those of such policy as in effect on the date of this Agreement; provided that Receiver may substitute therefor policies of a reputable insurance company the material terms of which, including coverage and amount, are no less favorable in any material respect to such directors and officers than the insurance coverage otherwise required under this Section 6.7(b); provided, however, that in no event shall Receiver be required to pay aggregate annual premiums for insurance under this Section 6.7(b) in excess of $870,000 (the "Receiver Maximum Premium"), which Receiver represents and warrants is equal to 300% of the annual premiums paid as of the date hereof by Receiver for such insurance; provided that, if such premium exceeds the Receiver Maximum Premium, Receiver shall nevertheless be obligated to provide the most advantageous coverage as may be obtained for such Receiver Maximum Premium.

(c) Receiver shall obtain and maintain for six years after the Effective Time directors' and officers' liability insurance covering each Person currently a director or officer of Safety for acts or omissions of such Persons occurring prior to the Effective Time on terms with respect to such coverage and amounts no less favorable in any material respect to such directors and officers than those of the current policy for such Persons as in effect on the date of this Agreement; provided, that in no event shall Receiver be required to pay aggregate annual premiums for insurance under this Section 6.7(c) in excess of $870,000 (the "Safety Maximum Premium"); provided that, if such premium exceeds the Safety Maximum Premium, Receiver shall nevertheless be obligated to provide the most advantageous coverage as may be obtained for such Safety Maximum Premium. Notwithstanding the foregoing, Receiver may obtain a six-year "tail" policy, with coverage and terms as set forth in the immediately prior sentence in full satisfaction of its obligations under this Section 6.7(c).

(d) If Receiver or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or Surviving Company or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Receiver shall assume the obligations of

Receiver set forth in this Section 6.7. The rights of each indemnified party hereunder shall be in addition to any other rights such indemnified party may have under the Receiver or Safety Constituent Documents, any applicable Law, agreement or otherwise.

(e) Receiver shall pay all reasonable expenses, including reasonable attorney's fees, incurred by any indemnified party in connection with successfully enforcing the indemnity and other obligations provided in this Section 6.7.

(f) The provisions of this Section 6.7 shall survive the consummation of the Merger and (if the Effective Time occurs) are expressly intended to benefit each of the indemnified parties, their heirs and Representatives.

Section 6.8 Fees and Expenses. Except as set forth in Section 8.3, all fees and expenses incurred by Receiver in connection with this Agreement, the Merger and the other transactions contemplated hereby shall be paid by Receiver, whether or not the Merger is consummated. Except as set forth in Section 8.3, all fees and expenses incurred by Parent or Safety in connection with this Agreement, the Merger and other transactions contemplated hereby shall be paid by Parent, whether or not the Merger is consummated; provided, however, that, upon consummation of the Merger and the other transactions contemplated hereby, the Surviving Company shall, as directed by Safety prior to the Effective Time, pay up to $5,000,000 of the fees and expenses of Parent and Safety (except fees and expenses incurred by Parent in connection with any financing of the transactions contemplated hereby, all of which shall be paid by Parent) incurred in connection with the Merger.

Section 6.9 Termination of Intercompany Accounts; Intercompany Agreements; Further Assurances .

(a) Prior to the Closing, Parent shall release, cancel, terminate or otherwise settle all intercompany accounts among Parent and its Subsidiaries (other than Safety and its Subsidiaries), on the one hand, and Safety, on the other hand. Parent shall take all necessary action to ensure that Safety and its Subsidiaries have no Indebtedness as of the Effective Time.

(b) All rights and obligations of Parent and its Subsidiaries, on the one hand, and of Safety, on the other hand, under any agreements or other binding arrangements (other than the Relationship Agreement, the Trademark Agreement, the Software Agreement (if entered into) and the Transition Services Agreement (if entered into) (the "Intercompany Agreements") shall terminate or otherwise be released as of the Effective Time. Following the Effective Time, the Surviving Company and its Subsidiaries shall have no obligation or liability to Parent or its Subsidiaries with respect to the Intercompany Agreements.

(c) With respect to any obligations of Safety under any guarantees, indemnification obligations, letters of credit, letters of comfort, bid bonds or performance or surety bonds or cash or other collateral obtained or given by Safety relating to the Business of Parent and its Subsidiaries (other than the Business of Safety) (collectively, the "Safety Guarantees"), Parent shall use commercially reasonable efforts to cause Safety to be fully released effective as promptly as practicable after the Effective Time, in respect of all obligations of Safety under any such Safety Guarantees. If Parent is unable to effect such a substitution and release with respect to any Safety Guarantee, Parent shall indemnify Receiver and its Subsidiaries against any and all losses and expenses arising from such Safety Guarantee.

(d) With respect to any obligations of Parent under any guarantees, indemnification obligations, letters of credit, letters of comfort, bid bonds or performance or surety bonds or cash or other collateral obtained or given by Parent relating solely to the Business of Safety and set forth in Section 6.9(d) of the Safety Disclosure Letter (collectively, the "Parent Guarantees"), Safety and Receiver shall use commercially reasonable efforts to cause Parent to be fully released effective as promptly as practicable after the Effective Time, in respect of all obligations of Parent under any such Parent Guarantees. If Safety is unable to effect such a substitution and release with respect to any Parent Guarantee, Receiver shall indemnify Parent and its Subsidiaries against any and all losses and expenses arising from such Parent Guarantee.

(e) With respect to any liability or obligation under the contracts and agreements listed in Section 6.9(e) of the Safety Disclosure Letter, Parent shall indemnify, defend and hold harmless Receiver and its Subsidiaries (including the Surviving Company) against any and all losses (including punitive, special, consequential and opportunity cost damages of any kind and the loss of anticipated or future business or profits) and expenses relating to, in connection with or arising under such contracts and agreements and agrees to pay and discharge any losses and expenses thereunder and, to the extent Receiver or its Subsidiaries (including the Surviving Company) makes any payment thereunder, to reimburse Receiver for any such payments; provided, that such indemnification obligation claims shall be subject to the limitation set forth in Section 6.9(e) of the Safety Disclosure Letter.

(f) On and after the Effective Time, at the request of Receiver, Parent shall use commercially reasonable efforts to transfer to the Surviving Company or its Subsidiaries any assets, properties or rights relating primarily to the Business of Safety that have not previously been so transferred.

Section 6.10 Benefits Matters.

(a) Until the 12-month anniversary of the Effective Time (the "Continuation Period"), Receiver shall provide, or cause to be provided to, Receiver Employees and Safety Employees (the "Affected Employees") total compensation and employee benefits

that are substantially comparable in the aggregate to those currently provided by Receiver or Safety (or their respective Subsidiaries), as applicable, to such employees pursuant to the Receiver Employee Plans or the Safety Employee Plans, as applicable, it being understood that the particular elements of compensation and benefits provided after the Effective Time may be different from the particular elements of compensation and benefits provided before the Effective Time.

(b) For all purposes (including purposes of vesting, eligibility to participate and level of benefits) under any employee benefit plans, programs or arrangements of Receiver or the Surviving Company or their respective Subsidiaries that provide benefits to the Affected Employees (the " New Plans") and any employee benefit plan, program or arrangement of Parent in which any Affected Employee participates, each Affected Employee shall be credited with his or her years of service with, as applicable, Receiver or Safety (and their respective Subsidiaries and predecessors) before the Effective Time, to the same extent as such Receiver or Safety employee was entitled, before the Effective Time, to credit for service under any similar employee benefit plan of Receiver, the Surviving Company, Parent or any of their respective Subsidiaries, as applicable, in which such employee participated or was eligible to participate immediately prior to the Effective Time, provided that the foregoing shall not apply with respect to benefit accrual under any defined benefit pension plan or retiree medical benefit plan or to the extent that its application would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing, (i) each Affected Employee shall be immediately eligible to participate, without any waiting time, in any and all New Plans, except to the extent such employee would not have been eligible to participate under comparable plans of Receiver or Safety (or their respective Subsidiaries), as applicable, immediately prior to the Effective Time and (ii) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Affected Employee, Receiver or the Surviving Company shall cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents to the extent that such conditions would be waived under the comparable plans of Receiver and its Subsidiaries or Safety and its Subsidiaries, as applicable, in which such employee participated immediately prior to the Effective Time and Receiver or the Surviving Company shall cause any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Receiver Employee Plans or Safety Employee Plans, as applicable, in which such Affected Employee participated immediately before the consummation of the Merger to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan but only to the extent such expenses were incurred before the date such employees participation in the corresponding New Plan is effective. For the avoidance of doubt, to the extent any Affected Employee participates, or is eligible to participate in, the same employee benefit plan, program or arrangement

before and after the Effective Time, this paragraph shall not affect such Affected Employee.

(c) For purposes of determining the number of vacation days to which each Affected Employee shall be entitled, Receiver shall honor or shall cause to be honored all vacation days earned but not yet taken by such Affected Employee under the vacation program of Safety or Receiver, as applicable, covering such Affected Employee immediately prior to the Effective Time; provided, that nothing herein shall prohibit or restrict Receiver from implementing or applying a "use it or lose it" or similar vacation policy with respect to any and all Affected Employees after the Effective Time as long as all such Affected Employees are given a reasonable opportunity following the Effective Time in which to use any vacation that they have earned as of the Effective Time.

(d) From and after the Closing Date, Receiver shall honor, pay, perform and satisfy or shall cause to be honored, paid, performed and satisfied any and all of Safety's liabilities, obligations and responsibilities to, or in respect of, each Safety Employee arising under the terms of any Safety Employee Plan, in accordance with the terms of such Safety Employee Plan; provided, that with respect to any Safety Employee Plan that is not maintained by Safety, Receiver shall only honor or cause to be honored Safety's liabilities, obligations and responsibilities to the extent such liabilities, obligations and responsibilities are administrative in nature and non-material (it being understood that all other liabilities, obligations and responsibilities related to such plans shall be addressed in the Transition Services Agreement). Nothing herein shall be deemed to be a guarantee of employment for any employee of Safety, Receiver or their respective Subsidiaries, or to restrict the right of the Receiver, Safety, or their respective Subsidiaries, to terminate or cause to be terminated any employee at any time for any or no reason with or without notice. Notwithstanding the foregoing provisions of this Section 6.10, nothing contained herein, whether express or implied, (i) shall be treated as an amendment or other modification of any Receiver Employee Plan, Safety Employee Plan or any other employee benefit plan, program or arrangement or the establishment of any employee benefit plan, program or arrangement or (ii) shall limit the right of Receiver or any of its Subsidiaries to amend, terminate or otherwise modify (or cause to be amended, terminated or otherwise modified) any Receiver Employee Plan, Safety Employee Plan or any other employment benefit plan, program or arrangement following the Closing Date in accordance with its terms. Parent, Receiver and Safety acknowledge and agree that all provisions contained in this Section 6.10 with respect to Affected Employees are included for the sole benefit of Parent, Receiver and Safety, and that nothing herein, whether express or implied, shall create any third party beneficiary or other rights (i) in any other person, including any employees, former employees, any participant in any employee benefit plan, program or arrangement (or any dependent or beneficiary thereof), of Safety, Receiver or their respective Affiliates or (ii) to continued employment with Parent, Receiver, or any of their respective Affiliates or continued participation in any employee benefit plan, program or arrangement.

(e) Effective prior to the Record Date, Receiver shall take all actions reasonably necessary to allow for the exercise of outstanding stock options under the Receiver Stock Plans and the payment of withholding taxes through the withholding of shares of Receiver Common Stock in connection with stock options under such Plans. Receiver shall use commercially reasonable efforts to notify all holders of the opportunity for such exercise and to participate in the Extraordinary Dividend. To the extent an option is not exercised prior to the record date, Receiver shall take appropriate action to adjust such options to take into account the Extraordinary Dividend pursuant to the terms of the Receiver Stock Plans and in compliance with Section 409A of the Code and Treasury Regulation §1.409A-1(b)(5)(v). Receiver shall take all action necessary to accelerate and settle all restricted stock units outstanding prior to the date hereof under the Receiver Stock Plans effective as of the Record Date.

(f) Effective as of the Closing Date, Parent shall cause one of its U.S. Subsidiaries other than Safety to establish a deferred compensation plan (the "Transferee Deferred Compensation Plan"). Effective as of the Closing Date, (i) the Transferee Deferred Compensation Plan shall assume and be solely responsible for all liabilities for or relating to participants who are not current or former employees of Safety or any of its Subsidiaries (" Non-Safety Participants") under the Safety Executive Deferred Compensation Plan, (ii) Safety shall cause the accounts (including any unvested amounts) of the Non-Safety Participants under the Safety Executive Deferred Compensation Plan as of such date to be transferred to the Transferee Deferred Compensation Plan, and (iii) Parent shall cause such transferred accounts and assets to be accepted by such plan. Notwithstanding anything in the Safety Executive Deferred Compensation Plan to the contrary, (i) no distribution of account balances shall be made to any participant under the Safety Executive Deferred Compensation Plan or the Transferee Deferred Compensation Plan as a result of the Closing, and (ii) both the Surviving Company and Parent shall cause there to be a continuation of earnings on participants' accounts under the Safety Executive Deferred Compensation Plan and the Transferee Deferred Compensation Plan, as applicable, substantially identical to Section 5.1 of the Safety Executive Deferred Compensation Plan, and shall provide all applicable representations and warranties, and there shall be a continuation of the distribution elections under each of the corresponding Plans in each case as required under Section VI of the Safety Executive Deferred Compensation Plan.

Section 6.11 Tax Matters.

(a) Federal and Consolidated Income Tax Liabilities. Parent shall be responsible for and shall pay or cause to be paid when due, and shall indemnify and hold harmless, on an after-tax basis, Receiver and its Subsidiaries (including, after the Effective Time, the Surviving Company) from and against (i) all Federal and Consolidated Income Tax Liabilities, (ii) all Taxes imposed on Safety as a result of the distribution by Safety of the assets described in item (1) of Schedule 5.2(e) of the Safety

Disclosure Letter, (iii) all Taxes imposed on Safety to the extent such Taxes would not have been imposed but for the transactions effected pursuant to Section 2.8(i) and (iv) all Taxes imposed on or in connection with the transactions effected pursuant to this Agreement to the extent such Taxes would not have been imposed but for the transactions effected pursuant to Section 2.8(i) (provided that, for the avoidance of doubt, any effect on the basis that Receiver may have in the limited liability company interests in Safety at any time for purposes of any Tax shall not give rise to indemnification hereunder) including in all cases any out-of-pocket expenses incurred in connection therewith. Notwithstanding the foregoing, Parent shall not be responsible for or pay or cause to be paid or indemnify or hold harmless Receiver and its Subsidiaries (including, after the Effective Time, the Surviving Company) from and against (and Receiver shall be responsible for and pay or cause to be paid and indemnify and hold harmless Parent and its Subsidiaries, on an after-tax basis, from and against any Taxes, including any out-of-pocket expenses incurred in connection therewith, resulting from the Surviving Company undertaking activity on the Closing Date after the Effective Time outside the ordinary course of business in the same manner heretofore conducted excluding, in all cases, any transactions contemplated by this Agreement.

(b) Tax Liabilities Other than Federal and Consolidated Income Tax Liabilities. After the Effective Time, Receiver shall be responsible for, and shall pay or cause to be paid when due, and shall indemnify and hold harmless, on an after-tax basis, Parent and its other Subsidiaries from and against, all Taxes imposed on Safety or the Surviving Company, including any out-of-pocket expenses incurred in connection therewith, excluding Tax liabilities for which Parent is responsible under Section 6.11(a). For the avoidance of doubt, references to Parent and its Subsidiaries in this Section 6.11(b) shall not include Parent and its Subsidiaries in their capacities as direct or indirect owners of Receiver Common Stock on or after the Effective Time.

(c) Indemnity Payments. If Parent or Receiver (each a "party" for the purposes of this Section 6.11(c)), as the case may be, or their respective Subsidiaries, incurs any liability for Taxes or expenses that are the responsibility of the indemnifying party in accordance with the terms of this Section 6.11, within a reasonable time prior thereto, or if no notice can be given prior thereto, within a reasonable time thereafter, the indemnified party shall give written notice to the indemnifying party of the Taxes or expenses so payable and the amount which is the liability of the indemnifying party, although failure to do so will not relieve the indemnifying party of its liability hereunder except to the extent the indemnifying party is actually prejudiced. The indemnifying party shall pay such amount on the later to occur of (i) the date payment is made of the Taxes or expenses and (ii) five Business Days after receipt of written notice thereof.

(d) Tax Sharing Agreements. On or prior to the Effective Time, Parent shall cause to be terminated all tax sharing agreements between Safety on the one hand and Parent (or any of Parent's Subsidiaries other than Safety) on the other hand.

(e) Tax Returns, Elections, etc.

(i) Safety shall join, to the extent permitted by Law for all Pre-Closing Periods, in (A) the consolidated U.S. federal income Tax Returns for the affiliated group of which DGP is the common parent and (B) each other Consolidated or Combined Return and each Tax Return of a Safety Group. To the extent not previously filed, Parent shall cause to be filed (i) all Tax Returns set forth in the immediately preceding sentence and (ii) all other Tax Returns that are required to be filed by or with respect to Safety on or before the Closing Date. With respect to items of Safety, all Tax Returns described in the immediately preceding sentence shall, to the extent permitted by applicable Law, be prepared on a basis consistent with the last previous such Tax Returns filed on or before the date hereof in respect of Safety to the extent the failure to do so could reasonably be expected to materially increase Taxes for which Receiver is responsible under Section 6.11(b).

(ii) Receiver shall file, or cause to be filed, all Tax Returns (other than Consolidated or Combined Returns or any Tax Return of a Safety Group) relating to the business or assets of Safety, the Surviving Company, Receiver and their Subsidiaries required to be filed after the Closing Date.

(iii) If Parent delivers a Non-Election Notice pursuant to Section 2.8, so long as the accompanying IRS Form 8832 was completed by Parent in a manner reasonably satisfactory to Receiver, Receiver shall promptly sign such Form and deliver it to Parent by overnight delivery service at the address designated by Parent in the Non-Election Notice, and by such delivery Receiver and Merger Sub authorize Parent to submit such Form to the IRS. Receiver shall cooperate in good faith with Parent to effect the election described in the Non-Election Notice; provided, that Receiver shall have no responsibility for the preparation, correctness or filing of any forms or other documentation required to effect the election, or the effectiveness of the election, described in the Non-Election Notice, except for the execution and delivery of forms pursuant to the preceding sentence. If the IRS Form accompanying the Non-Election Notice was completed in a manner that is not reasonably satisfactory to Receiver, Receiver shall promptly notify Parent. Provided Receiver shall have delivered an executed IRS Form 8832 to Parent as contemplated by this Section 6.11(e)(iii), Parent shall timely file such election. Receiver represents and warrants that as of the date of this Agreement neither Receiver nor Merger Sub has made an election with respect to the classification of Merger Sub for U.S. federal income tax purposes, and, unless Parent delivers a Non-Election Notice, Receiver shall not make, and shall cause Merger Sub not to make, an election to treat Merger Sub as an association taxable as a corporation for U.S. federal income tax purposes.

(iv) Parent represents and warrants that Safety is properly treated for U.S. federal income tax purposes as an association taxable as a corporation, and neither Parent, Safety nor any Affiliate thereof shall make an election inconsistent with such treatment.

(f) Tax Audits, Assistance and Cooperation.

(i) Parent or Receiver, as the case may be, shall notify the other party within twenty (20) days upon receipt by such party or any of its Subsidiaries of notice of any pending or threatened Tax audits, examinations, notices of deficiency or other adjustments, assessments or redeterminations (" Tax Matters") that could reasonably be expected to increase Taxes for which such other party may be responsible under this Section 6.11, although failure to do so will not relieve the indemnifying party of its liability hereunder except to the extent the indemnifying party is actually prejudiced by such failure.

(ii) Parent shall have the sole right to control, contest, resolve and defend against any Tax Matters relating to Taxes for which Parent is responsible under Section 6.11(a) and to employ counsel of its own choice at its own expense; provided, however, that with respect to any Tax Matter that could reasonably be expected to materially increase Taxes for which Receiver is responsible under Section 6.11(b), (A) Parent shall keep Receiver reasonably informed with respect to the commencement, status and nature of any such Tax Matter, notify Receiver of significant developments with respect to such Tax Matter and consult with Receiver with respect to such Tax Matter, and (B) neither Parent nor any Subsidiary of Parent shall enter into any settlement of, or otherwise compromise, any such Tax Matter to the extent that any such settlement or compromise could reasonably be expected to materially increase Taxes for which Receiver is responsible under Section 6.11(b) without Receiver's prior written consent, which consent shall not be unreasonably withheld or delayed. If the parties disagree as to the settlement or compromise of any such Tax Matter, such disagreement shall be resolved pursuant to Section 6.11(h).

(iii) Receiver shall have the sole right to control all Tax Matters not controlled by Parent pursuant to Section 6.11(f)(ii) and to employ counsel of its choice at its own expense.

(iv) Subject to Section 6.11(g), nothing herein shall be construed to impose on Receiver any obligation to defend Safety in any Tax audit or administrative or court proceeding.

(g) Assistance and Cooperation. After the Effective Time, each of Parent, Receiver and the Surviving Company shall (and shall cause its respective Subsidiaries to):

(i) assist the other party in preparing any Tax Returns which such other party is responsible for preparing and/or filing in accordance with Section 6.11(e);

(ii) maintain and make available to the other party, at such other party's reasonable request, copies of any and all information, books and records necessary to prepare and/or file any Tax Return or to respond to accountants performing financial statement audits and any Taxing Authorities, for the full period of the applicable statute of limitations, including any extensions thereof, with respect to the relevant Taxes;

(iii) promptly furnish the other party with copies of all correspondence received from any Taxing Authority in connection with any Tax Matter or information request with respect to any Taxes for which the other party may have a liability under this Section 6.11; and

(iv) timely provide to the other party powers of attorney or similar authorizations reasonably necessary to carry out the purposes of this Section 6.11(g).

(h) Disputes. If the parties disagree as to the calculation of any amount relating to Taxes governed by this Section 6.11, the parties shall promptly consult with each other and endeavor in good faith, for a period of 30 days, to resolve any such disagreements (each disagreement not so resolved, a " Tax Dispute"). Thereafter, either party may submit the resolution of any Tax Disputes to a mutually agreed upon internationally recognized accounting firm (the " Accounting Arbitrator") to resolve the dispute. The Accounting Arbitrator shall be instructed to resolve the Tax Disputes and such resolution shall be made in accordance with this Agreement, and shall be final, binding and conclusive on the parties on the date of delivery of such resolution. Any expenses relating to the engagement of the Accounting Arbitrator shall be shared equally by the parties.

(i) Refunds and Tax Credits. (i) Parent shall be entitled to retain, or Parent shall be entitled to receive immediate payment from Receiver of, any refund or credit with respect to Taxes, plus any interest received with respect thereto (net of any net Tax cost arising out of such receipt and payment) from the applicable Taxing Authorities, relating to Safety or the Surviving Company that are the responsibility of Parent under Section 6.11(a) (including any such refund or credit attributable to the carryback of losses, credits or similar items from a taxable year or period that begins after the Closing Date and is attributable to the Surviving Company or its Subsidiaries) and (ii) Receiver shall be entitled to retain, or shall be entitled to receive immediate payment from Parent of, any other refund or credit with respect to Taxes, plus any interest received with respect thereto (net of any net Tax cost arising out of such receipt and payment) from the applicable Taxing Authorities, relating to Safety or the Surviving Company. Parent and

Receiver shall cooperate, and shall cause their respective Subsidiaries to cooperate, with respect to claiming any refund or credit with respect to Taxes referred to in this Section 6.11(i). The party that is to enjoy the economic benefit of a refund under this Section 6.11(i) shall bear the reasonable out-of-pocket expenses of the other party incurred in seeking such refund. Any dispute regarding a party's entitlement to a payment in respect of a refund shall be resolved pursuant to the Tax Dispute resolution mechanism in Section 6.11(h).

(j) Carrybacks. To the extent permitted by Law, Receiver and the Surviving Company shall elect to use currently or carry forward any net operating losses, net capital losses, unused tax credits and other deductible or creditable tax attributes arising in a period beginning after the Effective Time, rather than carry any such items back to a consolidated, combined or unitary Tax Return of Parent or any Subsidiary of Parent for any Pre-Closing Period.

(k) Transfer Taxes. Subject to Section 6.11(a), but otherwise notwithstanding any provision of this Agreement to the contrary, if the Closing occurs, all Transfer Taxes shall be borne by the Surviving Company. Receiver shall file, or shall cause to be filed, to the extent permitted by applicable law, all Tax Returns, as may be required to comply with the provisions of any applicable Laws relating to Transfer Taxes. Parent shall cooperate with Receiver in connection with all such filings and shall cause to be filed any Tax Returns relating to transfer Taxes that Receiver is not permitted to file.

(l) Tax Opinion. Parent, on the one hand, and Receiver, on the other hand, shall cooperate with each other in obtaining, and shall use their respective commercially reasonable efforts to obtain, a written opinion of their respective tax counsel, Debevoise & Plimpton LLP in the case of Parent (" Parent Tax Counsel"), and Sidley Austin LLP in the case of Receiver (" Receiver Tax Counsel"), in form and substance reasonably satisfactory to Parent and Receiver, respectively (each such opinion, a "Merger Tax Opinion"), dated as of the Effective Time, to the effect that, on the basis of the facts, representations and assumptions set forth in such opinion, the Merger will be treated as a reorganization under Section 368(a) of the Code. Each of Parent and Receiver shall deliver to Parent Tax Counsel and Receiver Tax Counsel for purposes of the Merger Tax Opinions customary representations and covenants, including those contained in certificates of Parent and Receiver, reasonably satisfactory in form and substance to Parent Tax Counsel and Receiver Tax Counsel. Each of Parent, Safety and Receiver agrees to use its commercially reasonable efforts to cause the Merger to be treated as a reorganization under Section 368(a) of the Code. The agreements of the parties in this Section 6.11(l) are subject to clause (ii) of Section 2.8.

(m) Survival of Obligations. Notwithstanding anything to the contrary in this Agreement, and notwithstanding Section 9.1 of this Agreement, the obligations of the parties set forth in this Section 6.11 shall remain in effect without limitation as to time.

Section 6.12 Public Announcements. The initial press release issued by Parent, Safety and Receiver concerning this Agreement, the Merger and the other transactions contemplated hereby shall be a joint press release and thereafter Parent, Safety and Receiver shall consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation, except as may be agreed by the other parties or as such party may determine is required by applicable Law, court process or rule or regulation of any stock exchange or regulatory body.

Section 6.13 Stockholder Litigation. Receiver agrees that it shall not settle or offer to settle any litigation commenced after the date hereof against Receiver or any of its directors or executive officers by any stockholder of Receiver relating to this Agreement, the Merger or any other transaction contemplated hereby without the prior written consent of Parent (not to be unreasonably withheld, delayed or conditioned).

Section 6.14 Financial Statements.

(a) As promptly as practicable following the date of this Agreement, but in no event later than nine weeks thereafter, Parent and Safety shall deliver to Receiver audited financial statements of Safety and its Subsidiaries for the years ended May 31, 2005, 2006 and 2007 (containing combined balance sheets of Safety and its Subsidiaries as of May 31, 2005, 2006 and 2007 and combined statements of operations and cash flows of Safety and its Subsidiaries for the years ended May 31, 2005, 2006 and 2007), prepared in accordance with GAAP, together with all related notes and schedules thereto, accompanied by an audit report of PWC without qualification or exception (the " Safety Audited Financial Statements "). Receiver's obligations' under Section 6.1(a) and 6.1(b) shall be extended to account for the delivery of the Safety Audited Financial Statements. Parent and Safety shall also use commercially reasonable efforts to deliver, as promptly as practicable but in no event later than July 31, 2008, to Receiver audited financial statements of Safety and its Subsidiaries for the year ended May 31, 2008 (containing combined balance sheets of Safety and its Subsidiaries as of May 31, 2006, 2007 and 2008 and statements of operations and cash flows of Safety and its Subsidiaries for the years then ended), prepared in accordance with GAAP, together with all related notes and schedules thereto, accompanied by an audit report of PWC without qualification or exception (the " Safety 2008 Audited Financial Statements "). The "Safety Audited Financial Statements" shall include the Safety 2008 Audited Financial Statements for all purposes of this Agreement, it being understood that, for purposes of Section 5.5(c), the delivery of the Safety 2008 Audited Financial Statements shall not affect the determination of the Safety Financial Statement Delivery Date, unless at the time the Safety Audited Financial Statements (other than the Safety 2008 Audited Financial Statements) were delivered to Receiver, such Safety Audited Financial Statements were stale for purposes of filing the preliminary Proxy Statement.

(b) Parent and Safety shall deliver to Receiver when available, for the three month period ending on February 29, 2008 and each three month period thereafter (each, an "Interim Period") until the Closing Date, an unaudited combined balance sheet of Safety and its Subsidiaries at the end of the applicable Interim Period and unaudited combined statements of operations and cash flows of Safety and its Subsidiaries for such Interim Period, together with all related notes and schedules thereto, prepared in accordance with GAAP (the " Interim Financials"). Parent and Safety shall deliver the Interim Financials to Receiver as promptly as practicable following the end of the applicable Interim Period, but in no event later than thirty days thereafter.

(c) As promptly as practicable following the date of this Agreement, but in no event later than nine weeks thereafter, Receiver shall deliver to Parent a reconciliation from GAAP to IFRS of Receiver's consolidated balance sheet and income statement for the years ended December 31, 2005, 2006 and 2007 for inclusion in the Circular.

Section 6.15 Insurance. Receiver shall, in consultation with Parent, take such actions as may be commercially reasonable to maintain or, if necessary, obtain insurance coverage, effective as of the Effective Time, in such amounts and against such risks as are reasonably customary in the industries in which Receiver and its Subsidiaries shall operate as of the Effective Time.

Section 6.16 Working Capital. Parent shall cause the Working Capital Amount immediately prior to the Effective Time to be an amount consistent with past practice and in an amount necessary to meet the requirements of the business of Safety immediately prior to the Effective Time. For purposes of this Section 6.16, "Working Capital Amount" shall mean current assets of Safety less current liabilities of Safety and shall be determined on a basis consistent with and using the same methods used in preparing the Safety Audited Financial Statements.

Section 6.17 Receiver Board of Directors. Receiver shall use commercially reasonable efforts to cause:

(a) An increase in the total number of directors serving on the Board of Directors of Receiver to ten;

(b) The resignation of the members of the Board of Directors of Receiver other than (i) the chief executive officer of Receiver and (ii) three members of Board of Directors of Receiver; and

(c) The appointment by the remaining members of six additional Persons designated by Parent to the Board of Directors of Receiver, each to hold office in accordance with Receiver's Constituent Documents.

Section 6.18 Subsidiaries. On or prior to the Effective Time:

(a) Safety shall and Parent shall cause Safety to take such actions as are necessary to amend the Safety LLC Agreement to the extent necessary and as Receiver may reasonably request to allow for the direct control of Safety by Receiver pursuant to such policies and subject to such resolutions as may be promulgated by the Board of Directors of Receiver; and

(b) Receiver shall take such actions as are necessary to amend the Constituent Documents of its Subsidiaries to the extent necessary and as Parent may reasonably request to allow for the direct control of such Subsidiaries by Receiver pursuant to such policies and subject to such resolutions as may be promulgated by the Board of Directors of Receiver.

Section 6.19 Software License Agreement. Parent and Receiver shall use commercially reasonable efforts to negotiate a software license agreement (the "Software Agreement") on mutually acceptable terms at or prior to the Closing which shall grant Safety a royalty-free, worldwide license, on an open-source basis, to continue to use the assets identified in item (1) of Schedule 5.2(e) of the Safety Disclosure Letter.

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligation to Effect the Merger. The obligation of each party to effect the Merger is subject to the satisfaction or waiver by such party on or prior to the Closing Date of the following conditions:

(a) Receiver Stockholder Approval. The Receiver Stockholder Approval shall have been obtained.

(b) Parent Shareholder Approval. The Parent Shareholder Approval shall have been obtained.

(c) Antitrust.

(i) Any applicable waiting periods, together with any extensions thereof, under the HSR Act shall have expired or been terminated.

(ii) To the extent that any other antitrust or merger control clearances, consents or approvals are required for the Merger or local implementation according to the law of any other jurisdiction, such clearances, consents or approvals shall have been granted (or have been deemed in accordance with the relevant law to have been granted) by the relevant authority.

(d) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, judgment, injunction or other order (whether temporary, preliminary or permanent), in any case which is in effect and which prevents or prohibits consummation of the Merger.

(e) Tax Matters. Subject to clause (ii) of Section 2.8, Parent shall have received a Merger Tax Opinion from Parent Tax Counsel, in form and substance reasonably satisfactory to Parent, and Receiver shall have received a Merger Tax Opinion from Receiver Tax Counsel, in form and substance reasonably satisfactory to Receiver.

Section 7.2 Conditions to Obligations of Parent and Safety. The obligations of Parent and Safety to effect the Merger are further subject to the satisfaction or waiver by them on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Receiver contained in Section 4.1(a), Section 4.1(b)(ii), Section 4.1(c) and Section 4.1(d) shall be true and correct in all material respects as of the date hereof and at and as of the Effective Time as if made at and as of such time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date). The other representations and warranties of Receiver contained in this Agreement shall be true and correct (without giving effect to any limitation as to materiality or Material Adverse Effect set forth therein) as of the date hereof and at and as of the Effective Time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Receiver. Parent shall have received a certificate signed on behalf of Receiver by the Chief Executive Officer and the Chief Financial Officer of Receiver to such effect.

(b) Performance of Obligations of Receiver. Receiver shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate signed on behalf of Receiver by the chief executive officer and the chief financial officer of Receiver to such effect.

(c) Absence of Material Adverse Effect on Receiver. Since the date of this Agreement, there shall not have been any Material Adverse Effect with respect to Receiver.

(d) Ancillary Agreement. Receiver shall (i) have duly and validly executed and delivered to Parent the Relationship Agreement and (ii) not have revoked or rescinded such agreement.

(e) Board of Directors.

(i) The Board of Directors of Receiver shall have been increased to ten members;

(ii) all members of the Board of Directors of Receiver shall have tendered their resignation, effective at the Effective Time, other than the chief executive officer of Receiver and three independent members of the Board of Directors of Receiver; and

(iii) the members of the Board of Directors of Receiver shall have appointed the six directors designated by Parent pursuant to Section 6.17(b) to serve on the Board of Directors of Receiver effective as of the Effective Time, each to hold office in accordance with Receiver's Constituent Documents.

Section 7.3 Conditions to Obligation of Receiver. The obligation of Receiver to effect the Merger is further subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Safety contained in Section 4.2(a), Section 4.2(c), Section 4.2(d), Section 4.2(f)(i) and Section 4.2(y) shall be true and correct in all material respects as of the date hereof and at and as of the Effective Time as if made at and as of such time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date). The other representations and warranties of Safety and Parent in this Agreement shall be true and correct (without giving effect to any limitation as to materiality or material adverse effect set forth therein) as of the date hereof and at and as of the Effective Time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Safety. Receiver shall have received a certificate signed on behalf of Parent by the Chief Executive Officer and Chief Financial Officer of Parent to such effect.

(b) Performance of Obligations of Parent and Safety. Parent and Safety shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date, and Receiver shall have received a certificate signed on behalf of Parent by the Chief Executive Officer and Chief Financial Officer of Parent to such effect.

(c) Absence of Material Adverse Effect on Safety. Since the date of this Agreement, there shall not have been any Material Adverse Effect with respect to Safety.

(d) Ancillary Agreements. Parent shall have (i) duly and validly executed and delivered to Receiver each of the Relationship Agreement, the Software Agreement and the Trademark Agreement and (ii) not have revoked or rescinded any such agreements.

(e) Parent Election Under 2.8(i). In the event Parent exercised its right to cause a transfer of some or all of the limited liability company interests of Safety pursuant to Section 2.8(i), Receiver shall not have determined, in good faith, that such transfer would be reasonably likely to be material and adverse to Receiver's enterprise value, after taking into account any indemnification provided to Receiver pursuant to this Agreement or otherwise offered by Parent; provided, that any effect of such transfer on the basis that Receiver may have in the limited liability company interests in Safety at any time for purposes of any Tax shall not be taken into account.

Section 7.4 Frustration of Closing Conditions. None of Receiver, Parent or Safety may rely on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was caused by such party's failure to comply with its obligations under Section 6.5, subject to the limitations and restrictions set forth therein.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.1 Termination. This Agreement may be terminated, and the Merger contemplated hereby may be abandoned, at any time prior to the Effective Time, whether before or, subject to the terms hereof, after Receiver Stockholder Approval or Parent Shareholder Approval has been obtained:

(a) by mutual written consent of Parent and Receiver;

(b) by either Parent or Receiver if:

(i) the Merger shall not have been consummated by October 31, 2008, provided, that if, as of October 31, 2008, the conditions set forth in Section 7.1(c) have not been satisfied, the termination date may be extended from time to time by Parent or Receiver until the earlier of December 31, 2008 and four Business Days after the date the conditions to Closing set forth in Section 7.1(c) have been satisfied (such date, including any such permitted extensions thereof, the "Outside Date") and provided, further, that the right to terminate the Agreement pursuant to this Section 8.1(b)(i) shall not be available to any party whose failure to perform any obligation or other breach under this Agreement has been the cause of, or resulted in, the failure of the Merger to be consummated by such time;

(ii) any Governmental Entity issues an order, decree or ruling or takes any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable, provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall not be available to any party who has not used its commercially reasonable efforts to (a) cause such order, decree or ruling to be lifted or (b) take such action as is required to comply with Section 6.5;

(iii) Receiver Stockholder Approval shall not have been obtained at the Receiver Stockholders Meeting or any adjournment or postponement thereof; or

(iv) Parent Shareholder Approval shall not have been obtained at the Parent Shareholders Meeting or any adjournment or postponement thereof.

(c) by Parent, if:

(i) (x) Receiver shall have breached any of its representations, warranties or covenants contained in this Agreement, which breach, either individually or in the aggregate, (i) would result in, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.2(a) or 7.2(b) and (ii) has not been or is incapable of being cured by Receiver within 20 Business Days after its receipt of written notice thereof from Parent; or (y) between the date hereof and the Closing Date (A) there occurs any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Receiver and (B) such state of facts, change, development, effect, condition or occurrence is incapable of being cured by the Outside Date; provided, that, in the case of clause (x) or (y), neither Safety nor Parent is then in breach of any representation, warranty, covenant or agreement contained in this Agreement such that a condition set forth in Section 7.3(a) or Section 7.3(b) would not be satisfied;

(ii) Receiver shall have breached or, pursuant to the last sentence of Section 5.5(a), be deemed to have breached, in each case, in any material respect, its obligations under Section 5.5(a) through (c);

(iii) subject to the penultimate sentences of Section 5.5(c) and Section 5.5(d), the Board of Directors of Receiver shall have effected a Change in the Receiver Recommendation or, in the case of a Takeover Proposal with respect to Receiver made by way of a tender offer or exchange offer, failed to recommend that Receiver's stockholders reject such tender offer or exchange offer within the ten Business Day period specified in Section 14e-2(a) under the Exchange Act; or

(iv) pursuant to Section 5.6(c) or Section 5.6(d), Parent is entitled to terminate this Agreement.

(d) by Receiver, if:

(i) (x) Parent or Safety shall have breached any of its representations, warranties or covenants contained in this Agreement, which breach, either individually or in the aggregate (i) would result in, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.3(a) or 7.3(b) and (ii) has not been or is incapable of being cured by Parent or Safety, as applicable, within 20 Business Days after its receipt of written notice thereof from Receiver; or (y) between the date hereof and the Closing Date (A) there occurs any state of facts, change, development, effect, condition or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Safety and (B) such state of facts, change, development, effect, condition or occurrence is incapable of being cured by the Outside Date; provided, that, in the case of clause (x) or (y), Receiver is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement such that a condition set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied;

(ii) Parent or Safety shall have breached or, pursuant to the last sentence of Section 5.6(a), be deemed to have breached, in each case, in any material respect, their respective obligations under Section 5.6(a) through (c);

(iii) subject to the penultimate sentences of Section 5.6(c) and Section 5.6(d), the Board of Directors of Parent shall effect a Change in the Parent Recommendation;

(iv) pursuant to Section 5.5(c) or Section 5.5(d), Receiver is entitled to terminate this Agreement; or

(v) Parent and Safety do not deliver the Safety Audited Financial Statements when required pursuant to Section 6.14.

Section 8.2 Effect of Termination. In the event of termination of this Agreement by either Receiver or Parent as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Parent, Safety or Receiver, or any of its Affiliates, directors, officers, shareholders, except that Parent, Safety or Receiver, as the case may be, may have liability or obligations set forth in Section 6.8, this Section 8.2, Section 8.3 and Article IX; provided, however, that no such termination shall relieve any party hereto from any liability for a willful and material breach by such party of any of its representations, warranties or covenants and agreements set forth in this Agreement and all rights and remedies of such non-breaching party under this Agreement in the case of any such breach, at law or in

equity, shall be preserved. The Confidentiality Agreement shall survive any termination of this Agreement and shall apply to all information and material delivered by any party hereunder, in each case in accordance with its terms.

Section 8.3 Termination Fee.

(a) If this Agreement is terminated pursuant to any of the following provisions, Receiver shall pay to Parent and Safety (in the Agreed Proportion) a fee in the aggregate equal to the Receiver Termination Fee, which Receiver Termination Fee shall be Parent's and Safety's sole remedy in respect of termination of this Agreement except in the case of any willful and material breach of this Agreement by Receiver:

(i) Section 8.1(c)(ii), provided that within twelve months after the date of such termination, Receiver enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Receiver; and provided, further, that, solely for purposes of this Section 8.3(a)(i), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%;

(ii) Section 8.1(c)(iii);

(iii) Section 8.1(d)(iv); or

(iv) except where Parent exercised the option set forth in the penultimate sentences of Section 5.5(c) or Section 5.5(d), Section 8.1(b)(iii), provided that after the date hereof and prior to the Receiver Stockholders Meeting, (x) a *bona fide* Takeover Proposal with respect to Receiver shall have been made to Receiver or publicly to its stockholders which has not been withdrawn prior to the Receiver Stockholders Meeting or (y) any Person shall have publicly announced its specific intention to make a *bona fide* Takeover Proposal with respect to Receiver, which shall not have been withdrawn prior to the Receiver Stockholders Meeting, and, in the case of (x) or (y), within twelve months after the date of such termination, Receiver enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Receiver; and provided, further, that, solely for purposes of this Section 8.3(a)(iv), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%.

(b) If Receiver is required to pay a Receiver Termination Fee, such Receiver Termination Fee (i) shall be payable to each of Parent and Safety based on the Agreed Proportion and (ii) shall be payable immediately prior to, or concurrently with, termination of this Agreement in the event of termination by Receiver, and not later than one Business Day after the receipt by Receiver of a notice of termination from Parent in the event of termination by Parent, in each case by wire transfer of immediately available

funds to the accounts designated by Parent (except that, (x) in the case of termination pursuant to Section 8.1(b)(iii), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(a)(iv), or (y) in the case of a termination pursuant to 8.1(c)(ii), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(a)(i)).

(c) If this Agreement is terminated pursuant to any of the following provisions, Parent and Safety shall pay to Receiver (in the Agreed Proportion) a fee equal in the aggregate to the Safety Termination Fee, which Safety Termination Fee shall be Receiver's sole remedy in respect of termination of this Agreement except in the case of any willful and material breach of this Agreement by Parent or Safety:

(i) Section 8.1(d)(ii), provided, that within twelve months after the date of such termination, Safety enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Safety; and provided, further, that, solely for purposes of this Section 8.3(c)(i), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%;

(ii) Section 8.1(d)(iii);

(iii) Section 8.1(c)(iv); or

(iv) Except where Receiver has exercised the option set forth in the penultimate sentences of Section 5.6(c) or Section 5.6(d), Section 8.1(b)(iv), provided that after the date hereof and prior to the Parent Shareholders Meeting, (x) a *bona fide* Takeover Proposal with respect to Safety shall have been made to Safety, Parent or Parent's shareholders which has not been withdrawn prior to the Parent Shareholders Meeting or (y) any Person shall have publicly announced its specific intention to make a *bona fide* Takeover Proposal with respect to Safety which has not been withdrawn prior to the Parent Shareholders Meeting, and, in the case of (x) or (y), within twelve months after the date of such termination, Safety enters into a definitive agreement to consummate, or consummates, a Takeover Proposal with respect to Safety; and provided, further, that, solely for purposes of this Section 8.3(c)(iv), the term "Takeover Proposal" shall have the meaning ascribed thereto in Section 1.1, except that all references to 20% shall be changed to 50.1%; or

(d) If Parent and Safety are required to pay Receiver a Safety Termination Fee, each shall pay its Agreed Portion of such Safety Termination Fee, immediately prior to, or concurrently with, termination of this Agreement in the event of termination by Parent, and not later than one Business Day after the receipt by Parent of a notice of termination from Receiver in the event of termination by Receiver, in each case by wire transfer of immediately available funds to an account designated by Receiver (except

that, (x) in the case of termination pursuant to Section 8.1(b)(iv), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(c)(iv), or (y) in the case of a termination pursuant to 8.1(d)(ii), such payment shall be made on the date of the first to occur of the events referred to in the first proviso to Section 8.3(c)(i)).

(e) Parent irrevocably and unconditionally guarantees to Receiver the due and punctual payment of Safety's Agreed Proportion of the Safety Termination Fee (the "Safety Guaranteed Obligation"). Safety irrevocably and unconditionally guarantees to Receiver the due and punctual payment of Parent's Agreed Proportion of the Safety Termination Fee (the "Parent Guaranteed Obligation"), and together with the Safety Guaranteed Obligation, the " Guaranteed Obligations"). This is a guaranty of full and punctual performance and payment and not merely a guaranty of collection. If the Safety Guaranteed Obligation is not punctually performed or paid when due the Parent shall immediately pay the Safety Guaranteed Obligation to Receiver. If the Parent Guaranteed Obligation is not punctually performed or paid when due Safety shall immediately pay the Parent guaranteed Obligation to Receiver. This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until the Guaranteed Obligations have been indefeasibly paid in full or such obligations are no longer payable under this Agreement.

(f) The parties each agree that the agreements contained in this Section 8.3 are an integral part of the transaction contemplated by this Agreement, and that, without these agreements, they would not enter into this Agreement; accordingly, if either Receiver, on the one hand, or Parent on the other hand, fails promptly to pay any amounts due under this Section 8.3 and, in order to obtain such payment, Parent or Receiver commences a suit that results in a judgment against either Receiver or Parent, as applicable, for such amounts, such judgment party shall pay interest on such amounts from the date payment of such amounts were due to the date of actual payment at the base rate of Citibank, N.A. in effect on the date such payment was due, together with the costs and expenses (including reasonable legal fees and expenses) in connection with such suit.

Section 8.4 Amendment. This Agreement may be amended by the parties hereto at any time, whether before or after the Receiver Stockholder Approval or the Parent Shareholder Approval has been obtained; provided, however, that after the Receiver Stockholder Approval or the Parent Shareholder Approval has been obtained, there shall be made no amendment that by applicable Law or the rules of any relevant stock exchange or regulatory body requires further approval by the stockholders or shareholders of Receiver or Parent, respectively, without the further approval of such stockholders or shareholders; provided, further, however, that following the Effective Time, any amendment of this Agreement shall only be effected if the audit committee of the Board of Directors of Receiver approves such action by a majority vote of the

members of such committee then in office. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.5 Extension; Waiver. At any time prior to the Effective Time and to the extent legally permitted, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties (except to the extent prohibited by applicable Law), (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein; provided, however, that after the Receiver Stockholder Approval or Parent Shareholder Approval has been obtained, there shall be made no waiver that by law or the rules of any relevant stock exchange requires further approval by such respective approving stockholders or shareholders without the further approval of such stockholders or shareholders; provided, further, however, that following the Effective Time, any waiver of this Agreement shall only be effected if the audit committee of the Board of Directors of Receiver approves such action by a majority vote of the members of such committee then in office. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of the party or parties to be bound thereby. The failure or delay by any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights nor shall any single or partial exercise by any party to this Agreement of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 9.1 shall not limit any covenant or agreement of the parties that by its terms contemplates performance after the Effective Time and the covenants contained in Section 6.9 and 6.16, which shall survive after the Effective Time.

Section 9.2 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery, upon delivery in person or if sent by facsimile (receipt of which is confirmed), (b) on the day after delivery, by registered or certified mail (postage prepaid, return receipt requested), or (c) one Business Day after having been sent by express mail through an internationally recognized overnight courier, in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Parent or Safety, to:

Misys plc
125 Kensington High Street
London W8 5SF
United Kingdom
Attention: Group General Counsel & Company Secretary
Fax: +44 (0)20 7368-2400

with a copy (which copy shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Andrew L. Bab, Esq.
Fax: +1 212 909-6836

(b) if to Receiver or Merger Sub, to:

Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Fax: +1 312 506-1208

with a copy (which copy shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Frederick C. Lowinger
and Gary D. Gerstman
Fax: +1 312 853-7036

Section 9.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original document and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Until and unless each party has received a counterpart hereof signed by the other parties hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 9.5 Entire Agreement; No Third Party Beneficiaries . This Agreement (together with the Receiver Disclosure Letter and Safety Disclosure Letter) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, except that the Confidentiality Agreement, the Transition Services Agreement (if entered into), the Relationship Agreement, Trademark Agreement, Software Agreement (if entered into) and the Voting Agreement will continue in accordance with their terms, and (b) except for the provisions of Section 6.7 (and only in that case after the Effective Time), is not intended to confer upon any Person other than the parties hereto (and their respective successors and assigns) any rights or remedies. For the avoidance of doubt, no other provision of this Agreement, including Section 6.10 or any other provision relating to employee benefits or compensation, shall be deemed to confer third party beneficiary rights on any Person, notwithstanding any principle of contractual interpretation that would otherwise confer such rights.

Section 9.6 Governing Law. This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

Section 9.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part (except by operation of law), by any of the parties hereto without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 9.8 Enforcement.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their

specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions or other appropriate equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief. In addition, each of the parties hereto (a) submits to the personal jurisdiction of the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware) in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), and (d) irrevocably waives any and all right to trial by jury with respect to any action related to or arising out of this Agreement or the transactions contemplated hereby.

(b) Notwithstanding any other provision of this Agreement or any agreement contemplated hereby to the contrary, in the event that, after the Effective Time (a) there is any action, suit, proceeding, litigation or arbitration between Receiver or any of its Subsidiaries, on the one hand, and Parent or any Affiliate of Parent, on the other hand, or (b) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Agreement or any agreement contemplated hereby) by Receiver or any of its Subsidiaries against Parent (or an Affiliate of Parent), or by Parent (or an Affiliate of Parent) against Receiver or any of its Subsidiaries, all determinations of Receiver and any of its Subsidiaries relating to such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by Receiver or any of its Subsidiaries whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by Receiver or any of its Subsidiaries relating to the prosecution or defense thereof), shall be made by Receiver in accordance with the directions of the audit committee of its Board of Directors.

IN WITNESS WHEREOF, Parent, Safety, Receiver and Merger Sub have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

Misys plc

By: /s/ J. Michael Lawrie
Name: J. Michael Lawrie
Title: Chief Executive Officer

Misys Healthcare Systems, LLC

By: /s/ Ronald Scarboro
Name: Ronald Scarboro
Title: Chief Financial Officer

Allscripts Healthcare Solutions, Inc.

By: /s/ Glen E. Tullman
Name: Glen E. Tullman
Title: Chief Executive Officer

Patriot Merger Company, LLC

By: /s/ Lee Shapiro
Name: Lee Shapiro
Title: President

Exhibit A

Employment Contract Parties

Glen E. Tullman
Lee Shapiro
William J. Davis

Exhibit B

FORM OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation formerly known as Allscripts Healthcare Solutions, Inc. is hereby amended to be ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC. (the "Corporation").

2. The Corporation was originally incorporated under the name [_____] by the filing of a Certificate of Incorporation with the Secretary of State of the State of Delaware on July 11, 2000. An Amended and Restated Certificate of Incorporation changing the name of the Corporation from Allscripts Holding, Inc., to Allscripts Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on [January 9, 2001].

3. The Corporation's Amended and Restated Certificate of Incorporation is hereby amended and restated pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, so as to read in its entirety in the form attached hereto as Exhibit A and incorporated herein by this reference (Exhibit A and this Certificate collectively constituting the Corporation's Second Amended and Restated Certificate of Incorporation).

4. This amendment and restatement of the Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation having adopted resolutions setting forth such amendment and restatement, declaring its advisability, and directing that it be submitted to the stockholders of the Corporation for their approval; and the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted having consented to the adoption of such amendment and restatement.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Second Amended and Restated Certificate of Incorporation of the Corporation on the [_____]th day of [_____], 2008.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: [_____]
Name: [_____]
Title: [_____]

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "Certificate of Incorporation")

FIRST. The name of the corporation is ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC. (the " Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business and the objects and purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, provided that the Corporation shall not have the power to issue shares of capital stock in the Corporation, or any bonds, notes, debentures or other obligations or securities convertible or exchangeable into or exercisable for any such shares, in violation of Section 9 of the Relationship Agreement, dated as of March 17, 2008 (as may be amended from time to time, the "Relationship Agreement"), between the Corporation and Misys plc ("Misys") for so long as such Section 9 of the Relationship Agreement is in effect.

FOURTH.

1. Authorized Shares. The total number of shares of stock of all classes which the Corporation shall have authority to issue is two-hundred million (200,000,000), of which one million (1,000,000) shall be shares of Preferred Stock with a par value of $0.01 per share ("Preferred Stock"), and one hundred and ninety-nine million (199,000,000) shall be shares of Common Stock with a par value of $0.01 per share ("Common Stock").

2. Preferred Stock.

(a) The Preferred Stock shall be issuable in series, and in connection with the issuance of any series of Preferred Stock and to the extent now or hereafter permitted by the laws of the State of Delaware, the designation of each series, the stated value of the shares of each series, the dividend rate or rates of each series (which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time) and the date or dates and other provisions respecting the payment of dividends, the provisions, if

any, for a sinking fund for the shares of each series, the preferences of the shares of each series in the event of the liquidation or dissolution of the Corporation, the provisions, if any, respecting the redemption of the shares of each series and, subject to requirements of the laws of the State of Delaware, the voting rights (except that such shares shall not have more than one vote per share), the terms, if any, upon which the shares of each series shall be convertible into or exchangeable for any other shares of stock of the Corporation and any other relative, participating, optional or other special rights, preferences, powers, and qualifications, limitations or restrictions thereof, of the shares of each series, shall, in each case, be fixed by resolution of the Board of Directors.

(b) Preferred Stock of any series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall constitute authorized but unissued Preferred Stock.

(c) All shares of any series of Preferred Stock, as between themselves, shall rank equally and be identical (except that such shares may have different dividend provisions); and all series of Preferred Stock, as between themselves, shall rank equally and be identical except as set forth in the resolutions authorizing the issuance of such series.

3. Common Stock.

(a) After dividends to which the holders of Preferred Stock may then be entitled under the resolutions creating any series thereof have been declared and after the Corporation shall have set apart the amounts required pursuant to such resolutions for the purchase or redemption of any series of Preferred Stock, the holders of Common Stock shall be entitled to have dividends declared in cash, property, or other securities of the Corporation out of any profits or assets of the Corporation legally available therefor, if, as and when such dividends are declared by the Corporation's Board of Directors upon an affirmative vote of a majority of the entire Board of Directors.

(b) In the event of the liquidation or dissolution of the Corporation's business and after the holders of Preferred Stock shall have received amounts to which they are entitled under the resolutions creating such series, the holders of Common Stock shall be entitled to receive ratably the balance of the Corporation's assets available for distribution to stockholders.

(c) Each share of Common Stock shall be entitled to one vote upon all matters upon which stockholders have the right to vote, but shall not be entitled to vote for the election of any directors who may be elected by vote of the Preferred

Stock voting as a class if so provided in the resolution creating such Preferred Stock pursuant to Section 2(a) of this Article FOURTH.

4. Preemptive Rights. Except as expressly agreed in writing by the Corporation, including, without limitation, the Relationship Agreement, no stockholder of any shares of the Corporation by reason of such stockholder holding shares of any class or series of capital stock of the Corporation shall have any preemptive right to subscribe for or to acquire any additional shares of the Corporation of the same or of any other class whether now or hereafter authorized or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares.

FIFTH. The Corporation is to have perpetual existence.

SIXTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH: Except as may otherwise be fixed by resolution of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, the number of directors of the Corporation shall be fixed from time to time by or pursuant to the By-Laws of the Corporation. The directors, other than those who may be elected by the holders of Preferred Stock, shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible. The first class shall be initially elected for a term expiring at the next ensuing annual meeting, the second class shall be initially elected for a term expiring one year thereafter, and the third class shall be elected for a term expiring two years thereafter, with each member of each class to hold office until his successor is elected and qualified. At each annual meeting of the stockholders of the Corporation held after the initial classification and election of directors, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election.

Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the By-Laws of the Corporation.

Except as may otherwise be fixed by resolution of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the

preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created (subject to the requirements of this Article SEVENTH that all classes be as nearly equal in number as possible) or in which the vacancy occurred and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of an incumbent director.

Subject to any rights of the holders of Preferred Stock to elect directors as a class, a director may be removed only for cause and only by the affirmative vote of the holders of 80% of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

1. To adopt, amend and repeal the By-Laws of the Corporation. Any By-Laws adopted by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders. Notwithstanding the foregoing or any other provision in this Certificate of Incorporation or the By-Laws of the Corporation to the contrary, Article 11, Sections 3 and 7 and Article III, Sections 1, 2 and 3 of the By-Laws shall not be amended or repealed and no provision inconsistent therewith shall be adopted without the affirmative vote of the holders of at least 80% of the voting power of all the shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

2. To fix and determine, and to vary the amount of, the working capital of the Corporation, and to determine the use or investment of any assets of the Corporation, to set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve or reserves.

3. To authorize the purchase or other acquisition of shares of stock of the Corporation or any of its bonds, debentures, notes, scrip, warrants or other securities or evidence of indebtedness.

4. Except as otherwise provided by law, to determine the places within or without the State of Delaware, where any or all of the books of the Corporation shall be kept.

5. To authorize the sale, lease or other disposition of any part or parts of the properties of the Corporation and to cease to conduct the business connected therewith or again to resume the same, as it may deem best.

6. To authorize the borrowing of money, the issuance of bonds, debentures and other obligations or evidences of indebtedness of the Corporation, secured or unsecured,

and the inclusion of provisions as to redeemability and convertibility into shares of stock of the Corporation or otherwise; and the mortgaging or pledging, as security for money borrowed or bonds, notes, debentures or other obligations issued by the Corporation, of any property of the Corporation, real or personal, then owned or thereafter acquired by the Corporation.

7. To authorize the negotiation and execution on behalf of the Corporation of agreements with officers and other employees of the corporation relating to the payment of severance compensation to such officers or employees.

In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Certificate of Incorporation and of the By-Laws of the Corporation.

Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasonable fees, salaries, or other compensation for their services, as determined from time to time by the Board of Directors, and to reimbursement for their expenses as such members. Nothing herein contained shall preclude any director from serving the Corporation or its subsidiaries or affiliates in any other capacity and receiving compensation therefor.

Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 80% of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article SEVENTH.

EIGHTH: Both stockholders and directors shall have power, if the By-Laws so provide, to hold their meetings and to have one or more offices within or without the State of Delaware.

Except as may otherwise be fixed by resolution of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders. Except as otherwise required by law and subject to the rights of the holders of Preferred Stock, special meetings of stockholders may be called only by the Chairman, if any, on his own initiative, the President on his own initiative or by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors. Notwithstanding anything

contained in this Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 80% of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article EIGHTH.

NINTH: The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation by the affirmative vote of a majority of the entire Board of Directors; provided that Articles III, IV, V and VIII of the By-Laws may only be amended by the Board of Directors by the vote of both a majority of the entire Board of Directors and a majority of the Members of the Audit Committee, in addition to such other amendment requirements as are set forth herein.

TENTH:

1. The Board of Directors may, pursuant to this Certificate of Incorporation, the By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in this Certificate of Incorporation, the By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Independent Nominating Committee, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors (collectively, the "Committees").

(a) Each Committee must consist of two (2) or more of the directors of the Corporation, one (1) of which must be a member of the Independent Nominating Committee.

(b) The Board of Directors, by resolution approved by a majority of the entire board, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(c) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the Board of Directors.

(d) Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

(e) All of the members of a Committee or Subcommittee shall constitute a quorum for the transaction of business at any meeting of such Committee or Subcommittee. The Act of the majority of the members of a Committee or Subcommittee at a meeting at which a quorum is present shall be the act of such Committee or Subcommittee, unless otherwise set forth herein or in the charter to such Committee or Subcommittee.

2. The Audit Committee shall consist of three (3) Receiver directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire board, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this Article V:

(a) an independent director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations ("Nasdaq"), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq, and

(b) a financial expert will be an individual fulfilling the requirements of the definition set forth the Securities and Exchange Commission in Item 407 of Regulation S-K.

3. The Nominating Committee shall consist five (5) directors, comprised of (i) three (3) directors initially designated as Receiver directors by the Board of Directors as of [_____], 2008 and each other person nominated for election or appointment to the Board of Directors by the Independent Nominating Subcommittee pursuant to this subclause 3 (excluding the chief executive officer, the "Receiver directors") and (ii) two (2) other directors designated as members of such Nominating Committee as of [_____], 2008 and each other person designated as a member of the Nominating and Governance Subcommittee (other than any Receiver directors) by the majority of the entire board resulting from any vacancies therein (the "Quarterback directors"). The Nominating Committee shall have such powers and responsibilities as determined in the nominating committee charter, to be approved by the majority of the entire board, which shall include, but are not limited to, (x) the sole authority to nominate directors to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws of the Corporation, (y) the sole authority to nominate directors to stand for election by the Board of Directors to fill any vacancies on the Board of Directors of independent directors and the chief executive officer, resulting from death, resignation, disqualification, removal or other cause and (z) the authority to establish governance principles. The Nominating Committee shall delegate its authority to the Independent

Nominating Subcommittee and the Nominating and Governance Subcommittee, to be comprised and with such powers as set forth below:

(a) The Independent Nominating Subcommittee. The Independent Nominating Committee shall consist of the Receiver directors and shall have:

(i) the sole authority to nominate to the Board of Directors independent directors for directorships previously held by independent directors (but in no event more than three (3)), and the chief executive officer to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws of the Corporation, and

(ii) the sole authority to nominate to the Board of Directors replacements for vacancies on the Board of Directors of independent directors and the chief executive officer, resulting from death, resignation, disqualification, removal or other cause, provided that any such nominations for replacement of the directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated as set forth in the By-Laws.

(b) The Nominating and Governance Subcommittee. The Nominating and Governance Subcommittee shall consist of the three (3) directors designated as members of such subcommittee as of [_____], 2008 and each other person designated by the Nominating Committee as a member of the Nominating and Governance Subcommittee resulting from any vacancies therein, two (2) of whom shall be Quarterback directors and one (1) of whom shall be a Receiver director, and shall have:

(i) The sole authority to nominate to the Board of Directors directors for directorships previously held by directors other than the chief executive officer or independent directors (but in no event more than six (6)), to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws;

(ii) the sole authority to nominate replacements for vacancies of directors previously nominated by the Nominating and Governance Committee, resulting from death, resignation, disqualification, removal or other cause; and

(iii) the authority to establish governance principles.

4. The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver

Directors and one (1) of whom shall be the Chairman. The Compensation Committee shall have such powers and responsibilities as determined in the Compensation Committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute "performance-based compensation" within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the Compensation Committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two "outside directors" within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

5. The following actions must be approved by the Audit Committee and the majority of the entire board:

(a) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(b) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

[(c) Any change or modification to the audit committee charter in effect on [ ], 2008.] [1]

[1] This clause (c) shall only be included if prior to the approval of this Certificate of Incorporation, the audit committee charter shall have been amended to remove the phrase "as the Committee deems appropriate, or" from the section entitled "Other Responsibilities as Appropriate" and provided that as of closing, no other amendments to this charter shall have been made

ELEVENTH:

1. A director of the Corporation, including a member of the Independent Nominating Committee or the Governance and Nominating Committee, shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware, or any other applicable law, is amended to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, or any other applicable law, as so amended. Any repeal or modification of this Section 1. by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. (a) Each person who has been or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, or any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in paragraph (b) of this Section (2) with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such

Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section (2) shall be a contract right. In addition to the right of indemnification, an Indemnitee shall have the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the General Corporation Law of the State of Delaware, or any other applicable law, requires, the payment of such expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section (2) or otherwise.

(b) If a claim under paragraph (a) of this Section (2) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which make it permissible under the General Corporation Law of the State of Delaware, or any other applicable law, for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, or any other applicable law, nor an actual determination by the Corporation (including its Board of Directors, stockholders or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section (b) shall not be exclusive of any other right which any person may have or

hereafter acquire under any statute, provision of this Certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware, or any other applicable law.

(e) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section (2) with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(f) Any repeal or modification of this Section (2) shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification.

TWELFTH. As used in this Certificate of Incorporation, the term the "majority of the entire Board of Directors" means the majority of the total number of directors which the Corporation would have if there were no vacancies, and the Term "majority of the Board of Directors" means the majority of the directors present and voting.

THIRTEENTH. The Corporation elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware, "Business Combinations With Interested Stockholders", as permitted under and pursuant to subsection (b)(3) of Section 203 of the DGCL.

FOURTEENTH. Except as otherwise provided in this Certificate of Incorporation or as set forth in the By-Laws, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; provided; however, that no amendment, alteration, modification, waiver or change to Article NINTH, Article TENTH, this Article FOURTEENTH or the first, third or seventh paragraphs of Article SEVENTH may be made without the prior written approval of the Corporation's Audit Committee; provided; further, however, that Misys shall not propose or vote in favor of any amendment, alteration, modification, change in or waiver from this Certificate of Incorporation that would be inconsistent with the By-Laws or the Relationship Agreement.

Exhibit B.1

FORM OF BY-LAWS
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "By-Laws")

As amended and restated on [___], 2008

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of Allscripts-Misys Healthcare Solutions, Inc. (the "Corporation") shall be in Wilmington, New Castle County, Delaware.

Section 2. Principal Office. The Corporation shall have its principal office at 2401 Commerce Drive, Libertyville, Illinois, and it may also have offices at such other places as the board of directors of the Corporation (the "board of directors") may from time to time determine.

ARTICLE II

STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders for the election of the members of the board of directors (the "directors" and each a "director") and for the transaction of such other business as may properly come before the meeting shall be held each year, at such place, if any, and on such date and at such time, as may be fixed from time to time by resolution approved by a majority of the board of directors and set forth in the notice or waiver of notice of the meeting.

(a) At an annual meeting of stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting, or any supplement thereto, given by or at the direction of the

board of directors, (2) otherwise properly brought before the meeting by or at the direction of the board of directors, or (3) otherwise properly brought before the meeting by a stockholder.

(b) For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the secretary of the Corporation not less than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding annual meeting nor more than one hundred and fifty (150) days prior to the anniversary date of the immediately preceding annual meeting. A stockholder's notice to the secretary of the Corporation shall set forth as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting, (2) the name and address, as they appear on the Corporation's stockholder records, of the stockholder proposing such business, (3) the class and number of shares of the Corporation which are beneficially owned by the stockholder, and (4) any material interest of the stockholder in such business.

(c) Irrespective of anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 1 of Article II. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1 of Article II, and if it is so determined, shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Section 2. Special Meetings. Special meetings of the stockholders may be called only by the chairman of the Board (the "Chairman"), the president or the board of directors pursuant to a resolution approved by a majority of the board of directors.

Section 3. Stockholder Action; How Taken. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders.

Section 4. Place of Meeting; Participation in Meetings by Remote Communication.

(a) The board of directors may designate any place, either within or without Delaware, as the place of meeting for any annual or special meeting. In the absence of any such designation, the place of meeting shall be the principal office of the Corporation designated in Section 2 of Article I of these By-Laws.

(b) The board of directors, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present in person and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

Section 5. Notice of Meetings. Notice stating the place, if any, day and hour of the meeting, the means of remote communication, if any, by which proxyholders and stockholders may be deemed to be present and vote at such meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, or in the case of a merger or consolidation, if required by applicable law, not less than twenty nor more than sixty days before the date of the meeting, by or at the direction of the Chairman or the chief executive officer, or the secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails in a sealed envelope addressed to the stockholder at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 6. Record Date. For the purpose of determining (a) stockholders entitled to notice of or to vote at any meeting of stockholders, or (b) stockholders entitled to receive payment of any dividend, or (c) stockholders for any other purpose other than by written consent, the board of directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than sixty days and not less than ten days before the date of the meeting or, with respect to any other action hereinbefore described in clauses (b) and (c), not more than sixty days prior to the date on which the particular action requiring such determination of stockholders is to be taken.

Section 7. Quorum. The holders of not less than one-third of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, by the certificate of incorporation or by these By-laws. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting shall have the power to adjourn the meeting from time to time, without notice other than

announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation or of these by-laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Procedure. The order of business and all other matters of procedure at every meeting of stockholders shall be determined by the chairman of the meeting. The board of directors shall appoint one or more inspectors of election to serve at every meeting of stockholders at which directors are to be elected.

ARTICLE III

DIRECTORS

Section 1. Number, Election and Terms. Except as otherwise fixed pursuant to the provisions of Article Fourth of the certificate of incorporation relating to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect additional directors under specified circumstances, the number of directors shall be a minimum of three and fixed from time to time by the board of directors. The directors, other than those who may be elected by the holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, shall be classified, with respect to the time for which they severally hold office, into three classes, as near equal in number as possible, as determined by the board of directors, one class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 2001, another class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 2002 and another class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 2003, with the members of each class to hold office until their successors are elected and qualified. At each annual meeting of stockholders, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election.

The term the “entire board” as used in these by-laws means the total number of directors which the Corporation would have if there were no vacancies.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations for the election of directors may be made by the board of directors or a committee appointed by the board of directors or by any stockholder entitled to vote in the election of directors generally. However, any stockholder entitled to vote in the election of directors generally may nominate one or more persons for election as directors at a meeting only if written notice of such stockholder's intent to make such nomination or nominations has been given, either by personal delivery or by United States mail, postage prepaid, to the secretary of the Corporation not later than (a) with respect to an election to be held at an annual meeting of stockholders, one hundred twenty (120) days nor earlier than one hundred fifty (150) days prior to the anniversary date of the immediately preceding annual meeting, and (b) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the tenth day following the date on which notice of such meeting is first given to stockholders. Each such notice shall set forth: (a) the name and address of the stockholder who intends to make the nomination and of the person or persons to be nominated; (b) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons, naming such person or persons, pursuant to which the nomination or nominations are to be made by the stockholder; (d) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission; and (e) the consent of each nominee to serve as a director of the Corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

Section 2. Newly Created Directorships and Vacancies. Except as otherwise fixed pursuant to the provisions of Article Fourth of the certificate of incorporation relating to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect directors under specified circumstances, newly created directorships resulting from any increase in the number of directors and any vacancies on the board of directors resulting from death, resignation, disqualification, removal or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the board of directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors to which such director's predecessor shall have been elected and qualified. No decrease in the number of directors constituting the board of directors shall shorten the term of any incumbent director.

Section 3. Removal. Subject to the rights of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect directors under specified circumstances, any director may be removed from office only for cause and only by the affirmative vote of the holders of 80% of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

Section 4. Chairman. The board of directors, by the affirmative vote of the majority of the entire board, shall elect a director to serve as Chairman promptly following each election of the board of directors at each annual meeting of stockholders.

Section 5. Regular Meetings. The board of directors shall hold quarterly meetings on the first business day on or after each of June 1, September 1, December 1 and March 1 or on such alternate dates within each of the Corporation's fiscal quarter as may be called by or at the request of the Chairman or the chief executive officer or by an officer of the Corporation upon the request of the majority of the entire board, and at such times and places as the board of directors may from time to time determine.

Section 6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the Chairman or the chief executive officer or by an officer of the Corporation upon the request of the majority of the entire board. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without Delaware, as the place for holding any special meeting of the board of directors called by them.

Section 7. Action by Telephonic Communications. Members of the board of directors shall be entitled to participate in any meeting of the board of directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 8. Notice. (a) Notice of every regular and every special meeting of the board of directors shall be given at least seventy-two (72) hours before the meeting by telephone, by personal delivery, by commercial courier, by mail, by facsimile transmission or other means of electronic transmission. Notice shall be given to each director at his usual place of business, or at such other address as shall have been furnished by him for the purpose. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

(b) Each meeting of the board of directors shall commence between the hours of 8 a.m. and 2 p.m. (local Chicago time) unless otherwise agreed by a majority of the members of the Audit Committee.

Section 9. Quorum. Six (6) members of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided, that if less than six (6) members of the board of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time until a quorum is obtained without further notice. The act of the majority of the board of directors at a meeting at which a quorum is present shall be the act of the board of directors unless the act of a greater number is required by the Certificate of Incorporation or the By-Laws of the Corporation.

Section 10. Compensation. Directors who are also full time employees of the Corporation or an affiliate thereof shall not receive any compensation for their services as directors but they may be reimbursed for reasonable expenses of attendance. By resolution approved by a majority of the board of directors all other directors may receive either an annual fee or a fee for each meeting attended, or both, and expenses of attendance, if any, at each regular or special meeting of the board of directors or of a committee of the board of directors; provided, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall be the Chairman, a chief executive officer, a president, a chief financial officer, an executive vice president (if elected by the board of directors), one or more vice presidents (the number thereof to be determined by the board of directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article IV.

Section 2. Election and Term of Office. The other officers of the Corporation shall be designated annually by resolution approved by the majority of the entire board at the first meeting of the board of directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by resolution approved by the majority of the entire board may be removed and replaced by resolution approved by the majority of the entire board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by resolution approved by the majority of the entire board for the unexpired portion of the term.

Section 5. Executive Chairman. The Chairman shall serve as executive chairman of the Corporation and shall serve as the senior officer of the Corporation. He shall have such powers and perform such other duties as may be prescribed by the board of directors and shall receive no compensation for this position.

Section 6. Chief Executive Officer. The chief executive officer of the Corporation shall be determined by the board of directors and shall report to the board of directors. The chief executive officer shall provide overall direction and administration of the business of the Corporation, establish basic policies within which the various corporate activities are carried out, guide and develop long range planning and evaluate activities in terms of objectives. He may sign with the secretary or any other proper officer of the Corporation thereunto authorized by the board of directors, if such additional signature is necessary under the terms of the instrument document being executed or under applicable law, stock certificates of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be required by law to be otherwise signed or executed, and he may execute proxies on behalf of the Corporation with respect to the voting of any shares of stock owned by the Corporation. The chief executive officer shall have the power to

(a) designate management committees of employees deemed essential in the operations of the Corporation, its divisions or subsidiaries, and appoint members thereof, subject to the approval of a majority of the board of directors;

(b) appoint certain employees of the Corporation as vice presidents of one or several divisions or operations of the Corporation, subject to the approval of a majority of the board of directors, provided however, that any vice president so appointed shall not be an officer of the Corporation for any other purpose; and

(c) appoint such other agents and employees as in his judgment may be necessary or proper for the transaction of the business of the Corporation and in general shall perform all duties incident to the office of chief executive.

Section 7. President. The president shall in general be in charge of all operations of the Corporation and shall direct and administer the activities of the Corporation in accordance with the policies, goals and objectives established by the Chairman, the chief executive officer and the board of directors. The president shall perform such other duties as may be prescribed by the board of directors.

Section 8. Chief Financial Officer. Except as otherwise determined by the board of directors, the chief financial officer shall be the chief financial officer of the Corporation. The chief financial officer shall have the power to:

(a) charge, supervise and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation;

(b) render to the board of directors, whenever requested, a statement of the financial condition of the Corporation and of all his transactions as Chief Financial Officer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so;

(c) require from all officers or agents of the Corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation; and

(d) perform, in general, all duties incident to the office of chief financial officer and such other duties as may be specified in these By-Laws or as may be assigned to him from time to time by the board of directors or the Chairman.

Section 9. Executive Vice President. The executive vice president (if elected by the board of directors) shall report to either the chief executive officer or the president as determined in the corporate organization plan established by the board of directors. The executive vice president shall direct and coordinate such major activities as shall be delegated to him by his superior officer in accordance with policies established and instructions issued by his superior officer, the chief executive officer, or the board of directors.

Section 10. Vice President. The board of directors may elect one or several vice presidents. Each vice president shall report to either the chief executive officer, the president or the executive vice president as determined in the corporate organization plan established by the board of directors. Each vice president shall perform such duties as may be delegated to him by his superior officers and in accordance with the policies established and instructions issued by his superior officer, the chief executive officer or the board of directors. The board of directors may designate any vice president as a senior vice president and a senior vice president shall be senior to all other vice presidents and junior to the executive vice president. In the event there is more than one senior vice president, then seniority shall be determined by and be the same as the annual order in which their names are presented to and acted on by the board of directors.

Section 11. The Treasurer. The treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give

receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Corporation; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chief executive officer, president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

Section 12. The Assistant Treasurer. The assistant treasurer (or, if more than one, the assistant treasurers) shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 13. The Secretary. The secretary shall: (a) keep the minutes of the stockholders' and the board of directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; (e) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (f) sign with the Chairman, president, or a vice president, stock certificates of the Corporation, the issue of which shall have been authorized by resolution approved by the majority of the board of directors; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chief executive officer, president or by the board of directors.

Section 14. The Assistant Secretary. The assistant secretary (or, if more than one, the assistant secretaries) shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE V

COMMITTEES

Section 1. The Committees. The board of directors may, pursuant to these By-Laws or by resolution approved by the majority of the board of directors, designate one or more committees, which, to the extent provided in these By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Audit Committee, a Nominating Committee, a Compensation Committee and such other committees as determined by the board of directors (collectively, the "Committees").

(a) Each Committee must consist of two (2) or more of the directors of the Corporation, one (1) of which must be a member of the Independent Nominating Subcommittee.

(b) The board of directors, by resolution approved by a majority of the entire board, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(c) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the board of directors.

(d) Each Committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

(e) All of the members of a Committee or Subcommittee shall constitute a quorum for the transaction of business at any meeting of such Committee or Subcommittee. The Act of the majority of the members of a Committee or Subcommittee at a meeting at which a quorum is present shall be the act of such Committee or Subcommittee, unless otherwise set forth herein or in the charter to such Committee or Subcomittee.

Section 2. The Audit Committee. The Audit Committee shall consist of three (3) Receiver directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire board, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this Article V:

(a) an independent director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations ("Nasdaq"), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq, and

(b) a financial expert will be an individual fulfilling the requirements of the definition set forth the Securities and Exchange Commission in Item 407 of Regulation S-K.

Section 3. The Nominating Committee. The Nominating Committee shall consist five (5) directors, comprised of (i) three (3) directors initially designated as Receiver directors by the board of directors as of [_____], 2008 and each other person nominated for election or appointment to the board of directors by the Independent Nominating Subcommittee pursuant to this Section 3 (excluding the chief executive officer, the "Receiver directors") and (ii) two (2) other directors designated as members of such Nominating Committee as of [_____], 2008 and each other person designated as a member of the Nominating and Governance Subcommittee (other than any Receiver directors) by the majority of the entire board resulting from any vacancies therein (the "Quarterback directors"). The Nominating Committee shall have such powers and responsibilities as determined in the nominating committee charter, to be approved by the majority of the entire board, which shall include, but are not limited to, (x) the sole authority to nominate directors to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation, (y) the sole authority to nominate directors to stand for election by the board of directors to fill any vacancies on the board of directors of independent directors and the chief executive officer, resulting from death, resignation, disqualification, removal or other cause and (z) the authority to establish governance principles. The Nominating Committee shall delegate its authority to the Independent Nominating Subcommittee and the Nominating and Governance Subcommittee, to be comprised and with such powers as set forth below:

(a) The Independent Nominating Subcommittee. The Independent Nominating Subcommittee shall consist of the Receiver directors and shall have:

(i) the sole authority to nominate to the board of directors up to three (3) independent directors, each for directorships previously held by independent directors, and the chief executive officer to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation, and

(ii) the sole authority to nominate to the board of directors replacements for vacancies on the board of directors of independent directors and the chief executive officer, resulting from death, resignation, disqualification, removal or other cause, provided that any such

nominations for replacement of the directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated pursuant to Article IV.

(b) The Nominating and Governance Subcommittee. The Nominating and Governance Subcommittee shall consist of the three (3) directors designated as members of such subcommittee as of [_____], 2008 and each other person designated by the Nominating Committee as a member of the Nominating and Governance Subcommittee resulting from any vacancies therein, two (2) of whom shall be Quarterback directors and one (1) of whom shall be a Receiver director, and shall have:

(a) The sole authority to nominate up to six (6) directors, each for directorships previously held by directors other than the chief executive officer or an independent director, to stand for election by stockholders in accordance with these By-Laws;

(b) the sole authority to nominate replacements for vacancies of directors previously nominated by the Nominating and Governance Subcommittee, resulting from death, resignation, disqualification, removal or other cause; and

(c) the authority to establish governance principles.

Section 4. The Compensation Committee. The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver Directors and one (1) of whom shall be the Chairman. The Compensation Committee shall have such powers and responsibilities as determined in the Compensation Committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute "performance-based compensation" within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the Compensation Committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two "outside directors" within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

Section 5. The Disclosure Committee. The board of directors, by resolution approved by the majority of the entire board, shall create a Disclosure Committee to be

composed of management and operations personnel employed by the Corporation, with such members to be designated by the majority of the entire board. The Disclosure Committee shall be responsible for:

(a) the approval of any material press release or other material disclosure by the Corporation;

(b) informing the board of directors in advance of all planned disclosure and other announcements by the Corporation;

(c) the responsibility for insuring that management reports all material developments to the board of directors and for determining which developments should be reported to Misys plc and its successors and permitted assigns or transferees ("Misys") in connection with its regulatory disclosure obligations;

(d) recommending to the board of directors any additional disclosure of other announcements, in each case as may be required to permit the non-independent directors, other than the chief executive officer, to fulfill their obligations under the Relationship Agreement, as defined in the Certificate of Incorporation; and

(e) instituting protocols to address trading on material non-public information.

Section 6. Audit Committee and Board Approval. The following actions must be approved by the Audit Committee and the majority of the entire board:

(a) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(b) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

[(c) Any change or modification to the audit committee charter in effect on [ ], 2008.] [1]

ARTICLE VI

SEAL

The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words “Corporate Seal, Delaware”.

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation or under the provisions of the laws of the State of Delaware, waiver thereof, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS

Subject to the provisions of the Certificate of Incorporation and the By-Laws, these By-Laws may be altered, amended or repealed with the affirmative vote of the majority of the entire board; provided, that Articles III, IV, V hereof and this Article VIII may only be amended, or waivers therefrom granted, in the manner prescribed by statute with the consent of a majority of the members of the Audit Committee and the majority of the entire board.

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[1] This clause (c) shall only be included if prior to the approval of these By-Laws, the audit committee charter shall have been amended to remove the phrase “as the Committee deems appropriate, or” from the section entitled “Other Responsibilities as Appropriate” and provided that as of closing, no other amendments to this charter shall have been made.

Exhibit C

FORM OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation formerly known as Allscripts Healthcare Solutions, Inc. is hereby amended to be ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC. (the "Corporation").

2. The Corporation was originally incorporated under the name [___] by the filing of a Certificate of Incorporation with the Secretary of State of the State of Delaware on July 11, 2000. An Amended and Restated Certificate of Incorporation changing the name of the Corporation from Allscripts Holding, Inc., to Allscripts Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on [January 9, 2001].

3. The Corporation's Amended and Restated Certificate of Incorporation is hereby amended and restated pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, so as to read in its entirety in the form attached hereto as Exhibit A and incorporated herein by this reference (Exhibit A and this Certificate collectively constituting the Corporation's Second Amended and Restated Certificate of Incorporation).

4. This amendment and restatement of the Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation having adopted resolutions setting forth such amendment and restatement, declaring its advisability, and directing that it be submitted to the stockholders of the Corporation for their approval; and the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted having consented to the adoption of such amendment and restatement.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Second Amended and Restated Certificate of Incorporation of the Corporation on the [___]th day of [___], 2008.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: [ ]
Name: [ ]
Title: [ ]

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "Certificate of Incorporation")

FIRST. The name of the corporation is ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC. (the " Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business and the objects and purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, provided that the Corporation shall not have the power to issue shares of capital stock in the Corporation, or any bonds, notes, debentures or other obligations or securities convertible or exchangeable into or exercisable for any such shares, in violation of Section 9 of the Relationship Agreement, dated as of March 17, 2008 (as may be amended from time to time, the "Relationship Agreement"), between the Corporation and Misys plc ("Misys") for so long as such Section 9 of the Relationship Agreement is in effect.

FOURTH.

1. Authorized Shares. The total number of shares of stock of all classes which the Corporation shall have authority to issue is two hundred million (200,000,000), of which one million (1,000,000) shall be shares of Preferred Stock with a par value of $0.01 per share ("Preferred Stock"), and one hundred ninety-nine million (199,000,000) shall be shares of Common Stock with a par value of $0.01 per share ("Common Stock").

2. Preferred Stock.

(a) The Preferred Stock shall be issuable in series, and in connection with the issuance of any series of Preferred Stock and to the extent now or hereafter permitted by the laws of the State of Delaware, the designation of each series, the stated value of the shares of each series, the dividend rate or rates of each series (which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time) and the date or dates and other provisions respecting the payment of dividends, the provisions, if any, for a sinking fund for the shares of each series, the preferences of the shares

of each series in the event of the liquidation or dissolution of the Corporation, the provisions, if any, respecting the redemption of the shares of each series and, subject to requirements of the laws of the State of Delaware, the voting rights (except that such shares shall not have more than one vote per share), the terms, if any, upon which the shares of each series shall be convertible into or exchangeable for any other shares of stock of the Corporation and any other relative, participating, optional or other special rights, preferences, powers, and qualifications, limitations or restrictions thereof, of the shares of each series, shall, in each case, be fixed by resolution of the Board of Directors.

(b) Preferred Stock of any series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall constitute authorized but unissued Preferred Stock.

(c) All shares of any series of Preferred Stock, as between themselves, shall rank equally and be identical (except that such shares may have different dividend provisions); and all series of Preferred Stock, as between themselves, shall rank equally and be identical except as set forth in the resolutions authorizing the issuance of such series.

3. Common Stock.

(a) After dividends to which the holders of Preferred Stock may then be entitled under the resolutions creating any series thereof have been declared and after the Corporation shall have set apart the amounts required pursuant to such resolutions for the purchase or redemption of any series of Preferred Stock, the holders of Common Stock shall be entitled to have dividends declared in cash, property, or other securities of the Corporation out of any profits or assets of the Corporation legally available therefor, if, as and when such dividends are declared by the Corporation's Board of Directors upon an affirmative vote of a majority of the entire Board of Directors.

(b) In the event of the liquidation or dissolution of the Corporation's business and after the holders of Preferred Stock shall have received amounts to which they are entitled under the resolutions creating such series, the holders of Common Stock shall be entitled to receive ratably the balance of the Corporation's assets available for distribution to stockholders.

(c) Each share of Common Stock shall be entitled to one vote upon all matters upon which stockholders have the right to vote, but shall not be entitled to vote for the election of any directors who may be elected by vote of the Preferred Stock voting as a class if so provided in the resolution creating such Preferred Stock pursuant to Section 2(a) of this Article FOURTH.

4. Preemptive Rights. Except as expressly agreed in writing by the Corporation, including, without limitation, the Relationship Agreement, no stockholder of any shares of the Corporation by reason of such stockholder holding shares of any class or series of capital stock of the Corporation shall have any preemptive right to subscribe for or to acquire any additional shares of the Corporation of the same or of any other class whether now or hereafter authorized or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares.

FIFTH. The Corporation is to have perpetual existence.

SIXTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH:

1. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, the number of directors of the Corporation shall be fixed at ten (10). At each annual meeting of the stockholders of the Corporation, directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

2. Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the By-Laws of the Corporation.

3. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, in accordance with Section 141(a) of the General Corporation Law of the State of Delaware (the "DGCL"), and except as otherwise set forth above, the full and exclusive power and authority otherwise conferred on the Board of Directors to evaluate director candidates and nominate persons to stand for election to the Board or to fill any newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause shall be exercised and performed by the persons comprising the Independent Nominating Committee or the Governance and Nominating Committee, as the case may be, and as set forth in Section (7) of this Article SEVENTH. Any director appointed in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of the stockholders following such director's appointment.

4. Subject to any rights of the holders of Preferred Stock to elect directors as a class, a director may be removed with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy at a meeting of stockholders.

5. The Board of Directors, by the affirmative vote of the majority of the entire Board of Directors, shall elect a director to serve as Chairman of the Board of Directors promptly following each election of the Board of Directors at each annual meeting of stockholders.

6. In furtherance of the powers conferred by statute, the Board of Directors is expressly authorized and shall have sole authority, by affirmative vote of the majority of the entire Board of Directors to approve the annual operating budget and the capital budget, and any material changes to either.

7. Committees.

(a). The Board of Directors may, pursuant to this Certificate of Incorporation, to the By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in this Certificate of Incorporation, the By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Independent Nominating Committee, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors (collectively, the "Committees").

(i) Each Committee must consist of two (2) or more of the Directors of the Corporation, one (1) of which must be a member of the Independent Nominating Committee.

(ii) The Board of Directors, by resolution approved by a majority of the entire Board of Directors, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(iii) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the Board of Directors.

(iv) Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

(v) All of the members of a Committee shall constitute a quorum for the transaction of business at any meeting of such Committee. The Act of the majority of the members of a Committee at a meeting at which a quorum is present shall be the act of such Committee, unless otherwise set forth herein or in the charter to such Committee.

(b) The Audit Committee shall consist of three (3) Receiver Directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this subclause (b):

(i) an independent Director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations ("Nasdaq"), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq, and

(ii) a financial expert will be an individual fulfilling the requirements of the definition set forth the Securities and Exchange Commission in Item 407 of Regulation S-K.

(c) The Independent Nominating Committee shall consist of three (3) directors initially designated as Receiver Directors by the Board of Directors as of [___], 2008 and each other person nominated to election or appointment to the Board of Directors pursuant to this subclause (c) (the "Receiver Directors") and shall have such powers and responsibilities as determined in the independent nominating committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(i) the sole authority to nominate to the Board of Directors three (3) independent Directors and the chief executive officer to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation, and

(ii) the sole authority to appoint to the Board of Directors replacements for vacancies of Receiver Directors and the directorship held by the chief executive officer, resulting from death, resignation, disqualification, removal or other cause, provided that any such appointment for replacement of the

directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated as set forth in the By-Laws.

(d) The Nominating and Governance Committee shall consist of (3) directors designated as members of such committee as of [___], 2008 and each other person designated as a member of the Nominating and Governance Committee resulting from any vacancies therein, two (2) of whom shall be Directors having been nominated by the Nominating and Governance Committee and one (1) of whom shall either be a Receiver Director or the chief executive officer, and shall have such powers and responsibilities as determined in the nominating and governance committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(i) The sole authority to nominate six (6) Directors, other than those Directors nominated by the Independent Nominating Committee, to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws;

(ii) the sole authority to appoint replacements for vacancies of Directors previously nominated by the Nominating and Governance Committee, resulting from death, resignation, disqualification, removal or other cause; and

(iii) the authority to establish governance principles.

(e) The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver Directors and one (1) of whom shall be the Chairman. The Compensation Committee shall have such powers and responsibilities as determined in the Compensation Committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute “performance-based compensation” within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the Compensation Committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two “outside directors” within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

(f) The following actions must be approved by the Audit Committee and the majority of the entire Board of Directors:

(i) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(ii) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

[(iii) Any change or modification to the audit committee charter in effect on [ ], 2008.] [1]

8. Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasonable fees, salaries, or other compensation for their services, as determined from time to time by the Board of Directors, and to reimbursement for their expenses as such members. Nothing herein contained shall preclude any director from serving the Corporation or its subsidiaries or affiliates in any other capacity and receiving compensation therefor.

EIGHTH: Both stockholders and directors shall have power, if the By-Laws so provide, to hold their meetings and to have one or more offices within or without the State of Delaware.

Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such holders or may be effected by consent in writing by such holders as may be provided in the By-Laws. Except as otherwise required by law and subject to the rights

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[1] This clause (iii) shall only be included if prior to the approval of this Certificate of Incorporation, the audit committee charter shall have been amended to remove the phrase "as the Committee deems appropriate, or" from the section entitled "Other Responsibilities as Appropriate" and provided that as of closing, no other amendments to this charter shall have been made.

of the holders of Preferred Stock, special meetings of stockholders may be called only by the Chairman on his own initiative or by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors.

NINTH: The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation by the affirmative vote of a majority of the entire Board of Directors; provided, that Articles III, IV,V and VIII of the By-Laws may only be amended by the Board of Directors by the vote of both a majority of the entire Board of Directors and a majority of the members of the Audit Committee.

TENTH:

1. A director of the Corporation, including a member of the Independent Nominating Committee or the Governance and Nominating Committee, shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware, or any other applicable law, is amended to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, or any other applicable law, as so amended. Any repeal or modification of this Section 1. by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. (a) Each person who has been or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, or any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification

rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in paragraph (b) of this Section (2) with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section (2) shall be a contract right. In addition to the right of indemnification, an Indemnitee shall have the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the General Corporation Law of the State of Delaware, or any other applicable law, requires, the payment of such expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section (2) or otherwise.

(b) If a claim under paragraph (a) of this Section (2) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which make it permissible under the General Corporation Law of the State of Delaware, or any other applicable law, for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the

State of Delaware, or any other applicable law, nor an actual determination by the Corporation (including its Board of Directors, stockholders or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section (b) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware, or any other applicable law.

(e) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section (2) with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(f) Any repeal or modification of this Section (2) shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification.

ELEVENTH. As used in this Certificate of Incorporation, the term the "majority of the entire Board of Directors" means the majority of the total number of directors which the Corporation would have if there were no vacancies, and the Term "majority of the Board of Directors" means the majority of the directors present and voting.

TWELFTH. The Corporation has elected to not be governed by Section 203 of the General Corporation Law of the State of Delaware, as permitted under and pursuant to subsection (b)(3) of Section 203 of the DGCL.

THIRTEENTH. Except as otherwise provided in this Certificate of Incorporation or as set forth in the By-Laws, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; provided; however, that no amendment, alteration,

modification, waiver or change to Article NINTH, Article TENTH, this Article THIRTEENTH or the first, third or seventh paragraphs of Article SEVENTH may be made without the affirmative vote of the members of the Audit Committee and the affirmative vote of a majority of the members of the entire Board of Directors.

Exhibit C.1

FORM OF BY-LAWS
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "By-Laws")

As amended and restated on [_____], 2008

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of Allscripts-Misys Healthcare Solutions, Inc. (the "Corporation") shall be in Wilmington, New Castle County, Delaware.

Section 2. Principal Office. The Corporation shall have its principal office at 2401 Commerce Drive, Libertyville, Illinois, and it may also have offices at such other places as the board of directors of the Corporation (the "Board of Directors") may from time to time determine.

ARTICLE II

STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders for the election of the members of the Board of Directors (the "Directors" and each a "Director") and for the transaction of such other business as may properly come before the meeting shall be held each year, at such place, if any, and on such date and at such time, as may be fixed from time to time by resolution approved by a majority of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

(a) At an annual meeting of stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting, or any supplement thereto, given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the

direction of the Board of Directors, or (3) otherwise properly brought before the meeting by a stockholder.

(b) For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the secretary of the Corporation not less than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding annual meeting nor more than one hundred and fifty (150) days prior to the anniversary date of the immediately preceding annual meeting. A stockholder's notice to the secretary of the Corporation shall set forth as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting, (2) the name and address, as they appear on the Corporation's stockholder records, of the stockholder proposing such business, (3) the class and number of shares of the Corporation which are beneficially owned by the stockholder, and (4) any material interest of the stockholder in such business.

(c) Irrespective of anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 1 of Article II. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1 of Article II, and if it is so determined, shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Section 2. Special Meetings. Special meetings of the stockholders may be called only by the chairman of the Board (the "Chairman") or the Board of Directors pursuant to a resolution approved by a majority of the Board of Directors.

Section 3. Stockholder Action by Written Consent.

(a) Any action required or permitted to be taken at an annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote of stockholders, if a consent or consents in writing or electronic transmission, setting forth the action so taken, are: (i) given by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted (but not less than the minimum number of votes otherwise prescribed by law) and (ii) delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are

recorded within sixty (60) days of the earliest dated consent so delivered to the Corporation. Notwithstanding anything contained herein to the contrary, stockholders may not elect directors by written or electronic consent.

(b) If a stockholder action by written consent or electronic transmission is permitted under these By-Laws and the Certificate of Incorporation, and the Board of Directors has not fixed a record date for the purpose of determining the stockholders entitled to participate in such consent to be given, then: (i) if the General Corporation Law of the State of Delaware, as may be amended from time to time (the "DGCL") does not require action by the Board of Directors prior to the proposed stockholder action, the record date shall be the first date on which a consent setting forth the action taken or proposed to be taken is delivered to the Corporation at any of the locations referred to in Section 3(a)(ii) of Article II of these By-Laws; and (ii) if the DGCL requires action by the Board of Directors prior to the proposed stockholder action, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution approved by a majority of the Board of Directors taking such prior action. Every written consent to action without a meeting shall bear the date of signature of each stockholder who signs the consent, and shall be valid if timely delivered to the Corporation at any of the locations referred to in Section 3(a)(ii) of these By-Laws.

(c) The Secretary shall give prompt notice of the taking of an action without a meeting by less than unanimous written consent to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation in accordance with the DGCL.

Section 4. Place of Meeting; Participation in Meetings by Remote Communication .

(a) The Board of Directors may designate any place, either within or without Delaware, as the place of meeting for any annual or special meeting. In the absence of any such designation, the place of meeting shall be the principal office of the Corporation designated in Section 2 of Article I of these By-Laws.

(b) The Board of Directors, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the DGCL and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place

but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

Section 5. Notice of Meetings. Notice stating the place, if any, day and hour of the meeting, the means of remote communication, if any, by which proxyholders and stockholders may be deemed to be present and vote at such meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, or in the case of a merger or consolidation, if required by applicable law, not less than twenty nor more than sixty days before the date of the meeting, by or at the direction of the Chairman or the chief executive officer, or the secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails in a sealed envelope addressed to the stockholder at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 6. Record Date. For the purpose of determining (a) stockholders entitled to notice of or to vote at any meeting of stockholders, or (b) stockholders entitled to receive payment of any dividend, or (c) stockholders for any other purpose other than by written consent, the Board of Directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than sixty days and not less than ten days before the date of the meeting or, with respect to any other action hereinbefore described in clauses (b) and (c), not more than sixty days prior to the date on which the particular action requiring such determination of stockholders is to be taken.

Section 7. Quorum. The holders of not less than one-third in voting power of the stock issued and outstanding and entitled to vote thereat, present in person, by remote communication or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

When a quorum is present at any meeting, the affirmative vote of the holders of a majority in voting power present in person, by remote communication or represented by

proxy shall be required to approve any question brought before such meeting, unless the question is one upon which by express provision of the DGCL or of the Certificate of Incorporation or of these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Procedure. The order of business and all other matters of procedure at every meeting of stockholders shall be determined by the chairman of the meeting. The Board of Directors shall appoint one or more inspectors of election to serve at every meeting of stockholders at which Directors are to be elected.

ARTICLE III

DIRECTORS

Section 1. Number, Election and Terms. Except as otherwise fixed pursuant to the provisions of Article Fourth of the Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect additional Directors under specified circumstances, the number of Directors shall be ten (10). At each annual meeting of the stockholders of the Corporation, Directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

As used in these By-Laws, the term the "majority of the entire Board of Directors" means the majority of the total number of Directors which the Corporation would have if there were no vacancies, and the term "majority of the Board of Directors" means the majority of the Directors present and voting.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations for the election of directors may be made by the Independent Nominating Committee or the Nominating and Governance Committee as set forth in Article V, or by any stockholder entitled to vote in the election of directors generally. However, any stockholder entitled to vote in the election of directors generally may nominate one or more persons for election as directors at a meeting only if written notice of such stockholder's intent to make such nomination or nominations has been given, either by personal delivery or by United States mail, postage prepaid, to the secretary of the Corporation not later than (a) with respect to an election to be held at an annual meeting of stockholders, one hundred twenty (120) days nor earlier than one hundred fifty (150) days prior to the anniversary date of the immediately preceding annual meeting, and (b) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the tenth day following the date on which notice of such meeting is first given to stockholders. Each such notice shall set forth: (a) the name and address of the stockholder who intends to make the nomination and of the person or persons to be

nominated; (b) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons, naming such person or persons, pursuant to which the nomination or nominations are to be made by the stockholder; (d) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission; and (e) the consent of each nominee to serve as a director of the Corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations for the election of Directors shall be made by the Independent Nominating Committee and the Nominating and Governance Committee, as set forth in Article V, Sections 3 and 4.

Section 2. Newly Created Directorships and Vacancies. Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article IV hereof relating to the rights of the holders of Preferred Stock to elect Directors as a class, the Independent Nominating Committee and the Nominating and Governance Committee, shall, in accordance with Article V, Sections 3 and 4, appoint persons to fill any newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause. Any Director appointed in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of the stockholders following such Director's appointment.

Section 3. Removal. Subject to the provisions in these By-Laws and the rights of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect Directors under specified circumstances, any Director may be removed from office with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy.

Section 4. Chairman. The Board of Directors, by the affirmative vote of the majority of the entire Board of Directors, shall elect a Director to serve as Chairman promptly following each election of the Board of Directors at each annual meeting of stockholders.

Section 5. Regular Meetings. The Board of Directors shall hold quarterly meetings on the first business day on or after each of June 1, September 1, December 1 and March 1 or on such alternate dates within each of the Corporation's fiscal quarter as

may be called by or at the request of the Chairman or the chief executive officer or by an officer of the Corporation upon the request of the majority of the entire Board of Directors, and at such times and places as the Board of Directors may from time to time determine.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman or the chief executive officer or by an officer of the Corporation upon the request of the majority of the entire Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without Delaware, as the place for holding any special meeting of the Board of Directors called by them.

Section 7. Action by Telephonic Communications. Members of the Board of Directors shall be entitled to participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 8. Notice; Time of Meeting. (a) Notice of every regular and every special meeting of the Board of Directors shall be given at least seventy-two (72) hours before the meeting by telephone, by personal delivery, by commercial courier, by mail, by facsimile transmission or other means of electronic transmission. Notice shall be given to each Director at his usual place of business, or at such other address as shall have been furnished by him for the purpose. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

(b) Each meeting of the Board of Directors shall commence between the hours of 8 a.m. and 2 p.m. (local Chicago time) unless otherwise agreed by a majority of the members of the Audit Committee.

Section 9. Quorum. Six (6) members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than six (6) members of the Board of Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time until a quorum is obtained without further notice. The act of the majority of the Board of Directors at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Certificate of Incorporation or the By-Laws of the Corporation.

Section 10. Compensation. Directors who are also full time employees of the Corporation or an affiliate thereof shall not receive any compensation for their services as Directors but they may be reimbursed for reasonable expenses of attendance. By resolution approved by a majority of the Board of Directors all other Directors may

receive either an annual fee or a fee for each meeting attended, or both, and expenses of attendance, if any, at each regular or special meeting of the Board of Directors or of a committee of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall be the Chairman, a chief executive officer, a president, a chief financial officer, an executive vice president (if elected by the Board of Directors), one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article IV.

Section 2. Election and Term of Office. The other officers of the Corporation shall be designated annually by resolution approved by the majority of the entire Board of Directors at the first meeting of the Board of Directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by resolution approved by the majority of the entire Board of Directors may be removed and replaced by resolution approved by the majority of the entire Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by resolution approved by the majority of the entire Board of Directors for the unexpired portion of the term.

Section 5. Executive Chairman. The Chairman shall serve as executive chairman of the Corporation and shall serve as the senior officer of the Corporation. He shall have such powers and perform such other duties as may be prescribed by the Board of Directors and shall receive no compensation for this position.

Section 6. Chief Executive Officer. The chief executive officer of the Corporation shall be determined by the Board of Directors and shall report to the Board of Directors. The chief executive officer shall provide overall direction and

administration of the business of the Corporation, establish basic policies within which the various corporate activities are carried out, guide and develop long range planning and evaluate activities in terms of objectives. He may sign with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, if such additional signature is necessary under the terms of the instrument document being executed or under applicable law, stock certificates of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be required by law to be otherwise signed or executed, and he may execute proxies on behalf of the Corporation with respect to the voting of any shares of stock owned by the Corporation. The chief executive officer shall have the power to

(a) designate management committees of employees deemed essential in the operations of the Corporation, its divisions or subsidiaries, and appoint members thereof, subject to the approval of a majority of the Board of Directors;

(b) appoint certain employees of the Corporation as vice presidents of one or several divisions or operations of the Corporation, subject to the approval of a majority of the Board of Directors, provided however, that any vice president so appointed shall not be an officer of the Corporation for any other purpose; and

(c) appoint such other agents and employees as in his judgment may be necessary or proper for the transaction of the business of the Corporation and in general shall perform all duties incident to the office of chief executive.

Section 7. President. The president shall in general be in charge of all operations of the Corporation and shall direct and administer the activities of the Corporation in accordance with the policies, goals and objectives established by the Chairman, the chief executive officer and the Board of Directors. The president shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Chief Financial Officer. Except as otherwise determined by the Board of Directors, the chief financial officer shall be the chief financial officer of the Corporation. The chief financial officer shall have the power to:

(a) charge, supervise and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation;

(b) render to the Board of Directors, whenever requested, a statement of the financial condition of the Corporation and of all his transactions as Chief Financial Officer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so;

(c) require from all officers or agents of the Corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation; and

(d) perform, in general, all duties incident to the office of chief financial officer and such other duties as may be specified in these By-Laws or as may be assigned to him from time to time by the Board of Directors or the Chairman.

Section 9. Executive Vice President. The executive vice president (if elected by the Board of Directors) shall report to either the chief executive officer or the president as determined in the corporate organization plan established by the Board of Directors. The executive vice president shall direct and coordinate such major activities as shall be delegated to him by his superior officer in accordance with policies established and instructions issued by his superior officer, the chief executive officer, or the Board of Directors.

Section 10. Vice President. The Board of Directors may elect one or several vice presidents. Each vice president shall report to either the chief executive officer, the president or the executive vice president as determined in the corporate organization plan established by the Board of Directors. Each vice president shall perform such duties as may be delegated to him by his superior officers and in accordance with the policies established and instructions issued by his superior officer, the chief executive officer or the Board of Directors. The Board of Directors may designate any vice president as a senior vice president and a senior vice president shall be senior to all other vice presidents and junior to the executive vice president. In the event there is more than one senior vice president, then seniority shall be determined by and be the same as the annual order in which their names are presented to and acted on by the Board of Directors.

Section 11. The Treasurer. The treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Corporation; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chief executive officer, president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 12. The Assistant Treasurer. The assistant treasurer (or, if more than one, the assistant treasurers) shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 13. The Secretary. The secretary shall: (a) keep the minutes of the stockholders' and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; (e) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (f) sign with the Chairman, president, or a vice president, stock certificates of the Corporation, the issue of which shall have been authorized by resolution approved by the majority of the Board of Directors; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chief executive officer, president or by the Board of Directors.

Section 14. The Assistant Secretary. The assistant secretary (or, if more than one, the assistant secretaries) shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

COMMITTEES

Section 1. The Committees. The Board of Directors may, pursuant to these By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in these By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Independent Nominating Committee, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors (collectively, the "Committees").

(a) Each Committee must consist of two (2) or more of the Directors of the Corporation, one (1) of which must be a member of the Independent Nominating Committee.

(b) The Board of Directors, by resolution approved by a majority of the entire Board of Directors, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(c) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the Board of Directors.

(d) Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

(e) All of the members of a Committee shall constitute a quorum for the transaction of business at any meeting of such Committee. The Act of the majority of the members of a Committee at a meeting at which a quorum is present shall be the act of such Committee, unless otherwise set forth herein or in the charter to such Committee.

Section 2. The Audit Committee. The Audit Committee shall consist of three (3) Receiver Directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this Article V:

(a) an independent Director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations ("Nasdaq"), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq, and

(b) a financial expert will be an individual fulfilling the requirements of the definition set forth the Securities and Exchange Commission in Item 407 of Regulation S-K.

Section 3. The Independent Nominating Committee. The Independent Nominating Committee shall consist of three (3) directors initially designated as Receiver Directors by the Board of Directors as of [_____], 2008 and each other person

nominated to election or appointment to the Board of Directors pursuant to this Section 3 (the "Receiver Directors") and shall have such powers and responsibilities as determined in the independent nominating committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(a) the sole authority to nominate to the Board of Directors three (3) independent Directors and the chief executive officer to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation, and

(b) the sole authority to appoint to the Board of Directors replacements for vacancies of Receiver Directors and the directorship held by the chief executive officer, resulting from death, resignation, disqualification, removal or other cause, provided that any such appointment for replacement of the directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated pursuant to Article IV.

Section 4. The Nominating and Governance Committee. The Nominating and Governance Committee shall consist of (3) directors designated as members of such committee as of [_____], 2008 and each other person designated as a member of the Nominating and Governance Committee resulting from any vacancies therein, two (2) of whom shall be Directors having been nominated by the Nominating and Governance Committee and one (1) of whom shall either be a Receiver Director or the chief executive officer, and shall have such powers and responsibilities as determined in the nominating and governance committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(a) The sole authority to nominate six (6) Directors, other than those Directors nominated by the Independent Nominating Committee, to stand for election by stockholders in accordance with these By-Laws;

(b) the sole authority to appoint replacements for vacancies of Directors previously nominated by the Nominating and Governance Committee, resulting from death, resignation, disqualification, removal or other cause; and

(c) the authority to establish governance principles.

Section 5. The Compensation Committee. The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver Directors and one (1) of whom shall be the Chairman. The Compensation Committee shall have such powers and responsibilities as determined in the Compensation Committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation

Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute "performance-based compensation" within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the Compensation Committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two "outside directors" within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

Section 6. The Disclosure Committee. The Board of Directors, by resolution approved by the majority of the entire Board of Directors, shall create a Disclosure Committee to be composed of management and operations personnel employed by the Corporation, with such members to be designated by the majority of the entire Board of Directors. The Disclosure Committee shall be responsible for:

(a) the approval of any material press release or other material disclosure by the Corporation;

(b) informing the Board of Directors in advance of all planned disclosure and other announcements by the Corporation;

(c) the responsibility for insuring that management reports all material developments to the Board of Directors and for determining which developments should be reported to Misys plc and its successors and permitted assigns or transferees ("Misys") in connection with its regulatory disclosure obligations;

(d) recommending to the Board of Directors any additional disclosure of other announcements, in each case as may be required to permit the non-independent Directors, other than the chief executive officer, to fulfill their obligations under the Relationship Agreement, as defined in the Certificate of Incorporation; and

(e) instituting protocols to address trading on material non-public information.

Section 7. Audit Committee and Board Approval. The following actions must be approved by the Audit Committee and the majority of the entire Board of Directors:

(a) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(b) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

[(c) Any change or modification to the audit committee charter in effect on [ ], 2008.][1]

ARTICLE VI

SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware".

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation or under the provisions of the laws of the State of Delaware, waiver thereof, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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1 This clause (c) shall only be included if prior to the approval of these By-Laws, the audit committee charter shall have been amended to remove the phrase "as the Committee deems appropriate, or" from the section entitled "Other Responsibilities as Appropriate" and provided that as of closing, no other amendments to this charter shall have been made.

ARTICLE VIII

AMENDMENTS

Subject to the provisions of the Certificate of Incorporation and the By-Laws, these By-Laws may be altered, amended or repealed with the affirmative vote of the majority of the entire Board of Directors; provided, that Articles III, IV, V hereof and this Article VIII may only be amended, or waivers therefrom granted, in the manner prescribed by statute with the consent of a majority of the members of the Audit Committee and the majority of the entire Board of Directors.

Exhibit D

Board of Directors of Surviving Company

Lee Shapiro

Exhibit E

Transition Services

Cooperation, provision of services and allocation of costs between Receiver and Parent with respect to:

- research, development and support services (including with respect to facilities in Bangalore, India and Manila, Philippines);
- Management services and related costs (including certain specified Parent overhead costs), such services and costs to be reasonable and agreed to in good faith by the respective chief financial officers of Parent and Receiver annually; provided, that in no event shall the costs (including overhead costs and other allocations) exceed $3,000,000 for any year;
- Human resources services;
- Procurement services;
- Tax services;
- Finance services (including SAP rollout); and
- Other services to be mutually agreed.

Exhibit F — Form of Trademark and Trade Name License Agreement

TRADEMARK AND TRADE NAME LICENSE AGREEMENT

This TRADEMARK AND TRADE NAME LICENSE AGREEMENT is dated as of _____ ___, 2008 (the "Agreement"), between Misys plc, a public limited company organized under the laws of England, having a principal place of business at 125 Kensington High Street, London W8 5SF, United Kingdom ("Licensor"), and Misys Healthcare Systems, LLC, a North Carolina limited liability company, having its principal place of business at 8529 Six Forks Road, Raleigh, North Carolina 27615 ("Licensee"). Licensor and Licensee are referred to herein collectively as "Parties" and each individually as a "Party".

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the trade name "MISYS" (the "Licensed Name") and certain trademarks and service marks consisting of or incorporating the designation "MISYS," identified in the schedule attached hereto as Schedule A, and has applied for and registered such trademarks and service marks in the United States (the "Territory") (such trademarks and service marks and such registrations and applications, together with any and all common law rights pertaining thereto, are referred to collectively as the "Licensed Marks") for use in Licensor's business;

WHEREAS, Licensor is the owner of the domain names listed on Schedule B hereto [1] (the "Licensed Domain Names" and together with the Licensed Name and the Licensed Marks, the "Licensed Property");

WHEREAS, at the Closing (as defined in the Agreement and Plan of Merger, dated as of March 17, 2008, by and among Licensor, Licensee, Allscripts Healthcare Solutions Inc., a Delaware corporation, having its principal place of business at 222 Merchandise Mart, Suite 2024, Chicago, IL 60654 ("Allscripts") and Patriot Merger Company, LLC, a North Carolina limited liability company (the "Merger Agreement")), Licensor will own, directly or indirectly, 54.5% of the equity interests in Receiver on a fully-diluted basis (as determined pursuant to the Merger Agreement);

WHEREAS, Licensor previously licensed Licensee the right to use the Licensed Marks in connection with Licensee's healthcare information technology products and services, pursuant to the Trademark License Agreement, effective as of May 7, 2004 between Licensor and Licensee (the "Existing License"), and Patriot Merger Company, LLC, a wholly-owned subsidiary of Allscripts is merging as of the date hereof with and into Licensee with Licensee as the surviving company (the "Merger");

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[1] Domain Names to be transferred from Licensee to Licensor between signing and Closing.

WHEREAS, entering into this Agreement is a condition to effecting the Merger;

WHEREAS, in connection with the Merger, the Parties have decided to replace the Existing License with this Agreement to more clearly set forth the rights and obligations of each Party;

WHEREAS, Licensee desires to use, and Licensor is willing to license Licensee to use, the Licensed Marks in connection with Licensee's healthcare information technology products and services and such other products and services as the Parties may agree (such products and services together with any permitted sublicensee's healthcare information technology products and services, the "Products and Services"), to use the Licensed Name in connection with Licensee's business of providing Licensee's healthcare information technology products and services (the "Licensed Business"), and to use the Licensed Domain Names in connection with the Licensed Business under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

1.1. Grant of Trademark License. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nonassignable, royalty-free license to use the Licensed Marks in connection with the marketing, promotion, advertisement, distribution and sale of the Products and Services of Licensee in the Territory.

1.2. Grant of Trade Name License. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nonassignable, royalty-free license to use the Licensed Name in its corporate name and trade name solely in the form of "Allscripts Misys" with or without one or more additional words (e.g., Allscripts Misys Healthcare Systems") and a corporate-form identifier such as "Inc." or "LLC", as applicable, in connection with the operation of the Licensed Business in the Territory.

(a) Grant of License to Domain Names. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee a nonexclusive, nonassignable, royalty-free license to use the Licensed Domain Names in connection with the operation of the Licensed Business in the Territory. The Parties agree that the ability of a third party to access the websites operated under the Licensed Domain Names from outside of the Territory shall not be deemed a breach of this Agreement, provided such websites are not targeted to persons or entities outside of the Territory and to the extent that a person or entity is identified as being outside of the Territory, Licensee does not provide Products or Services and does not permit any Sublicensee to provide Products or Services outside of the Territory. In the event of any doubt as to where such person or entity is located, Licensee shall, and shall cause any Sublicensee to, obtain

written confirmation from such person or entity that it is located and operating in the Territory. Licensor shall designate a person specified by Licensee as the "technical contact" for each Licensed Domain Name to the extent necessary to permit access to the associated website.

1.3. Restrictions on Use.

(a) Except for use of Allscripts' color scheme of red, black and grey, which may be used for the Licensed Marks other than "Misys" used alone, "Misys" in combination with the "M" logo and the "M" logo, Licensee shall not change or modify the Licensed Property, or create any design variation of the Licensed Property, without the prior written consent of Licensor.

(b) Except for the word "Allscripts", Licensee shall not join any name, mark or logo with the Licensed Property so as to form a composite trade name or mark, without obtaining the prior written consent of Licensor.

(c) Licensee shall not use any other name or mark that is confusingly similar to the Licensed Property, provided, however, that use of the word "Allscripts" with the secondary words in the Licensed Marks (e.g., Tiger), with or without the word "Misys", will not be considered confusingly similar.

1.4. Changes in Licensed Marks. Upon written notice to Licensee, Licensor may, from time to time in its sole discretion, elect to (a) discontinue any Licensed Marks or Licensed Domain Names and/or (b) replace any Licensed Marks or Licensed Domain Names with or use new or different trademarks or service marks or domain names ("New Marks") with respect to the Products and Services or the Licensed Business. Upon such election, any such New Marks may be designated Licensed Property by Licensor and if designated as such shall be subject to the terms of this Agreement, and Schedule A shall be deemed amended automatically to include such New Marks. In the event Licensor discontinues any Licensed Property or introduces a New Mark, Licensee shall have a reasonable period of time, not to exceed six (6) months, to cease use of such discontinued Licensed Property or begin use of such New Mark.

1.5. Sublicenses.

(a) Subject to the terms and conditions contained herein, Licensee may grant a sublicense of its rights hereunder to any Affiliate (defined as any entity that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Licensee, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of such entity or the ownership (directly or indirectly) of securities or other interests in such entity) (each permitted sublicensee, a "Sublicensee") as follows:

(i) Licensee may grant a sublicense to each Sublicensee to use the Licensed Marks in connection with such Sublicensee's healthcare information technology products and services in the Territory;

(ii) Licensee may grant to each Sublicensee a sublicense to use the Licensed Name solely in the form(s) set forth on Schedule C as Schedule C may be amended from time to time by mutual agreement of Licensor and Licensee and solely in connection with the operation of such Sublicensee's healthcare information technology products and services business in the Territory (each, a "Sublicensee Business");

(iii) Licensee may grant to each Sublicensee a sublicense to use the Licensed Domain Names in connection with its Sublicensee Business in the Territory.

(iv) The grant of any sublicense hereunder shall be conditioned on such Sublicensee having first executed a copy of the Sublicensee Acknowledgement set forth as Exhibit A.

(b) Any such sublicense shall be made on, and subject to, all applicable terms and conditions of this Agreement with respect to the Licensed Property, including but not limited to the following:

(i) Any such sublicense shall contain a provision that the sublicense will, at Licensor's choice, either (A) be deemed automatically assigned by Licensee to Licensor or (B) terminate automatically upon any termination of this Agreement.

(ii) Licensee shall (A) notify Licensor promptly in writing upon becoming aware that any Sublicensee's use of the Licensed Property deviates from the Quality Standards in any material respect, and (B) promptly undertake commercially reasonable efforts to cause such defective or nonconforming use to be cured or, if not curable, discontinued.

(iii) Licensor shall be a third-party beneficiary of such sublicense.

(iv) Licensor shall have the right to enforce the terms and conditions of, and terminate, such sublicense, whether as a party thereto or as a third-party beneficiary.

(c) In addition to the right to grant sublicenses pursuant to this Section 1.5, Licensee and each Sublicensee shall be permitted to allow any reseller or distributor of the Products and Services to use the Licensed Marks and Licensed Domain Names solely to the extent necessary to perform its obligations under the relevant agreement with Licensee or such Sublicensee. Each such agreement shall contain restrictions on the use of the Licensed Marks and Licensed Domain Names consistent with the restrictions contained herein, including but not limited to those in Section 1.5(b) (other than (b)(i) and (b)(iv)). A copy of each such agreement shall be provided to Licensor for review and approval prior to execution.

(d) Notwithstanding the grant of any sublicense hereunder, Licensee shall remain liable for any breach or default of the applicable terms and conditions of this Agreement by any of its Sublicensees, resellers or distributors with respect to the Licensed Property.

(e) No such Sublicensee, reseller or distributor shall be permitted to sublicense to any other person or entity the rights granted to it with respect to the Licensed Property.

(f) A copy of each sublicense shall be provided to Licensor for review and approval prior to execution.

1.6. Covenant. So long as this Agreement is effect, (i) Licensor will not use the product marks included in the Licensed Marks (e.g., Misys Tiger) on healthcare information technology products and services within the scope of the Licensed Business in the Territory and (ii) other than with respect to activities of the Licensor's open source division, Licensor will not use the "Misys" mark or the "M" logo on healthcare information technology products and services within the scope of the Licensed Business in the Territory. For the avoidance of doubt, Licensor's open source division may use the "Misys" mark, the "M" logo and other marks not included in the Licensed Marks on healthcare information technology products and services within the scope of the Licensed Business in the Territory.

2. Quality Standards and Control .

2.1. Quality Control. At all times, Licensee shall use and shall cause each Sublicensee to use the Licensed Property only in accordance with such quality standards and specifications as may be established by Licensor and communicated to Licensee in writing from time to time (the "Quality Standards"), including but not limited to the Quarterback Trademark Guidelines attached hereto as Exhibit B. Without limiting the foregoing, the Products and Services shall always be manufactured or performed in a manner that reflects favorably on the Licensed Property and does not tarnish them or the reputation of Licensor. With respect to the name and mark "Misys" and the "M" logo, Licensor may establish additional Quality Standards that shall be communicated to Licensee in writing from time to time.

2.2. Use of the Licensed Marks. All use of the Licensed Marks made hereunder shall faithfully reproduce the design and appearance of the Licensed Marks as reflected on Schedule A.

2.3. Inspection and Approval . Licensor or its designated representative shall have the right at any time during normal business hours to inspect and approve, which approval shall not be unreasonably withheld, any and all uses of the Licensed Marks to confirm that such use is in conformance with the terms of this Agreement. From time to time, upon Licensor's reasonable request in writing, Licensee shall, at Licensee's expense, (a) provide Licensor with representative samples of the ways in which the Licensed Marks are then being used (or photographs depicting the same), and

(b) permit Licensor to inspect Licensee's places of business where the Licensed Marks are used, in each case for Licensor's inspection and approval of such uses.

2.4. Deficiencies. If Licensor reasonably believes that the Licensed Business, a Sublicensee Business or the business of a reseller or distributor using the Licensed Marks or Licensed Domain Names is not being conducted in compliance with Licensor's Quality Standards or if an inspection of the Products and Services reveals that they do not comply with Licensor's Quality Standards, then Licensor shall promptly provide Licensee with written notice of such defects or violations, and shall allow Licensee thirty (30) days from the date of such notice in which to cure such defects or violations. Should the defects or violations not be remedied within such thirty (30) days, Licensor may, in its reasonable discretion, terminate this Agreement in accordance with Section 8.2 or bring an action to require specific performance. If such an action is brought and is successful, then Licensee shall have thirty (30) days within which to comply with the order. If, at the end of such thirty (30) days Licensee has not complied, this Agreement will terminate automatically.

3. Compliance with Law. Licensee shall use the Licensed Property only in such manner as will comply with the provisions of applicable laws and regulations relating to the Licensed Property. Licensee shall affix to all materials that bear a Licensed Mark, including, but not limited to, all stationery, labels, packaging, advertising and promotional materials, manuals, invoices and all other printed materials, (a) notices in compliance with applicable trademark laws and (b) such legend as Licensor may reasonably designate by written notice and is required or otherwise reasonably necessary to allow adequate protection of the Licensed Marks and the benefits thereof under applicable trademark laws from time to time. In connection herewith, Licensee may use the following legend:

"MISYS" is a registered trademark owned by Misys plc and is used under license."

4. Ownership and Maintenance.

4.1. Ownership. (a) Licensee acknowledges and admits the validity of the Licensed Property and agrees that it will not, directly or indirectly, challenge the validity of the Licensed Property, or any registrations thereof and/or applications therefor in any jurisdiction, or the right, title and interest of Licensor therein and thereto, nor will it claim any ownership or other interest in the Licensed Property in any jurisdiction, other than the rights expressly granted hereunder.

(b) Licensee acknowledges that (i) the Licensed Property and the goodwill associated therewith are and will remain the exclusive property of Licensor, (ii) all uses of the Licensed Property shall inure solely to the benefit of Licensor, and (iii) Licensee has no right, title or interest in any other trademarks, services marks, trade names or domain names belonging to Licensor. Licensee shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Licensor in and to the Licensed Property. Nothing in this Agreement grants, nor shall Licensee acquire

hereby, any right, title or interest in or to the Licensed Property or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Licensor's right to enjoin or obtain relief against any acts by third parties of trademark infringement or unfair competition.

(c) Licensee shall not at any time, without the prior written consent of Licensor, acquire a registration or file and prosecute a trademark application or applications to register the Licensed Property, or any component, variation or derivation thereof, or any name or mark confusingly similar thereto, for any goods or services anywhere in the world. If Licensee at any time, without the prior written consent of Licensor, files or causes to be filed, in its own name or otherwise on its behalf, an application to register or otherwise takes steps under applicable laws to obtain trademark or other protection of the Licensed Property in any country, territory or jurisdiction, Licensee shall, at the direction of Licensor, either (i) assign and transfer to Licensor, without further consideration, all right, title and interest in or to the Licensed Property in such country, territory or jurisdiction, or (ii) surrender and abandon such registration or application for registration.

4.2. Maintenance; Registrations; Filings . (a) Licensor shall be responsible for and retain sole discretion over the filing, protection and maintenance of the Licensed Property. Licensee shall execute all documents as are reasonably necessary or expedient to aid in, and shall otherwise cooperate at Licensor's expense with, Licensor's efforts to prepare, obtain, file, record and maintain all such registrations and applications. In particular, but without limitation, upon Licensor's request, Licensee shall furnish Licensor with information or materials which are necessary or helpful to establish or evidence Licensor's ownership of the Licensed Property, and the nature and scope of its rights therein, including but not limited to information regarding the Licensee's first and subsequent dates of use, proof of such use dates, information regarding the nature and extent of the Licensee's use, and actual specimens of use made by Licensee in advertising, printed materials or other materials which are used in connection with the promotion of the Products and Services.

(b) Licensor shall have no further maintenance obligations as to the Licensed Property or any registration thereof or application therefor upon giving written notice to Licensee that it does not intend to continue such maintenance; provided, however, that, other than as provided in Section 1.4, Licensor shall maintain its registrations for all the Licensed Domain Names during the term of this Agreement.

5. Infringement or Dilution. Licensee shall promptly notify Licensor upon becoming aware of any infringement or dilution of the Licensed Property. Licensor has the exclusive right to take, and shall take, such steps to stop such infringement or dilution as may be reasonably necessary in its reasonable determination to protect the Licensed Property. Licensee shall cooperate fully with Licensor to stop such infringement or dilution. Licensor shall have full control over any such action, including without limitation the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it deems

advisable in its discretion. Licensor shall bear all expenses connected with the foregoing, including for Licensee's cooperation. To the extent Licensee has proven damages resulting from such infringement or dilution, Licensee shall share in the amount recovered, if any, net of Licensor's expenses in connection with such action, pro-rata with Licensor's damages in such action.

6. Indemnification.

6.1. Licensor does not, by virtue of this Agreement or of Licensee's use of the Licensed Property, assume any liability with respect to the business of Licensee or the conduct thereof by Licensee, and Licensee shall defend, indemnify and hold harmless Licensor and its affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) (collectively, "Losses") resulting from or arising out of claims, actions or proceedings brought by third parties against Licensor arising out of (a) Licensee's breach of this Agreement, (b) any use by Licensee of the Licensed Property, (c) any misuse by Licensee of the Licensed Property including but not limited to use of the Licensed Property in false advertising; and (d) defects in the Products and Services offered by the Licensee or any Sublicensee under the Licensed Property.

6.2. Licensee does not, by virtue of this Agreement or of Licensee's use of the Licensed Property, assume any liability with respect to the business of Licensor or the conduct thereof by Licensor, and Licensor shall defend, indemnify and hold harmless Licensee and its affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all Losses resulting from or arising out of claims, actions or proceedings brought by third parties against Licensee arising out of Licensor's breach of this Agreement.

7. Representations and Warranties. Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full corporate power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8. Term; Termination.

8.1. Term. The term of this agreement shall become effective as of the date hereof, and shall continue in effect until terminated in accordance with the provisions of Section 8.2.

8.2. Termination. (a) Licensor may terminate this Agreement or a sublicense upon written notice to Licensee or such Sublicensee, if:

(i) There is a change in control of Licensee or such Sublicensee.

(ii) Licensee or such Sublicensee breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after the date of Licensor's written notice thereof.

(iii) Licensee or such Sublicensee files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official with similar powers over a substantial part of its property; or a court having jurisdiction over Licensee or such Sublicensee or any of the property of Licensee or such Sublicensee shall enter a decree or order for relief in respect thereof in an involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or official with similar powers over a substantial part of the property of Licensee or such Sublicensee, or shall order the winding-up, liquidation or rehabilitation of the affairs of Licensee or such Sublicensee, and such order or decree shall continue in effect for a period of sixty (60) consecutive days.

(iv) Licensor provides such written notice of termination sixty (60) days in advance of the date of termination.

(b) Notwithstanding anything to the contrary contained herein, termination of this Agreement by either Party in whole or in part shall be without prejudice to any other remedy otherwise available hereunder, under law or at equity, to such Party or the other Party.

(c) Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of Licensor and Licensee pursuant to Sections 4.1, 6, 8.2, 8.3 and 9 shall survive indefinitely regardless of any cancellation, expiration or termination of this Agreement.

8.3. Effects of Termination. Any termination of this Agreement in accordance with the terms hereof shall be final. Upon the termination of this Agreement:

(a) all rights in the Licensed Property granted to Licensee or any Sublicensee hereunder shall automatically revert to Licensor, and Licensee or any Sublicensee shall have no further rights in, and shall immediately cease all use of, the Licensed Property, except that Licensee and any Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Property;

(b) Licensee shall immediately destroy and cause any Sublicensee, reseller or distributor to destroy all materials used for reproducing the Licensed Property

(including without limitation photographic negatives, printing plates and tooling), except that Licensee and any Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Property; and shall, within thirty (30) days after such destruction has taken place, provide Licensor with an affidavit executed by an officer of Licensee attesting thereto;

(c) Licensee will use reasonable efforts to cease using the Licensed Property on buildings, cars, trucks and other fixed assets as soon as possible but in any event within three months of termination;

(d) Licensee shall and shall cause any Sublicensee to change its name to a name that does not include any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensor reasonably deems confusingly similar thereto;

(e) Licensor shall, for a period of six months after the termination of this Agreement, redirect Internet traffic seeking any of the Licensed Domain Names to such domain name or names as Licensee shall specify in writing;

(f) Licensee shall and shall cause any Sublicensee to change the domain names on the websites currently using the Licensed Domain Names to domain names that do not include any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensor reasonably deems confusingly similar thereto and shall remove all references to the Licensed Property in the content on any such websites; and

(g) Licensee will not and will cause any Sublicensee not to use or do business under, or assist any third party in using or doing business under, any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensor reasonably deems confusingly similar thereto.

9. Miscellaneous.

9.1. Assignment. Licensee shall not assign or attempt to assign its rights or obligations hereunder without Licensor's prior written consent . Licensor shall not assign or attempt to assign its rights or obligations hereunder without Licensee's prior written consent; provided, however, that no such consent shall be required for an assignment by Licensor in connection with (i) any assignment to an affiliate, (ii) any assignment or sale of all or substantially all of the equity or similar interests of Allscripts that are owned by Licensor, or (iii) any assignment or sale of all or substantially all of Licensor's assets, or any merger, consolidation or other business combination to which Licensor is a party, provided, further, however, that Licensor agrees that it will not assign its rights or obligations hereunder apart from all or substantially all of the equity or similar interests of Allscripts that it owns and the Licensed Marks that are specific to Licensee's Business, which, for the avoidance of doubt, do not include the name and mark "Misys" or the "M" logo or any other name and mark other than the Licensed

Marks. Any assignment or attempt to do so in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes and cancels all prior agreements and understandings between Licensor and Licensee, whether written and oral, with respect thereto (including the Existing License).

9.3. Amendment; Waivers. This Agreement shall not be amended, supplemented or modified except in a writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach.

9.4. No Agency. Licensor and Licensee are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

9.5. Further Assurances. Each of the Parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Agreement. The Parties shall act in good faith in the performance of their obligations under this Agreement.

9.6. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason in any jurisdiction, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Agreement in any jurisdiction shall not affect the remaining portions of this Agreement in such jurisdiction or in any other jurisdiction.

9.7. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER VOLUNTARILY, AND (D) IT HAS BEEN

INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.7.

9.8. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. For purposes of any claim, suit, action or proceedings arising out of or in connection with this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York.

9.9. Equitable Relief. Each Party hereto acknowledges that the other Party will suffer irreparable harm as a result of the material breach by such Party of any covenant or agreement to be performed or observed by such Party under this Agreement, and acknowledges that the other Party shall be entitled to apply for and, if granted, receive from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining Licensee from further breach of this Agreement or further infringement or impairment of the rights of Licensor.

9.10. Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given (a) if sent by first-class registered or certified mail, return receipt requested, postage prepaid, on the fifth day following the date of deposit in the mail, (b) if delivered personally, when received, or (c) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

If to Licensor, to:

Misys plc
125 Kensington High Street
London W8 5SF
United Kingdom
Telecopy: + 44 (0)20 7368-2400
Telephone: _____
Attention: Group General Counsel & Company Secretary

If to Licensee, to:

Misys Healthcare Systems, LLC
8529 Six Forks Road

Raleigh, North Carolina 27615
Telecopy: _____
Telephone: _____
Attention: General Counsel

or, in each case, to such other address or facsimile number or to the attention of such other person as may be specified in writing by such Party to the other Party.

9.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be one and the same instrument.

9.12. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

9.13. Construction of this Agreement. In any construction of this Agreement, the Agreement shall not be construed against any Party based upon the identity of the drafter of the Agreement or any provision of it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MISYS PLC

By: _____
Name:
Title:

MISYS HEALTHCARE SYSTEMS, LLC

By: _____
Name:
Title:

Schedule A

Licensed Marks

Name of Mark	Registration Information	Goods and Services Associated with the Mark
MISYS	Reg. No. 3,177,341	Computer software for database management for use in the fields of finance, medicine and healthcare, *inter alia*.
M (and design) 	Reg. No. 3,256,754	Computer software for database management for use in the fields of finance, medicine and healthcare, *inter alia*.
MISYS EMR	Reg. No. 2,905,511	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS FIRSTHAND	Reg. No. 2,905,512	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS TIGER	Reg. No. 2,905,513	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS VISION	Reg. No. 2,904,102	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS VISION/OPTIMUM	Reg. No. 2,905,514	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.

Name of Mark	Registration Information	Goods and Services Associated with the Mark
MISYS VISION/ENABLED	Reg. No. 3,240,977	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management
MISYS I-CLASS	Reg. No. 2,904,104	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS QUERY	Reg. No. 2,904,111	Computer programs and software to manage financial, e-commerce, administrative, accounting, clinical, insurance and managed care records for medical practice management.
MISYS PRACTICE PULSE	Reg. No. 3,199,674	Computer software for managing clinical and administrative data for healthcare.

Schedule B

Licensed Domain Names

misishealthcare.com

misysdr.com

misyselectronicmedicalrecords.com

misyselectronicmedicalrecords.net

misyselectronicmedicalrecords.org

misysemr.com

misysemr.net

misysemr.org

misysescript.com

misysfastservices.com

misysfastservices.net

misysfastservices.org

misysforms.com

misyshc.com

misyshc.net

misyshealth.com

misyshealth.net

misyshealth.org

misyshealthcar.com

misyshealthcare.com

misyshealthcare.net

misyshealthcare.org
misyshealthcaresystems.com
misyshealthcaresystems.net
misyshealthcaresystems.org
misyshelathcare.com
misyshomecare.com
misysmyway.com
misysoptimum.com
misystiger.com
misystiger.net
misystiger.org
misystouchpoint.com
misysvisionoptimum.com
misysvisionoptimum.net
misysvisionoptimum.org
mysishealth.com
mysishealthcare.com
mysishealthcaresystems.com
mysishelathcare.com

Schedule C

[List of names of Licensee Affiliates that include the Misys Trade Name.]

Existing Company Name	New Company Name
Allscripts Healthcare Solutions Inc.	Allscripts Misys Healthcare Solutions Inc.

Exhibit A

FORM OF SUBLICENSEE ACKNOWLEDGMENT

This sublicensee acknowledgement ("Sublicensee Acknowledgment"), dated as of ___,___, is made by [Allscripts Healthcare Solutions Inc., a Delaware corporation][2] (the "Sublicensee").

Reference is hereby made to the Trademark and Trade Name License Agreement, dated as of _____ ___, 2008 (the "License Agreement"), between Misys plc, a public limited company incorporated under the laws of England ("Licensor"), and Misys Healthcare Systems, LLC, a North Carolina limited liability company ("Licensee"). Except as otherwise defined herein, capitalized terms used herein and defined in the License Agreement shall be used herein as therein defined. The Sublicensee hereby agrees as follows:

WHEREAS, Licensee and Sublicensee are entering into that certain Sublicense Agreement, dated as of even date herewith (the "Sublicense"), providing for the use by Sublicensee of the Licensed Property in accordance with the terms thereof and hereof;

NOW THEREFORE, the Sublicensee hereby agrees as follows:

1. The Sublicensee (i) confirms that it has received a copy of the License Agreement, (ii) agrees to be bound by all of the terms and conditions of the License Agreement (including, but not limited to, the restriction against further sublicensing contained in Section 1.5(e) thereof) and (iii) agrees to perform in accordance with their terms all of the obligations which by the terms of the License Agreement are required to be performed by Licensee and applicable to Sublicensee through the Sublicense.

2. The Sublicensee hereby acknowledges that Licensor is an intended third party beneficiary of the Sublicense.

IN WITNESS WHEREOF, the Sublicensee has executed this Sublicensee Acknowledgment as of the date first written above.

[SUBLICENSEE**]**

By: _____

Name:
Title:

2 Each Sublicensee should execute an acknowledgment.

Exhibit B

Misys Trademark Guidelines

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EXHIBIT 99.5

RELATIONSHIP AGREEMENT

DATED AS OF MARCH 17, 2008

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

and

MISYS PLC

CONTENTS

In order to induce Misys plc to acquire the Consideration Shares pursuant to the Merger Agreement, and in consideration of the representations, warranties, covenants and agreements set forth herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THIS AGREEMENT** is entered into on March 17, 2008

BY:

(1) **Misys plc**, a public limited company incorporated under the laws of England and listed on the London Stock Exchange (**Quarterback**); and

(2) **Allscripts Healthcare Solutions, Inc.**, a Delaware corporation and listed on Nasdaq (**Receiver**).

WHEREAS:

(A) The parties have agreed that, subject to the terms and conditions set forth in the Merger Agreement, a wholly-owned subsidiary of Receiver shall merge with and into Safety, with Safety continuing as the surviving entity (the **Merger**), and pursuant to which Receiver shall issue to the sole member of Safety shares of Receiver Common Stock;

(B) The parties have further agreed that, subject to certain terms and conditions set forth in the Merger Agreement, Quarterback shall purchase additional shares of Receiver Common Stock (the **Consideration Shares**), which, together with the shares described in clause (A) above, shall represent 54.5% of the aggregate number of Fully-Diluted Shares (as defined in the Merger Agreement); and

(C) Quarterback and Receiver wish to regulate the relationship between them to ensure that, amongst other things, Quarterback will continue to comply with its UK Regulatory Requirements following the Merger and Receiver will continue to comply with its US Regulatory Requirements following the Merger.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement:

Affiliate means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of a Person or the ownership (directly or indirectly) of securities or other interests in such Person;

beneficially own (or any similar phrase) shall have the meaning set forth in Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended;

Business Day means any day other than a Saturday, a Sunday, a legal holiday in New York, New York or London, United Kingdom or other day on which banking institutions or trust companies are authorized or obligated by law to close in New York, New York or London, United Kingdom;

Chairman means the chairman of the Receiver Board from time to time;

Closing has the meaning given to that term in the Merger Agreement;

Companies Act (UK) means the Companies Act 1985 (UK), as amended, and references to the Act shall, so far as is applicable, be interpreted in accordance with section 1297 of the Companies Act 2006 (UK);

Consideration Shares has the meaning given to that term in Recital (B) hereof;

Constituent Documents means, together, the Second Amended and Restated Certificate of Incorporation and By-Laws of Receiver as of the Effective Time (as may be amended from time to time);

Directors mean the directors of Receiver from time to time and **Director** means any one of them;

Disclosure and Transparency Rules (UK) means the disclosure and transparency rules of the FSA;

Effective Time has the meaning given to that term in the Merger Agreement;

Equity Security means any equity security of Receiver, or option, warrant, right or other security convertible, or exercisable into or exercisable for equity securities of Receiver;

FINRA means the U.S. Financial Industry Regulatory Authority;

FSA means the UK Financial Services Authority;

Governmental Entity means any domestic or foreign (whether national, federal, state, provincial, local or otherwise) government or any court, administrative agency or commission or other governmental or regulatory authority or agency, domestic, foreign or supranational;

Law (and with the correlative meaning **Laws**) means rule, regulation, statute, order, ordinance, guideline, handbook, code (including the UK Takeover Code) or other legally enforceable requirement, including, but not limited to common law, state and federal laws or securities laws and laws, rules and regulations of foreign jurisdictions;

Listing Rules (UK) means the listing rules of the FSA;

London Stock Exchange means London Stock Exchange plc;

Merger Agreement means the merger agreement dated the same date as this agreement entered into among Quarterback, Receiver, Safety and Patriot Merger Company, LLC, a North Carolina limited liability company and wholly-owned subsidiary of Receiver in respect of the Merger;

Nasdaq means the Nasdaq National Market;

Out-of-the-Money Option has the meaning given to that term in the Merger Agreement;

Person means an individual, corporation, partnership, joint venture, association, trust, limited liability company, Governmental Entity, unincorporated organization or other entity;

Quarterback Board means the board of directors of Quarterback, as constituted from time to time;

Quarterback's General Counsel means the general legal counsel of Quarterback from time to time;

Quarterback Group means Quarterback and its Subsidiaries from time to time (excluding, after the Effective Time, Receiver and its Subsidiaries from time to time);

Quarterback Nominee means any Director nominated other than by the Independent Nominating Committee and other than the Receiver CEO;

Quarterback Ordinary Shares means the ordinary shares in the capital of Quarterback;

Receiver Board means the board of directors of Receiver, as constituted from time to time;

Receiver CEO means the chief executive officer of Receiver from time to time;

Receiver Common Stock means the common stock, par value $0.01, of Receiver;

Receiver ESPP means the Receiver Employee Stock Purchase Plan and any other employee stock purchase plan adopted by Receiver.

Receiver's General Counsel means the general legal counsel of Receiver from time to time.

Receiver Group means Receiver and its Subsidiaries from time to time, and following the Effective Time will include Safety and its Subsidiaries but not Quarterback and its other Subsidiaries;

Receiver Share Schemes means the Amended and Restated Receiver 1993 Stock Incentive Plan and the Receiver 2001 Non-Statutory Stock Plan, and all other Receiver employee plans currently in existence or adopted hereafter that involve the issuance or potential issuance of any equity or equity-linked security of Receiver, in each case other than a Receiver ESPP.

Relevant Public Announcement means:

(a) in relation to a public announcement issued by Receiver, any announcement for which the disclosure committee of Receiver has responsibility under the Receiver By-laws; and

(b) in relation to a public announcement issued by Quarterback, an announcement issued in respect of or which could reasonably be expected to affect Receiver or the Receiver Group.

Safety means Misys Healthcare Systems, LLC, a North Carolina limited liability company and a wholly-owned indirect subsidiary of Quarterback;

SEC means the U.S. Securities and Exchange Commission;

Subsidiary means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, is controlled by such first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of a Person or the ownership (directly or indirectly) of securities or other interests in such Person;

UK Regulatory Requirements means Quarterback's obligations under, inter alia, the Companies Act (UK), the Listing Rules (UK) and the Disclosure and Transparency Rules (UK) or any similar Law in effect now or in the future;

US Regulatory Requirements means Receiver's obligations under, inter alia, the U.S. Securities Act of 1933, as amended, the U.S. Securities Exchange Act of 1934, as amended, FINRA rules and regulations and the Delaware General Corporation Law or any similar Law in effect now or in the future; and

Voting Securities mean any securities entitled to vote generally in the election of directors of Receiver or its successors, securities convertible or exchangeable into or exercisable for such securities and any rights or options to acquire any of the foregoing securities.

1.2 In this agreement any reference, express or implied, to a Law includes:

(a) that Law, as amended, extended or applied by or under any other Law (before, on or after execution of this agreement);

(b) any Law which that Law re-enacts (with or without modification); and

(c) any subordinate legislation made (before, on or after execution of this agreement) under that Law, including (where applicable) that Law as amended, extended or applied as described in paragraph (a) above, or under any Law which it re-enacts as described in paragraph (b) above,

and Law includes any rule, regulation or requirement of the SEC, Delaware General Corporation Law, FINRA, UK Listing Authority, London Stock Exchange, FSA, the UK Takeover Panel and any other body or authority acting under the authority of any Law and any legislation in any jurisdiction.

1.3 In this agreement:

(a) references to the singular include the plural and vice versa;

(b) references to a Person are also to its permitted successors and assigns;

(c) the table of contents and headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement;

(d) whenever the words "include", "includes" or "including" are used in this agreement, they shall be deemed to be followed by the words "without limitation". The term "or" is not exclusive;

(e) the words "hereof", "herein" and "hereunder" and words of similar import when used in this agreement shall refer to this agreement as a whole and not to any particular provision of this agreement;

(f) the definitions contained in this agreement are applicable to the singular as well as the plural forms of such terms; and

(g) any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, except as otherwise specified herein.

1.4 For the avoidance of doubt, the exclusion of Receiver and its Subsidiaries from the definition of Quarterback Group above is for the purposes of this agreement only and does not affect the accounting treatment of Quarterback Group from time to time (including, any accounting consolidation).

2. CONDITION AND DURATION

2.1 Clauses 1, 2, 6.1(a), 8 and 12 to 18 shall take effect on the date of this agreement and obligations thereunder shall commence on the date of this agreement . The remainder of this agreement shall take effect at the Effective Time and obligations thereunder shall not commence until the Effective Time. Except as set forth in subclauses 2.2 and 2.3, and clause 14, this agreement shall continue indefinitely.

2.2 Subclauses 4.2(a) and 4.2(b) (but not including the proviso set forth in subclause 4.2) and clauses 6 and 9 of this agreement shall (except as specifically provided in those clauses) terminate on the date on which the Quarterback Group owns less than 50% of the then outstanding shares of Receiver Common Stock, clauses 7 and 10 of this agreement shall (except as specifically provided in those clauses) terminate on the date on which the Quarterback Group owns less than 35% of the then outstanding shares of Receiver Common Stock and clause 13 of this agreement shall terminate on the date on which the Quarterback Group owns less than 20% of the then outstanding shares of Receiver Common Stock (provided, in each case, that such clauses shall not terminate if the failure of the Quarterback Group to own such amount results from breach by Receiver of this agreement or the Constituent Documents).

2.3 If the Merger Agreement is terminated in accordance with its terms, this agreement shall thereupon terminate and be of no further force and effect.

3. CONSTITUENT DOCUMENTS; OTHER

3.1 Except as otherwise provided herein or with the consent of the audit committee of Receiver, and except in connection with any vote to effect the Additional Charter and By-Laws Amendments (as defined in the Merger Agreement), Quarterback shall not, and shall cause each member of the Quarterback Group holding any Voting Securities not to, vote in favor of any proposal which seeks to alter, amend, repeal, in whole or in part, or adopt any provision inconsistent with, or grant any waivers under, this agreement or either the provisions set forth in Articles III, IV, V and VIII of the By-Laws of Receiver or Articles Ninth, Tenth, Fourteenth or the first, third or seventh paragraphs of Article Seventh of the Second Amended and Restated Certificate of Incorporation of Receiver included in the Charter and By-Laws Amendments (as defined in the Merger Agreement) (or Articles Ninth, Tenth, Thirteenth or the first, third or seventh paragraphs of Article Seventh of the Second Amended and Restated Certificate of Incorporation of Receiver included in the Additional Charter and By-Laws Amendments (as defined in the Merger Agreement) if approved by the shareholders of Receiver) and will cause all shares of Voting Securities beneficially owned by any member of the Quarterback Group to be voted against any such proposal.

3.2 The parties agree that Receiver shall settle any conversion of Receiver's outstanding 3.50% convertible senior debentures (Convertible Debentures) by a holder of Convertible Debentures by issuing shares of Receiver Common Stock and not in cash.

3.3 Quarterback shall not, and shall not permit any member of the Quarterback Group to, sell, transfer or otherwise dispose of (such event being hereinafter referred to as a "Transfer") 15% or more of the outstanding shares of Receiver Common Stock to a Person or a "group" (within the meaning of Section 13(d)(3) of the 1934 Act)(other than to any member of the Quarterback Group), in any transaction or series of related transactions, unless, prior to any such Transfer, the Receiver Board has approved such Transfer at a duly called meeting of the Receiver Board.

3.4 For a period of eighteen months from the Effective Time, the headquarters and principal office of Receiver shall be located in Chicago, Illinois, and, other than with the prior written consent of Receiver, Quarterback shall do all things reasonably practicable to maintain the headquarters and principal office in Chicago.

4. BOARD REPRESENTATION

4.1 Following the Effective Time, the Receiver Board shall consist of 10 Directors.

4.2 Following the Effective Time, the Nominating and Governance Committee shall have the right to nominate for election to the Receiver Board:

(a) 6 out of 10 Directors; and

(b) to the extent permitted by Law, the Chairman (and, if so, such Chairman shall be regarded as one of the 6 Directors nominated by the Nominating and Governance Committee pursuant to subclause 4.2(a)) (collectively, the "Quarterback Directors");

provided, however, the Nominating and Governance Committee's right to nominate six Quarterback Directors for election to the Board shall be reduced as follows:

(i) If, at any time, Quarterback shall own less than 50.0% but more than or equal to 45.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be five;

(ii) If, at any time, Quarterback shall own less than 45.0% but more than or equal to 35.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be four;

(iii) If, at any time, Quarterback shall own less than 35.0% but more than or equal to 25.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be three;

(iv) If, at any time, Quarterback shall own less than 25.0% but more than or equal to 15.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be two;

(v) If, at any time, Quarterback shall own less than 15.0% but more than or equal to 5.0% of the then outstanding shares of Receiver Common Stock, the number of Quarterback Directors shall be one; and

(vi) If, at any time, Quarterback shall own less than 5.0% of the number of outstanding shares of Receiver Common Stock, Quarterback shall have no right to nominate any Directors to the Nominating and Governance Committee.

In the case of any reduction in Quarterback's ownership of shares of Receiver Common Stock such that the Nominating and Governance Committee's right to nominate directors for election is reduced as set forth in clauses (i)-(vi) above, within five (5) Business Days after Quarterback's ownership of shares of Receiver Common Stock falls below the applicable threshold, (A) Quarterback shall designate the appropriate number of Quarterback Directors to resign immediately and (B) the Receiver Independent Directors then serving on the Receiver Board, even if less than a quorum, shall appoint replacement directors to serve until the next annual meeting of shareholders.

4.3 Following the Effective Time, the Independent Nominating Committee shall have the right to nominate (a) 3 out of 10 Directors on the Receiver Board (the "Receiver Independent Directors"), all of which will qualify as an independent Director, and (b) the Receiver CEO as a Director on the Receiver Board. For purposes of this Agreement, an independent Director will be an individual who qualifies as independent under Nasdaq rules and regulations.

4.4 At any meeting of Receiver stockholders at which directors are to be elected, Quarterback will cause its shares of Receiver Common Stock to be present for quorum purposes and will vote or cause to be voted all shares of Receiver Common Stock beneficially owned by any member of the Quarterback Group, in favor of (a) the Receiver Independent Directors if recommended by the Independent Nominating Committee and (b) the Receiver CEO as a member of the Receiver Board.

4.5 Quarterback will not vote (and will cause not to be voted) any shares of Receiver Common Stock beneficially owned by any member of the Quarterback Group, with respect to the removal from the Receiver Board of any Director nominated for nomination or appointed to the Receiver Board by the Independent Nominating Committee and will cause all shares of Receiver Common Stock beneficially owned by any member of the Quarterback Group to be voted against such removal.

4.6 Quarterback hereby irrevocably grants to, and appoints for the term of this agreement, Lee Shapiro, William J. Davis and Brian Vandenberg, or any of them, in their respective capacities as officers of Receiver, and any individual who shall hereafter succeed to any such office with Receiver, and each of them individually, Quarterback's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of Quarterback and any member of the Quarterback Group, to vote any shares of Receiver Common Stock at any meeting of the shareholders of Receiver, or at any adjournment or postponement thereof or in any other circumstance upon which a vote, agreement, consent or other approval is sought, on the matters set forth in, and in the manner required by, subclauses 3.1, 4.4, 4.5, or 5 hereof, but in respect of no other matters. Such attorney-in-fact may evidence the taking of any action, giving of any consent or the voting of such shares of Receiver Common Stock by the execution of any documentation or instrument for such purpose in the name of Quarterback or any Quarterback Group member. Quarterback hereby affirms that the irrevocable proxy set forth in this subclause 4.6 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of Quarterback under subclauses 3.1, 4.4, 4.5 and of 5 of this Agreement. Quarterback hereby further affirms that the irrevocable proxy set forth in this subclause 4.6 is coupled with an interest and may under no circumstances be revoked except in connection with the termination of this agreement or this subclause 4.6. Quarterback ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. **SUCH IRREVOCABLE PROXY IS EXECUTED AND INTENDED TO BE IRREVOCABLE IN ACCORDANCE WITH THE PROVISIONS OF THE DELAWARE GENERAL CORPORATION LAW.**

5. WRITTEN CONSENT The provisions of subclauses 3.1, 4.4 and 4.5 shall apply, *mutatis mutandis*, in the event that any Receiver stockholder action is taken by written consent in lieu of a stockholder meeting.

6. OPERATING REQUIREMENTS

6.1

(a) As soon as practicable after the date hereof, Receiver and Quarterback agree to establish procedures to be implemented as of the Effective Time in order to ensure compliance with subclause 6.1(b).

(b) Receiver and Quarterback agree to use their commercially reasonable efforts to ensure that both the Receiver Group and the Quarterback Group continue to comply with all applicable US Regulatory Requirements and UK Regulatory Requirements from time to time (as applicable).

6.2 Receiver agrees to ensure that no member of the Receiver Group shall intentionally or knowingly do, cause or permit to be done, anything which would result in Quarterback breaching any of its obligations under the Listing Rules (UK) or the Disclosure and Transparency Rules (UK)), unless, in the reasonable opinion of Receiver, such is required by an applicable Law.

6.3 When Receiver is required to do or cause or permit to be done something in order for it to comply with all applicable Laws described in subclause 6.1(b), Receiver agrees to (a) provide Quarterback prior notice and (b) consult with Quarterback regarding the nature of the act or omission.

6.4 Other than with the prior written consent of Quarterback, Receiver shall not treat itself or any other Receiver Group entity as other than a corporation for U.S. federal income tax purposes.

6.5 Other than with the prior consent of Quarterback, Receiver shall do all things reasonably practicable to maintain its listing on Nasdaq. Other than with the prior consent of Receiver, Quarterback shall use its commercially reasonable efforts not to take any action that would result in Receiver being delisted from Nasdaq (except pursuant to a take private transaction).

6.6 Other than with the prior consent of Quarterback, Receiver agrees to use an appropriately qualified auditor which, subject to the approval of the audit committee of Receiver and Receiver stockholder ratification, shall be the same auditor that Quarterback uses.

6.7 Immediately following the Effective Time, Receiver and Quarterback will work together in good faith to co-ordinate and align their financial reporting procedures so as to ensure compliance with applicable Laws. As soon as practicable following the Effective Time, Receiver shall use commercially reasonable efforts to change its fiscal year end to May 31.

7. PROVISION OF INFORMATION

7.1 Notwithstanding any information that members of the Quarterback Group are entitled to receive by virtue of their majority shareholding in Receiver and/or their representation on the Receiver Board, Receiver shall provide, and shall procure that all members of the Receiver Group provide, Quarterback Group members with all such information which is in its possession or under its control as they reasonably require to comply with all applicable UK Regulatory Requirements from time to time. Quarterback shall provide, and shall procure that all members of the Quarterback Group provide, Receiver Group members with all such information which is in its possession or under its control as they reasonably require to comply with all applicable US Regulatory Requirements from time to time.

7.2 Subject to all applicable Laws, and so long as such disclosure does not result in reporting or disclosure obligations for Receiver under US Regulatory Requirements, a Quarterback Nominee shall be entitled to disclose to members of the Quarterback Group, Quarterback Group directors and employees and advisers to Quarterback Group, any information in his or her possession however obtained which relates to Receiver or any other member of the Receiver Group, provided that Quarterback shall ensure that each such recipient is aware, where such is the case, of the confidential nature of such information.

7.3 Quarterback and Receiver each acknowledges that the information disclosed under subclause 7.1 may be inside information in relation to the Receiver Group and/or the Quarterback Group and undertakes that it shall (and shall use all powers vested in it to procure, so far as it is legally able, that each member of its Group shall) comply with all applicable Laws in relation to the disclosure or use of such information until such information ceases to be inside information in relation to the Receiver Group and/or the Quarterback Group.

7.4 Neither Quarterback nor Receiver shall be obliged to disclose any information under this subclause 7 if and to the extent that such disclosure would be prohibited by Law.

7.5 For the purposes of this subclause 7, Receiver's obligations to disclose information to Quarterback will be satisfied when the information is received by Quarterback's General Counsel or such other executive officer of Quarterback as Quarterback may designate from time to time.

7.6 For the purpose of this subclause 7, Quarterback's obligations to disclose information to Receiver will be satisfied when the information is received by Receiver's General Counsel or such other executive officer of Receiver that Receiver may designate from time to time.

8. TRADING IN RECEIVER AND QUARTERBACK SHARES

As soon as practicable following the date hereof, both Receiver and Quarterback agree to work together in good faith to:

(a) establish internal controls for monitoring and regulating the appropriate flow of inside information between the Receiver Group and the Quarterback Group;

(b) establish agreed protocols for trading in Receiver Common Stock and Quarterback Shares; and

(c) align the respective share trading codes of the Receiver Group and the Quarterback Group to ensure consistency and prevent unlawful or otherwise inappropriate trading in Receiver Common Stock and/or Quarterback Shares by group companies, their directors, officers and their employees, or any other persons caught by applicable Laws;

such that the internal controls, protocols and codes can be implemented as of the Effective Time.

9. ANTI-DILUTION

9.1 **Future Issuances of Receiver Common Stock**

(a) If Receiver proposes to sell to any Persons (including by way of a registered public offering or otherwise) any Equity Securities (other than pursuant to Receiver Share Schemes or the Receiver ESPP) (an **Issue**), Receiver shall offer to sell to Quarterback, on the same terms and conditions (including, for the avoidance of doubt, price and time of issue) as the proposed sale to such Persons, the respective number of such Equity Securities which, if all such Equity Securities were purchased pursuant to the Issue, would result in the Quarterback Group holding that percentage of such Equity Securities as is equal to the percentage of Fully-Diluted Shares owned by the

Quarterback Group immediately prior to such sale, taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares resulting from Forfeited Shares or Repurchased Shares.

(b) If Receiver proposes to take any action (including pursuant to subclause 9.1(a)) that would result in any outstanding Equity Securities (whether or not vested) to adjust such that the holder thereof would be entitled to an increased number of Equity Securities upon conversion, exercise or otherwise, and as a result of such adjustment, the percentage of Fully-Diluted Shares owned at such time by the Quarterback Group (taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares of Receiver Common Stock resulting from Forfeited Shares or Repurchased Shares) would decrease (an "Adjustment Event"), Receiver shall, prior to, but conditional upon, taking such action, offer to sell to Quarterback such number of shares of Receiver Common Stock as is necessary to offset the maximum potential dilution to the Quarterback Group's ownership of Fully-Diluted Shares (taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares of Receiver Common Stock resulting from Forfeited Shares or Repurchased Shares), at a price equal to the closing price on Nasdaq of Receiver Common Stock on the day before Receiver's proposal to take action.

(c) Any offer to sell the Equity Securities referred to in paragraphs 9.1(a) and 9.1(b) shall be made by written notice specifying either (i) the number and type of Equity Securities proposed to be offered or sold in the Issue or (ii) the effects of any adjustments referred to in subclause 9.1(b), and the price and date for payment relating thereto, the entitlement of Quarterback and a period (being not less than ten Business Days) within which any such offer, if not accepted and the consideration for which not paid, will be deemed to be declined and such entitlement shall be of no further force and effect.

(d) For the avoidance of doubt, Quarterback shall not be obligated in any circumstances to take more than the maximum number of Equity Securities it has indicated its willingness to take. Receiver shall make such arrangements as it shall think fit concerning entitlements to fractions.

(e) This subclause 9.1 is intended to allow the Quarterback Group to elect, if it so chooses, to maintain the same ownership percentage of Fully-Diluted Shares as it held immediately prior to the Issue or the Adjustment Event, as applicable, taking into consideration (and removing from such ownership percentage of the Quarterback Group for purposes of the calculation of Equity Securities to be offered to the Quarterback Group) any increases in the Quarterback Group's ownership percentage of the Fully-Diluted Shares resulting from Forfeited Shares or Repurchased Shares. Receiver shall take all actions reasonably necessary in accordance with applicable Law to prevent any breach by Receiver of this subclause 9.1, and, if such breach occurs, upon Quarterback's request, Receiver agrees to sell newly issued shares of Receiver Common Stock to Quarterback at fair market value within five (5) Business Days after such breach.

(f) Receiver shall at all times insure that a sufficient number of authorized and unissued shares of Receiver Common Stock are available to carry out the intent of this subclause 9.1.

9.2 **Receiver Share Schemes**

(a) Receiver may not grant or issue (or commit itself to issue or grant) to participants in Receiver Share Schemes any Equity Securities (**Receiver Share Scheme Securities**) except pursuant to this clause 9.2. During the period commencing on the Closing Date and ending on May 31, 2010 (the **Determination Period**), Receiver may grant or issue (or commit to grant or issue) such Receiver Share Scheme Securities that represent, or are convertible or exchangeable into or exercisable for, a number of shares of Receiver Common Stock in the aggregate that does not exceed (W) 1.5% of the number of Fully-Diluted Shares outstanding on the last Business Day prior to the Determination Period *plus* (X) the number of Forfeited Shares for such period *plus* (Y) the number of Repurchased Shares for such period, *minus* (Z) the number of Out-of-the-Money Options at Closing that become In-the-Money Options during such period (without duplication). **Forfeited Shares** means Receiver Share Scheme Securities granted by Receiver which have been forfeited, cancelled or otherwise surrendered without issuance of shares of Receiver Common Stock. **Repurchased Shares** means any shares that Receiver may acquire for cash in the open market or that Receiver may acquire from participants in Receiver Share Schemes from the payment of an exercise price of an award or withholding taxes. **In-the-Money Option** means, as of any date, any option with an exercise price less than the closing market price of Receiver Common Stock as of such date. **Issue**, solely for purposes of this Section 9.2(a), means a new issuance of a share of Receiver Common Stock after the Closing Date, which, for the avoidance of doubt, does not include issuances in respect of Equity Securities outstanding on the Closing Date or grants pursuant to this clause 9.2.

(b) Receiver shall take all actions reasonably necessary in accordance with applicable Law to prevent any breach by Receiver of this subclause 9.2, and, if such breach occurs, upon Quarterback's request, Receiver agrees, subject to applicable Law, to take such actions as are necessary to restore the Quarterback Group's ownership to the ownership level prior to such breach.

(c) In addition, Receiver shall acquire for cash in the open market, except to the extent prohibited by Law, any shares of Receiver Common Stock to be issued by Receiver under any Receiver ESPP, prior to or promptly following the issuance thereof (including with respect to any offering period under a Receiver ESPP that has not ended as of the Effective Time).

9.3 **Waiver**

Any of the restrictions or other provisions of this clause 9 may be waived by Quarterback in writing.

10. ANNOUNCEMENTS

10.1 Neither party may make a Relevant Public Announcement unless:

(a) the other party has:

(i) been consulted about the subject matter of the announcement; and

(ii) the other party has approved the form of the announcement; or

(b) subject to subclause 10.2, (i) in the reasonable opinion of the Quarterback Board, the UK Regulatory Requirements, or (ii) in the reasonable opinion of the Disclosure Committee of Receiver, the U.S. Regulatory Requirements, require an announcement to be made; or

(c) the subject matter thereof (x) falls within a category of announcements that the parties may agree from time to time does not require prior mutual consultation of approval and (y) does not contain inside information.

10.2 If a party is required to make a disclosure of the nature described in subclause 10.1(b), if possible, and subject to complying with all applicable Laws, duties and regulatory requirements, that party may only do so after it has given the other party prior notice of at least one Business Day and reasonably consulted with the other party about the form and content of the announcement or disclosure.

11. CONFIDENTIALITY

11.1 Each party shall hold and not disclose, and will cause its employees, officers, directors and other representatives (**Representatives**) to hold and not disclose, all material non-public information and any other information of a secret or confidential nature received by it from the other party (the **Confidential Information**).

11.2 Nothing in this clause prevents any announcement being made or any Confidential Information being disclosed:

(a) with the prior written approval of the other party, which in the case of any announcement shall not be unreasonably withheld or delayed; or

(b) to the extent required by Law or by the FSA, the UKLA, the LSE, the UK Takeover Panel, the Nasdaq, FINRA, the SEC (or their replacement bodies) or any rule or regulation promulgated thereby or thereunder.

11.3 Nothing in this clause prevents disclosure of Confidential Information:

(a) that was or becomes generally available to the public other than as a result of a disclosure by the receiving party or its Representatives;

(b) that was or becomes available to the receiving party on a non-confidential basis from a source other than the providing party or its Representatives, provided that such source was not known by the receiving party to be bound by any agreement with the providing party to keep such information confidential;

(c) that has already been or is hereafter independently acquired or developed by the receiving party or its Representatives without violating any confidentiality agreement or other similar obligation;

(d) by Receiver to any member of the Receiver Group; or

(e) by Quarterback to any member of the Quarterback Group.

12. WAIVER AND AMENDMENT

12.1 No waiver of any term, provision or condition of this agreement shall be effective unless such waiver is evidenced in writing and signed by the waiving party and, with respect to a waiver by Receiver after the Effective Time, approved by the audit committee of the Receiver Board.

12.2 No omission or delay on the part of either Receiver or Quarterback in exercising any right, power of privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights or remedies provided in this agreement are cumulative with and not exclusive of any rights or remedies provided by Law.

12.3 No amendment to this agreement shall be effective unless made in writing and signed by both Receiver and Quarterback and, in the case of Receiver after the Effective Time, approved by the audit committee of the Receiver Board.

13. STANDSTILL

13.1 Quarterback will not, and will cause each member of the Quarterback Group not to, directly or indirectly, acquire, by purchase, gift, business combination or otherwise, any Voting Securities such that, after giving effect to such transaction, the Quarterback Group (taken as a whole) beneficially own Voting Securities representing more than 60% of the Fully-Diluted Shares unless such transaction was approved by the audit committee of Receiver Board prior to the consummation of such transaction.

13.2 If any member of the Quarterback Group acquires any Voting Securities in violation of this Agreement, such member of the Quarterback Group shall, as soon as it becomes aware of such violation, give immediate notice to Receiver and such Voting Securities shall, to the extent permitted by Law, immediately be disposed of to Persons who are not Affiliates of the breaching party; *provided* that if Quarterback fails to comply with this Section 13.2 within 10 Business Days following receipt of such notice, Receiver may also pursue any other available remedy to which it may be entitled as a result of such violation.

13.3 Quarterback will not, and will cause each member of the Quarterback Group not to:

(a) form, join or encourage the formation of any "group" (within the meaning of Section l3(d)(3) of the 1934 Act) with respect to any Voting Securities; or

(b) deposit any Voting Securities into a voting trust or subject any such Voting Securities to any arrangement or agreement with respect to the voting thereof

which would, in either case, result in any Person or group having beneficial ownership of Voting Securities representing more than 50% of the outstanding shares of Receiver Common Stock.

13.4 The failure of Quarterback to comply with the provisions in this clause 13 shall not affect the validity and continued effectiveness of the other provisions of this agreement.

14. TERMINATION

Except as set forth in subclauses 2.2 and 2.3, this agreement shall only be terminated with the prior written consent of Receiver and Quarterback, which consent, in the case of Receiver after the Effective Time, shall be approved by the audit committee of the Receiver Board.

15. GENERAL

15.1 Subject to subclause 15.5, neither this agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by any of the parties hereto without the prior written consent of the other parties hereto, which consent, in the case of Receiver after the Effective Time, shall be approved by the audit committee of the Receiver Board. Subject to the preceding sentence, this agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. For the avoidance of doubt, this agreement shall be unaffected by a change of control in Quarterback.

15.2 This agreement and the documents referred to in it contain the whole agreement between the parties relating to the arrangements contemplated by it and supersede all previous agreements between the parties relating to these arrangements.

15.3 This agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart.

15.4 If any provision (or part thereof) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable but would be valid or enforceable if some part(s) of the relevant provision were deleted, the provision (or part thereof) in question shall be deemed to be modified to effect such deletions and shall remain in full force and effect as so modified.

15.5 Quarterback shall not, and shall not permit any member of the Quarterback Group to, Transfer a majority of the Voting Securities to any Person or "group" (a **Transferee**), in any transaction or series of related transactions, unless such Transferee agrees in writing to (i) assume all of the Quarterback Group's obligations hereunder, *mutatis mutandis* (unless the Transferee is offering to acquire, through tender offer, merger or otherwise, 100% of the share capital of Receiver), and (ii) cooperate with Receiver and take whatever actions are reasonably necessary to ensure that the provisions of the Constituent Documents that apply specifically to the Quarterback Group are amended to apply instead to the Transferee and its Affiliates (other than Receiver and its Affiliates), and, in connection therewith, Quarterback may assign its rights and transfer its obligations hereunder to a Transferee.

15.6 Voting Securities held by any member of the Quarterback Group shall bear the following legend: "The securities represented by this certificate were originally issued on [___], 2008, and have not been registered under the Securities Act of 1933, as amended."

15.7 For so long as the Quarterback Group owns at least 10% of the Voting Securities, as soon as reasonably practicable following Quarterback's request, Receiver shall negotiate in good faith with Quarterback to provide Quarterback with customary registration rights.

16. NOTICES

16.1 Except as otherwise agreed between the parties, a notice, approval, consent or other communication in connection with this agreement:

(a) must be in writing in the English language;

(b) must be left at the address of the addressee or sent by pre-paid express or overnight post (airmail if posted to or from a place outside the United States) to the address of the addressee or sent by e-mail or facsimile to the e-mail address or facsimile number of the addressee which is specified in this subclause or if the addressee notifies another address, e-mail address or facsimile number in the United States then to that address, e-mail address or facsimile number.

The address, e-mail address and facsimile number of each party at the date of this agreement are:

Receiver

Address:	222 Merchandise Mart Plaza Suite 2024 Chicago, IL 60654 United States of America
E-mail Address:	brian.vandenberg@allscripts.com
Facsimile:	312-506-1208
Attention:	Brian Vandenberg, General Counsel

With a copy (which shall not constitute notice) to Sidley Austin LLP:

Address:	One South Dearborn Street, Chicago, IL 60603 United States of America
E-mail Address:	flowinger@sidley.com; ggerstman@sidley.com
Facsimile:	+1 312 853-7036
Attention:	Frederick C. Lowinger; Gary D. Gerstman

Quarterback

Address:	125 Kensington High Street London W8 5SF United Kingdom
E-mail Address:	dan.fitz@misys.com; andrea.gray@misys.com
Facsimile:	+44 20 7368 2400
Attention:	EVP Group General Counsel & Company Secretary

With a copy (which shall not constitute notice) to Debevoise & Plimpton LLP:

Address:	919 Third Avenue New York, NY 10022 United States of America
E-mail Address:	albab@debevoise.com
Facsimile:	+1 212 909-6836
Attention:	Andrew L. Bab, Esq.

16.2 A notice, approval, consent or other communication shall take effect from the time it is received (or, if earlier, the time it is deemed to be received in accordance with subclause 16.3 below) unless a later time is specified in it.

16.3 A notice, approval, consent or other communication is deemed to be received:

(a) in the case of a posted letter, unless actually received earlier, on the third (seventh, if posted to or from a place outside the United States) day after posting;

(b) in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and

(c) in the case of an e-mail, one day after the e-mail has been properly sent.

17. GOVERNING LAW AND JURISDICTION

This agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

18. ENFORCEMENT

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions or other appropriate equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief. In addition, each of the parties hereto (a) submits to the personal jurisdiction of the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware) in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction, in which case, in any state or federal court located in Delaware), and (d) irrevocably waives any and all right to trial by jury with respect to any action related to or arising out of this Agreement or the transactions contemplated hereby.

Notwithstanding any other provision of this Agreement or any agreement contemplated hereby to the contrary, in the event that, after the Effective Time (a) there is any action, suit, proceeding, litigation or arbitration between Receiver and Quarterback, or (b) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Agreement or any agreement contemplated hereby) by Receiver against Quarterback, or by Quarterback against Receiver, all determinations of Receiver after the Effective Time relating to such action, suit, proceeding, litigation, arbitration, claim, demand (including all determinations by Receiver whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by Receiver relating to the prosecution or defense thereof), shall be made by Receiver and shall be approved by the audit committee of the Receiver Board.

IN WITNESS of which this agreement has been executed and has been delivered on the date stated at the beginning of this agreement.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Glen E. Tullman
Name: Glen E. Tullman
Title: Chief Executive Officer

MISYS PLC

By: /s/ J. Michael Lawrie
Name: J. Michael Lawrie
Title: Chief Executive Officer

EXHIBIT 99.6

FIRST AMENDMENT TO RELATIONSHIP AGREEMENT

This First Amendment to Relationship Agreement (this " Amendment") dated as of August 14, 2008 is by and between Allscripts Healthcare Solutions, Inc., a Delaware corporation ("Allscripts"), and Misys plc, a public limited company incorporated under the laws of England and Wales (" Misys").

RECITALS

WHEREAS, Allscripts and Misys entered into that certain Relationship Agreement (the " Relationship Agreement") dated as of March 17, 2008, providing for, among other things, the regulation of the relationship between them after the Merger (as defined in the Relationship Agreement); and

WHEREAS, Allscripts and Misys desire to amend the Relationship Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and of the mutual covenants and agreements set forth herein and in the Relationship Agreement, the parties intending to be legally bound hereby agree as follows:

AGREEMENT

1. **Definitions**. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Relationship Agreement.

2. **Section 9.2(a) (Receiver Share Schemes)**.

   (a) The phrase "after the close of business" is hereby inserted between the words "commencing" and "on" where they appear on the third line of Section 9.2(a) of the Relationship Agreement.

   (b) Clause (W) of the second sentence of Section 9.2(a) of the Relationship Agreement is hereby deleted in its entirety and replaced with the following:

   "(W) 1.8% of the number of Fully-Diluted Shares outstanding at the close of business on the Closing Date *plus*"

3. **Effect on the Relationship Agreement**. (a) On and after the date hereof, each reference in the Relationship Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Relationship Agreement as amended hereby.

(b) Except as specifically amended by this Amendment, the Relationship Agreement shall remain in full force and effect and the Relationship Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects. Upon the execution and delivery hereof, the Relationship Agreement shall thereupon be deemed to be amended as hereinabove set forth as fully and with the same effect as if the amendment made hereby was originally set forth in the Relationship Agreement, and this Amendment and the Relationship Agreement shall henceforth be read, taken and construed as one and the same instrument, but such amendments and supplements shall not operate so as to render invalid or improper any action heretofore taken under the Relationship Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to Relationship Agreement be executed by its duly authorized officer as of the day and year first above written.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Glen E. Tullman
Name: Glen E. Tullman
Title: Chief Executive Officer

MISYS PLC

By: /s/ J. Michael Lawrie
Name: J. Michael Lawrie
Title: Chief Executive Officer

[Signature Page to First Amendment to Relationship Agreement]