UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): March 20, 2016

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	001-35547	36-4392754
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

Contribution Agreement

On March 20, 2016, Allscripts Healthcare Solutions, Inc., a Delaware corporation ("***Allscripts***"), entered into a Contribution and Investment Agreement (the "***Contribution Agreement***") with GI Netsmart Holdings LLC, a Delaware limited liability company ("***GI***"), Andrews Henderson LLC, a Delaware limited liability company ("***Henderson***"), and Nathan Holding LLC, a Delaware limited liability company (the "***JV***").

On March 17, 2016, Allscripts formed the following entities as wholly-owned subsidiaries: (i) Henderson, to which Allscripts contributed its Homecare business, (ii) the JV, to which Allscripts contributed the equity of Henderson, and (iii) Nathan Intermediate LLC, a newly formed Delaware limited liability company and a wholly-owned subsidiary of the JV ("***Parent***"), to which the JV subsequently contributed the equity of Henderson, resulting in Henderson being a wholly-owned subsidiary of Parent (collectively, the "***Homecare Contribution***"). In exchange for the Homecare Contribution, the JV issued all of the outstanding membership interests in the JV (the "***Initial JV Membership Interest***") to Allscripts Healthcare, LLC, a North Carolina limited liability company and a wholly-owned subsidiary of Allscripts.

Pursuant to, and subject to the terms and conditions of, the Contribution Agreement,

- the JV will sell to GI, and GI will purchase from the JV, Class A Preferred Units in the JV in exchange for cash (the "***GI Investment***"), at which time the JV will cease to be a wholly-owned subsidiary of Allscripts; and
- concurrently with the GI Investment, the JV will sell to Allscripts (or its designated affiliate), and Allscripts (or its designated affiliate) will purchase from the JV, Class A Common Units in the JV in exchange for the Initial JV Membership Interest and cash (the "***Allscripts Investment***").

The Contribution Agreement includes customary representations, warranties and covenants by the parties, including representations and warranties by Allscripts regarding the Homecare business. The GI Investment and the Allscripts Investment are subject to the conditions set forth in equity commitment letters delivered by Allscripts and by GI Partners Fund IV L.P., a Delaware limited partnership, and GI Partners Fund IV-B L.P., a Delaware limited partnership (collectively, the "***GI Funds***"), which include the conditions to the consummation of the transactions contemplated by the Merger Agreement (as defined below) having been met (see below under "Netsmart Merger Agreement" for a description of such conditions).

Each party has agreed to indemnify the other for breaches of representations, warranties and covenants and for certain other matters, subject to certain exceptions and limitations.

The Contribution Agreement will terminate if the Merger Agreement is terminated in accordance with its terms.

The Contribution Agreement also contemplates that Allscripts will provide certain transition services to Henderson pursuant to a transition services agreement and that Allscripts will license certain intellectual property to Henderson pursuant to a license agreement.

The foregoing summary of the Contribution Agreement and the transactions contemplated thereby does not purport to be a complete description and is qualified in its entirety by reference to the terms and conditions of the Contribution Agreement, a copy of which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

The Contribution Agreement has been included in this report to provide investors with information regarding its terms. The representations and warranties set forth in the Contribution Agreement have been made solely for the benefit of the other parties to the Contribution Agreement. In addition, such representations and warranties (i) have been made only for the purpose of the Contribution Agreement, (ii) have been qualified by the disclosures made to the other party in connection with the Contribution Agreement, (iii) are subject to materiality qualifications contained in the Contribution Agreement that may differ from what may be viewed as material by investors and (iv) have been included in the Contribution Agreement for the purpose of allocating risk between the contracting parties rather than establishing matters as facts. Based upon the foregoing reasons, investors should not rely on the representations and warranties as statements of factual information.

Netsmart Merger Agreement

Concurrently with the execution of the Contribution Agreement, on March 20, 2016, Parent, Nathan Merger Co., a Delaware corporation and a wholly-owned subsidiary of Parent ("***Merger Sub***"), Netsmart, Inc., Delaware corporation ("***Netsmart***"), and Genstar Capital Partners V, L.P., as the Equityholders' Representative (as defined in the Merger Agreement), entered into an Agreement and Plan of Merger (the "***Merger Agreement***"). Pursuant to, and subject to the terms and conditions of, the Merger Agreement, Merger Sub will merge with and into Netsmart, with Netsmart surviving as a wholly-owned subsidiary of Parent (the "***Merger***").

At the effective time of the Merger, each share of Netsmart common stock issued and outstanding immediately prior to the effective time (other than (i) shares held in treasury of Netsmart and shares owned by Parent, Merger Sub or any other wholly-owned subsidiary of Parent and (ii) shares owned by stockholders who have properly demanded appraisal of such shares under Delaware law) will be converted into the right to receive a pro rata share of $950 million, subject to working capital, net debt and other adjustments (the "***Purchase Price***"). Each vested outstanding option to acquire shares of Netsmart common stock is entitled to receive a pro rata share of the Purchase Price, less applicable exercise prices of the options. Certain holders of shares of Netsmart common stock have agreed to exchange a portion of such shares for equity interests in the JV, in lieu of receiving their pro rata share of the Purchase Price, and certain holders of options to purchase Netsmart common stock have agreed to invest a portion of such holder's proceeds from the Merger in equity interests in the JV (collectively, the "***Rollover***").

Consummation of the Merger is subject to customary conditions, including (i) the approval of the holders of a majority of the outstanding shares of Netsmart common stock entitled to vote on the Merger, (ii) the expiration or termination of the waiting period applicable to consummation of the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1975, as amended, (iii) the absence of any law, order or injunction prohibiting the closing of the Merger and (iv) the accuracy of the other party's representations, warranties, covenants and agreements (subject to customary materiality qualifiers). Concurrently with the execution of the Merger Agreement, Parent entered into a support agreement (the "***Support Agreement***") with Genstar Capital Partners IV L.P., Genstar Capital Partners V, L.P., Stargen IV, L.P., Stargen V, L.P. and NS Investor LLC, in their respective capacities as stockholders of Netsmart. Under the Support Agreement, the stockholders party thereto agreed to (i) vote the shares of Netsmart common stock they own in favor of the Merger and the adoption and approval of the Merger Agreement and (ii) vote against any extraordinary corporate transaction which is intended, or would reasonably be expected to, impede, interfere with or delay the Merger. The parties to the Support Agreement hold a majority of the outstanding shares of Netsmart common stock entitled to vote on the Merger. On March 21, 2016, the parties to the Support Agreement delivered their written consent voting in favor of the Merger and the adoption and approval of the Merger Agreement.

The Merger Agreement may be terminated by each of Netsmart and Parent under certain circumstances, including if the Merger is not consummated by July 18, 2016. The Merger Agreement also contains certain termination rights for both Netsmart and Parent, and further provides that, upon termination of the Merger Agreement under specified circumstances, Parent will be required to pay Netsmart a reverse termination fee of $71.25 million. Allscripts and the GI Funds each delivered limited guarantees in favor of Netsmart guaranteeing the payment, on a 51/49 proportionate basis, of various amounts payable by Parent to Netsmart in connection with certain terminations of the Merger Agreement, including the reverse termination fee, if payable. Allscripts and the GI Funds have agreed to allocate among themselves responsibility for any amounts that may be paid or payable under the Merger Agreement and their respective limited guarantees in the event that the Merger Agreement is terminated.

Parent, Merger Sub and Netsmart made customary representations and warranties in the Merger Agreement. Parent and Netsmart also agreed to certain covenants in the Merger Agreement, including covenants requiring Netsmart to operate its business in the ordinary course prior to the effective time of the Merger and prohibiting Netsmart from soliciting or entering into discussions or negotiations regarding proposals relating to alternative business combination transactions.

There is no financing condition to the consummation of the Merger. Pursuant to the Merger Agreement, Netsmart has agreed to cooperate with Parent in its efforts to obtain debt financing in connection with the Merger. In connection therewith, Parent entered into a commitment letter dated as of March 20, 2016 (the "***Commitment Letter***") with UBS AG, Stamford Branch, and UBS Securities LLC (the "***Lenders***"). Pursuant to their debt commitments, the Lenders have committed to provide up to $612 million in debt financing, all on the terms and subject to the conditions set forth in the Commitment Letter. UBS AG, Stamford Branch, and UBS Securities LLC will act as lead arrangers for the debt financing. The debt financing contemplated by the Commitment Letter will be non-recourse to Allscripts and its wholly-owned subsidiaries.

In connection with the execution of the Merger Agreement, Allscripts and GI entered into a letter agreement which requires Parent to obtain consent from GI prior to taking certain actions under the Merger Agreement or the debt or equity commitment letters related thereto until the closing of the Merger or earlier termination of the Merger Agreement.

The foregoing summary of the Merger Agreement and the transactions contemplated thereby does not purport to be a complete description and is qualified in its entirety by reference to the terms and conditions of the Merger Agreement, a copy of which is attached hereto as Exhibit 2.2 and incorporated herein by reference.

The Merger Agreement has been included in this report to provide investors with information regarding its terms. The representations and warranties set forth in the Merger Agreement have been made solely for the benefit of the other parties to the Merger Agreement. In addition, such representations and warranties (i) have been made only for the purpose of the Merger Agreement, (ii) have been qualified by the disclosures made to the other party in connection with the Merger Agreement, (iii) are subject to materiality qualifications contained in the Merger Agreement that may differ from what may be viewed as material by investors and (iv) have been included in the Merger Agreement for the purpose of allocating risk between the contracting parties rather than establishing matters as facts. Based upon the foregoing reasons, investors should not rely on the representations and warranties as statements of factual information.

JV Agreement

The Contribution Agreement requires that, at the closing of the transactions contemplated by the Contribution Agreement, the JV, Allscripts or its affiliates who will be members of the JV (together with

any permitted transferees, the "***Allscripts Members***") and the GI Funds or their affiliates who will be members of the JV (together with any permitted transferees, the "***GI Members***") enter into an Amended and Restated Limited Liability Company Agreement of the JV (the "***Operating Agreement***"). The Operating Agreement governs the rights and obligations of the Allscripts Members and GI Members in their roles as members of the JV. It is anticipated that, at the closing of the transactions contemplated by the Contribution Agreement and the Merger Agreement, the Allscripts Members, collectively, will own approximately 51% of the outstanding equity interests in the JV and the GI Members, collectively, will own approximately 49% of the outstanding equity interests in the JV, in each case on an as-converted basis but without giving effect to the Rollover, which will result in a dilution of the Allscripts Members' and the GI Members' respective ownership percentages. Additionally, there will be a management option pool that if fully earned could result in dilution of up to 14% of the Allscripts Members', the GI Members' and the Rollover equityholders' respective ownership percentages. The Class A Preferred Units are initially convertible into Class A Common Units on a one-for-one basis.

The Operating Agreement provides that the JV will initially be governed by a Board of Managers (the "***JV Board***") comprised of up to three individuals appointed by the Allscripts Members (in any event, the Allscripts Members' appointee(s) will collectively have three votes), up to three individuals appointed by the GI Members (in any event, the GI Members' appointee (s) will collectively have three votes) and one member who would be the Chief Executive Officer of the JV (who will have one vote). Additionally, the JV Board will have three non-voting members who will be jointly designated by the Allscripts Members and the GI Members. Any action to be taken by the JV Board must be taken by members holding a majority of votes. The JV Board would manage the business and affairs of the JV, subject to the Allscripts Members' right to approve the JV's annual operating budget. Further, certain significant actions to be taken by the JV would require the consent of both the Allscripts Members and the GI Members, so long as they each maintain a minimum threshold ownership in the JV. These significant actions would include, but are not limited to, (i) issuing additional equity or debt securities other than as specifically addressed in the Operating Agreement; (ii) repurchasing, redeeming or paying dividends on the equity, except as specifically addressed in the Operating Agreement; (iii) selling the JV before the fifth anniversary, unless both the Allscripts Members and the GI Members receive a minimum return on their investment; (iv) an initial public offering, unless both the Allscripts Members and the GI Members receive a minimum return on their investment; (v) liquidating, dissolving or winding-up the JV or commencing a bankruptcy action; and (vi) entering into certain affiliate transactions.

The Operating Agreement provides that the Class A Preferred Units in the JV to be received by the GI Members in exchange for the GI Investment entitle them, in certain liquidation events (including a sale of the JV), to the greater of (i) a return of the original issue price plus an 11% preferred return (compounded annually) or (ii) the as-converted value of Class A Common Units, and to cause the JV to redeem the GI Members' equity upon the earlier of the fifth anniversary or a change in control of Allscripts.

Pursuant to the Operating Agreement, during the first two years of the JV, neither the Allscripts Members nor the GI Members are permitted to transfer their equity to a third party without the other party's consent. The Operating Agreement also contains transfer restrictions, right of first offer provisions, preemptive rights, provisions governing rights with respect to initial public offerings, as well as tag-along and drag-along provisions.

Under the Operating Agreement, Allscripts and the JV would agree to certain non-competition obligations to prevent Allscripts from engaging in the JV's core line of business and the JV from engaging in Allscripts' core line of business, subject to specified exceptions and limitations. In addition, the JV, Allscripts and the GI Members would agree to not make certain investments or acquisitions of competitive businesses, subject to specified exceptions and limitations.

Item 7.01 Regulation FD Disclosure.

On March 23, 2016, Allscripts issued a press release announcing the transactions described above under Item 1.01 of this Current Report on Form 8-K. A copy of Allscripts' press release is attached hereto as Exhibit 99.1.

The information furnished pursuant to this Item shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

The disclosure under the heading "JV Agreement" in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) ***Exhibits:***

Exhibit No.	Description
2.1	Contribution and Investment Agreement, dated as of March 20, 2016, by and among Allscripts Healthcare Solutions, Inc., Nathan Holding LLC, Andrews Henderson LLC and GI Nathan Holdings LLC.
2.2	Agreement and Plan of Merger, dated as of March 20, 2016, by and among Nathan Intermediate LLC, Nathan Merger Co., Netsmart, Inc. and Genstar Capital Partners V, L.P..
99.1	Press Release issued by Allscripts Healthcare Solutions, Inc. on March 23, 2016.

SIGNATURE

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

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

Date: March 23, 2016

By: /s/ Brian P. Farley
Brian P. Farley
Senior Vice President and General Counsel

EXHIBIT INDEX

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Exhibit 2.1

EXECUTION VERSION

CONTRIBUTION AND INVESTMENT AGREEMENT

BY AND AMONG

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,

GI NETSMART HOLDINGS LLC,

NATHAN HOLDING LLC

AND

ANDREWS HENDERSON LLC

Dated as of March 20, 2016

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CONTRIBUTION AND INVESTMENT AGREEMENT

CONTRIBUTION AND INVESTMENT AGREEMENT, dated as of March 20, 2016 (this "Agreement"), by and among Allscripts Healthcare Solutions, Inc., a Delaware corporation ("Andrews"), Nathan Holding LLC, a Delaware limited liability company (the "JV Entity"), GI Netsmart Holdings LLC, a Delaware limited liability company ("Partner"), and Andrews Henderson LLC, a Delaware limited liability company (the "Company").

RECITALS

WHEREAS, subject to the terms and conditions of that certain Contribution, Assignment and Assumption Agreement, dated as of March 17, 2016 (the "Contribution Date"), by and among Andrews, Allscripts Healthcare, LLC, a North Carolina limited liability company ("Andrews LLC"), and the Company (the "Andrews Asset Assignment Agreement"), effective as of the Contribution Date, (x) Andrews caused the entire interest of Andrews and Andrews LLC in the Transferred Assets to be transferred to the Company, which, as of the Contribution Date, was a wholly owned subsidiary of Andrews LLC, and (y) the Company assumed the Assumed Liabilities, in each case as provided in the Andrews Asset Assignment Agreement (the "Andrews Asset Assignment Transaction");

WHEREAS, on the Contribution Date, (x) Andrews LLC contributed to the JV Entity all of the issued and outstanding equity interests in the Company (such contribution, the "Equity Contribution," and the equity interests in the Company so contributed, the "Company Equity Interests"), and (y) the JV Entity contributed the Company Equity Interests to its wholly owned, direct subsidiary, Nathan Intermediate LLC, a Delaware limited liability company ("Nathan Intermediate") (such assignments, the "Andrews Equity Assignment Transactions"), pursuant to a Contribution Agreement entered into by and among Andrews LLC, the JV Entity and Nathan Intermediate as of the Contribution Date (the "Andrews Equity Assignment Agreement");

WHEREAS, in exchange for the Equity Contribution, Andrews LLC was issued all of the outstanding membership interests in the JV Entity (the "Initial JV Membership Interest");

WHEREAS, subject to the terms and conditions set forth herein, the parties hereto propose that, at the Closing, the JV Entity issue and sell to Andrews (or a designated Affiliate), and Andrews (or a designated Affiliate) purchase from the JV Entity, the Andrews Units in exchange for (a) the Initial JV Membership Interest and (b) an aggregate purchase price equal to the Andrews Investment Amount (the "Andrews Investment");

WHEREAS, subject to the terms and conditions set forth herein, the parties hereto propose that, at the Closing, the JV Entity issue and sell to Partner, and Partner purchase from the JV Entity, the Preferred Units for an aggregate purchase price of the Partner Investment Amount (the "Partner Investment");

WHEREAS, simultaneously with the execution of this Agreement, Nathan Intermediate and the other parties thereto have entered into the Nathan Merger Agreement pursuant to which, subject to the terms and conditions set forth therein, Nathan Merger Co., a Delaware corporation and wholly owned, direct subsidiary of Nathan Intermediate ("Nathan

Merger Co."), will be merged with and into Nathan, with Nathan as the surviving corporation and a wholly owned, direct subsidiary of Nathan Intermediate immediately following the effective time of the Merger (the "Nathan Transaction");

WHEREAS, concurrently with the execution and delivery of this Agreement, each of (x) Andrews and (y) GI Partners Fund IV L.P., a Delaware limited partnership, and GI Partners Fund IV-B L.P., a Delaware limited partnership (collectively, the "Partner Owners"), is entering into a limited guarantee with Nathan in the forms attached hereto as Exhibits A and B, respectively; and

WHEREAS, concurrently with the execution and delivery of this Agreement, each of Andrews and the Partner Owners, is entering into an equity commitment letter with Nathan Intermediate in the form attached hereto as Exhibits C and D, respectively (the "Andrews ECL" and the "Partner Owner ECL," respectively, and collectively, the "Equity Commitment Letters").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by the parties hereto as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1.

"**Accounting Firm**" has the meaning specified in Section 2.5(c)(iv).

"**Acquired Company**" or "**Acquired Companies**" has the meaning specified in the Nathan Merger Agreement.

"**Action**" means any audit, litigation (whether an action in law or equity), suit or judicial proceeding, arbitral action, mediation, governmental inquiry or criminal prosecution.

"**Additional Pre-Closing Assets**" has the meaning specified in Section 2.1(a).

"**Adjusted Andrews Investment Amount**" has the meaning specified in Section 2.5(d).

"**Affiliate**" means, with respect to any Person, any other Person which, at the time of determination, directly or indirectly controls, is controlled by or is under common control with such Person.

"**After-Tax Basis**" means that, in determining the amount of the payment necessary to indemnify any party against, or reimburse any party for, Losses, the amount of such Losses shall be determined net of any Tax benefit derived by the Indemnified Party (or any Affiliate thereof) in or before the third full taxable year following the year in which the Loss is sustained or paid as the result of sustaining or paying such Losses (including as the result of facts or circumstances due to which the Indemnified Party sustained or paid such Losses); provided, however, that if any payment is due under this Agreement with respect to any Loss or Expense prior to such Tax benefit being derived, such Tax benefit shall not be taken into account to reduce such Loss or Expense and the Indemnified Party shall make a payment to the Indemnitor with respect to such Tax benefit only to the extent that such Tax benefit is subsequently derived. Such Tax benefits shall be deemed derived by the Indemnified Party or any Affiliate thereof to

the extent the Tax liability of such Indemnified Party or such Affiliate thereof for such taxable year without taking such Loss into account is greater than the Tax liability of such Indemnified Party or such Affiliate for such taxable year taking such Loss into account.

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

"**Agreement Regarding Consent Rights**" means that certain Agreement Regarding Consent Rights entered into by and between Andrews, Andrews LLC and Partner as of the date hereof.

"**Aggregate Balance**" has the meaning specified in Section 9.3(g).

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

"**Andrews Adjustment Amount**" means an amount equal to 51% of the Nathan Adjustment Amount.

"**Andrews Ancillary Agreements**" means the Andrews Asset Assignment Agreement, the Andrews Equity Assignment Agreement, the JV Entity LLC Agreement, the Transition Services Agreement, the License Agreement, the Reimbursement Agreement and all other agreements, instruments and documents being or to be executed and delivered by Andrews under this Agreement or in connection herewith.

"**Andrews Asset Assignment Agreement**" has the meaning specified in the recitals to this Agreement.

"**Andrews Asset Assignment Transaction**" has the meaning specified in the recitals to this Agreement.

"**Andrews Base Investment Amount**" means (x) the Andrews Estimated Contribution, plus, if the Andrews Adjustment Amount is positive, or minus, if the Andrews Adjustment Amount is negative, (y) the absolute value of the Andrews Adjustment Amount.

"**Andrews Credit Facility**" means, collectively, (a) the Amended and Restated Credit Agreement, dated as of September 30, 2015, among Andrews, Andrews LLC, the several banks and other financial institutions or entities from time to time parties to thereto, Fifth Third Bank, KeyBank National Association and SunTrust Bank, as syndication agents, and JPMorgan Chase Bank, N.A., as administrative agent, and (b) the Guarantee and Collateral Agreement, dated as of June 28, 2013, by Andrews, Andrews LLC and each subsidiary guarantor of Andrews thereunder in favor of the administrative agent, as amended, supplemented, restated or otherwise modified from time to time.

"**Andrews DC Plans**" has the meaning specified in Section 9.3(b).

"**Andrews ECL**" has the meaning specified in the recitals to this Agreement.

"**Andrews Equity Assignment Agreement**" has the meaning specified in the recitals to this Agreement.

"**Andrews Equity Assignment Transactions**" has the meaning specified in the recitals to this Agreement.

"**Andrews Estimated Contribution**" means $52,657,860.

"**Andrews FSA**" has the meaning specified in Section 9.3(g).

"**Andrews Fundamental Representations and Warranties**" means the representations and warranties of Andrews contained in Section 5.2 (Power and Authority), Section 5.3 (Capital Structure), Section 5.4(a) (Authority of the Company and the Andrews Parties; Conflicts), Section 5.7 (Taxes), and Section 5.22 (No Brokers).

"**Andrews Group Member**" means (a) Andrews and its Affiliates (other than the JV Entity and its subsidiaries), (b) directors, officers and employees of Andrews and its Affiliates (other than the JV Entity and its subsidiaries) and (c) the successors and assigns of the foregoing.

"**Andrews Information**" has the meaning specified in Section 14.2.

"**Andrews Investment**" has the meaning specified in the recitals to this Agreement.

"**Andrews Investment Amount**" has the meaning specified in Section 2.4.

"**Andrews LLC**" means Allscripts Healthcare, LLC, a North Carolina limited liability company.

"**Andrews Parties**" means Andrews and Andrews LLC, collectively.

"**Andrews Stock-Based Awards**" has the meaning specified in Section 9.4(a).

"**Andrews Units**" means a number of Common Units equal to (x) 352,657,860, plus, if the Andrews Adjustment Amount is positive, or minus, if the Andrews Adjustment Amount is negative, (y) the absolute value of the Andrews Adjustment Amount, divided by $1.00.

"**Assigned Components**" has the meaning specified in Section 2.1(a)(iv).

"**Assigned Intellectual Property**" means all Intellectual Property included in the Transferred Assets.

"**Assumed Liabilities**" has the meaning specified in Section 2.3(a).

"**Andrews Manager**" has the meaning set forth in the JV Entity LLC Agreement.

"**Balance Sheet**" means the balance sheet of the Business set forth in Section 5.5 of the Disclosure Schedule.

"**Books and Records**" has the meaning specified in Section 2.1(a)(vi).

"**Business**" means the business of designing, developing, marketing, distributing, licensing (including as a software as a service (SaaS), selling, or otherwise publicly disposing of, and installing Business Software, related hardware and related services, in each instance, that are marketed, distributed, provided, licensed, sold or otherwise publicly disposed of to third parties directly or indirectly by or on behalf of Andrews or its Affiliates as of the date of this Agreement. For the avoidance of doubt, the "Business" does not include (a) the sale or resale of solutions that provide patient monitoring to the home (including the connection of personal or other devices located in the home) or (b) any other activities or assets of the other businesses of the Andrews Group Members, including any of the following solutions or services offered by the Andrews Group Members: (i) Allscripts Referral Management, dbMotion, FollowMyHealth or any other population health management solution offered by the Andrews Group Members, other than Allscripts Homecare, (ii) ambulatory solutions (including Allscripts Payerpath), (iii) acute care solutions, (iv) payer and life sciences solutions, or (v) managed IT services, hosting solutions, professional services or revenue cycle management services.

"**Business Agreements**" has the meaning specified in Section 5.16.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Requirements of Law to be closed in New York, New York.

"**Business Employee**" means any employee of Andrews or any of its Affiliates who provides services exclusively to the Business.

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

"**Business Software**" has the meaning set forth in the License Agreement.

"**Calculation Time**" means 11:59 p.m. Central time on the day immediately preceding the Closing Date.

"**Check the Box Election**" has the meaning specified in Section 9.2(e).

"**Claim Notice**" has the meaning specified in Section 12.3.

"**Closing**" means the consummation of the Andrews Investment and the Partner Investment contemplated hereby.

"**Closing Date**" has the meaning specified in Section 4.1.

"**Closing Date Schedule**" has the meaning specified in Section 2.5(b).

"**Closing Net Working Capital Amount**" means (a) the aggregate dollar amount of all Transferred Assets (net of reserves) properly characterized as current assets under the Specified Accounting Principles (excluding cash and cash equivalents), less (b) the aggregate dollar amount of all Assumed Liabilities properly characterized as current liabilities under the Specified Accounting Principles (including any short-term or long-term deferred revenue), in the case of each of clause (a) and clause (b), as of the Calculation Time and calculated in accordance with the Specified Accounting Principles.

"**COBRA**" has the meaning specified in Section 9.3(h).

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Common Units**" has the meaning specified in the JV Entity LLC Agreement.

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

"**Company Ancillary Agreements**" means the Andrews Asset Assignment Agreement, the Transition Services Agreement, the License Agreement and all other agreements, instruments and documents being or to be executed and delivered by the Company under this Agreement or in connection herewith.

"**Company's DC Plans**" has the meaning specified in Section 9.3(b).

"**Company Equity Interests**" has the meaning specified in the recitals to this Agreement.

"**Company FSA**" has the meaning specified in Section 9.3(g).

"**Company Plans**" has the meaning specified in Section 9.3(e).

"**Company Shared Contract Liabilities**" has the meaning specified in Section 2.2(b).

"**Compensation Deduction**" has the meaning specified in Section 9.4(b).

"**Competition Law**" means any Requirements of Law that provide for merger control or are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade.

"**Confidentiality Agreement**" means that certain letter agreement dated February 20, 2016 between Andrews and GI GP IV LLC.

"**Contracts**" has the meaning specified in Section 2.1(a)(iii).

"**Contribution Date**" has the meaning specified in the recitals to this Agreement.

"**Contribution Effective Time**" has the meaning ascribed to the term "Effective Time" in the Andrews Asset Assignment Agreement.

"**Copyrights**" means all rights associated with works of authorship provided by multinational treaties or conventions, and all other rights associated with or corresponding thereto, including moral and economic rights of authors, however denominated, and all registrations, applications for registration, and renewals for any of the foregoing.

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

"**Debt**" means the principal of and accreted value and accrued and unpaid interest in respect of: (a) all indebtedness for borrowed money; (b) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (c) indebtedness evidenced by notes, debentures, bonds or other similar instruments; (d) all obligations issued or assumed as the deferred purchase price of property or businesses, all conditional sale obligations and all obligations under any title retention agreement (but excluding ordinary course trade accounts payable), including all obligations resulting from any holdback, earn-out, performance bonus or other contingent payment arrangement related to or arising out of any prior acquisition, business combination or similar transaction; (e) all liabilities for any outstanding severance or consulting amounts or benefits owed (whether currently or for services to be provided in the future) to any former (as of the Closing) employee, service provider or officer and any Taxes payable in connection therewith; (f) all liabilities relating to any deferred compensation, bonuses or phantom stock arrangements (in each case whether accrued or not) in respect of any current or former employee, service provider or officer and any Taxes payable in connection therewith, and any liabilities relating to any non-competition obligations, in each case to the extent not related to a Transferred Employee; (g) any indebtedness or other amounts owing to any Andrews Party or Affiliate of any such Andrews Party; (h) any indebtedness secured by any Encumbrance on any Transferred Asset; (i) all obligations under any performance bond or letter of credit, but only to the extent drawn or called prior to the Closing; (j) all capitalized lease obligations (including any accounts payable or accrued expenses relating to any capital leases) as determined under GAAP and any off-balance sheet financing; (k) unfunded pension plan liabilities; (l) guarantees with respect to any indebtedness or obligations of any other Person of a type described in clauses (a) through (k) above; and (m) for clauses (a) through (l) above, all accrued interest thereon, if any, and any termination fees, prepayment penalties, premiums, breakage costs, make-whole, expense reimbursement or other out-of-pocket fees, costs, expenses or other payment obligations related thereto; provided, however, that notwithstanding the foregoing, Debt shall not be deemed to include (1) any item included as a current liability in the calculation of the Final Closing Net Working Capital Amount or (2) the Debt Financing and any Encumbrances arising or guarantees provided thereunder.

"**Debt Commitment Letter**" has the meaning specified in the Nathan Merger Agreement.

"**Debt Financing**" has the meaning specified in the Nathan Merger Agreement.

"**Deductible**" has the meaning specified in Section 12.6(a).

"**Disclosed Additional Matters**" has the meaning specified in Section 8.6(b).

"**Disclosure Schedule**" means the disclosure schedule with numbered sections corresponding to the relevant sections to this Agreement delivered by Andrews to Partner on the date hereof, as may be updated in accordance with Section 8.6(b).

"**Dispute Notice**" has the meaning specified in Section 2.5(c)(ii).

"**Employment Date**" has the meaning specified in Section 9.3(a).

"**Encumbrance**" means any lien, charge, security interest, encumbrance, mortgage, pledge, easement, indenture, deed of trust, hypothecation, conditional sale or other title retention agreement, title exception, defect in title or other restriction of a similar kind.

"**Environmental Law**" means all Requirements of Law relating to or addressing pollution or the protection of the environment or the handling, storage or disposal of hazardous substances as defined in such Environmental Laws.

"**Environmental Permits**" means all permits, licenses or authorizations required pursuant to any Environmental Law.

"**Equity Commitment Letters**" has the meaning specified in the recitals to this Agreement.

"**Equity Contribution**" has the meaning specified in the recitals to this Agreement.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Estimated Net Working Capital Amount**" has the meaning specified in Section 2.5(a).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Assets**" has the meaning specified in Section 2.1(b).

"**Excluded Liabilities**" has the meaning specified in Section 2.3(b).

"**Expenses**" means any and all reasonable out-of-pocket expenses incurred in connection with defending or asserting any claim, action, suit or proceeding hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees and reasonable fees and disbursements of legal counsel, expert witnesses, accountants and other professionals).

"**Expert Calculations**" has the meaning specified in Section 2.5(c)(iv).

"**Federal Health Care Program**" has the meaning specified in 42 U.S.C. § 1320a-7b(f).

"**Final Closing Net Working Capital Amount**" has the meaning specified in Section 2.5(d).

"**Financial Information**" has the meaning specified in Section 5.5(a).

"**Financial Information Date**" means December 31, 2015.

"**Financing Sources**" has the meaning specified in the Nathan Merger Agreement.

"**GAAP**" means United States generally accepted accounting principles, consistently applied by Andrews, in effect at the date of the financial statement to which it refers.

"**GI Manager**" has the meaning set forth in the JV Entity LLC Agreement.

"**Governmental Body**" means any nation, any state, any province or any municipal or other political subdivision thereof, and any government, any governmental entity, commission, board, regulatory or administrative authority, agency or similar body, any court, tribunal or judicial body, whether federal, state, county, local or foreign, and any instrumentality of any of the foregoing or any other entity, body or organization exercising governmental or quasi-governmental power or authority.

"**Governmental Order**" means any order, judgment, injunction or decree issued, promulgated or entered by any Governmental Body of competent jurisdiction.

"**Governmental Permits**" has the meaning specified in Section 5.8.

"**Health Care Laws**" mean all applicable foreign, federal, state, and local Requirements of Law relating to the regulation, provision or administration of, or billing or payment for, healthcare products or services, whether criminal or civil, including but not limited to: (a) the Medicare Statute (Title XVIII of the Social Security Act); (b) the Medicaid Statute (Title XIX of the Social Security Act); (c) fraud and abuse law, including the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), the federal criminal False Claims Statutes (18 U.S.C. §§ 286, 287 and 1001), the federal Health Care Fraud Law (18 U.S.C. § 1347), and the federal Civil False Claims Act (31 U.S.C. §§ 3729 et seq.), (d) the applicable provisions of HIPAA; (e) the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010; (f) all licensure and insurance Requirements of Law relating to the regulation, provision or administration of, or payment for, healthcare products or services; and (g) all Requirements of Law and Federal Health Care Program policies and program guidance relating to billing and reimbursement of healthcare products or services; each of clauses (a) through (g) as amended from time to time; and all comparable applicable foreign, federal, state and local Requirements of Law for any of the foregoing and the applicable rules and regulations promulgated pursuant to all such Requirements of Law, each as amended from time to time.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 (each as may be amended from time to time).

"**Inbound Company IP Licenses**" has the meaning specified in Section 5.15(e).

"**Indemnified Party**" has the meaning specified in Section 12.3.

"**Indemnitor**" has the meaning specified in Section 12.3.

"**India Employee**" has the meaning specified in Section 2(c) of the Transition Services Agreement.

"**Initial JV Membership Interest**" has the meaning specified in the recitals to this Agreement.

"**Intellectual Property**" means all intellectual property rights, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, the foregoing, however arising, whether registered or unregistered, including any and all rights of the following types, which may exist or be created under or pursuant to the Requirements of Law of any jurisdiction in the world: (a) Copyrights, (b) Patents, (c) Trademarks, (d) Trade Secrets (e) other intellectual proprietary rights in any Technology of every kind and nature, (f) all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (f) above.

"**International Business Employee**" means any Business Employee employed outside of the United States.

"**International Business Plan**" has the meaning specified in Section 5.17(a).

"**IRS**" means the United States Internal Revenue Service.

"**IT Systems**" has the meaning specified in Section 5.11(j).

"**JV Entity**" has the meaning specified in the first paragraph of this Agreement.

"**JV Entity Ancillary Agreements**" means the Andrews Equity Assignment Agreement, the JV Entity LLC Agreement and all other agreements, instruments and documents being or to be executed and delivered by the JV Entity under this Agreement or in connection herewith.

"**JV Entity Group Member**" means (a) the JV Entity and its Affiliates (other than an Andrews Group Member), (b) directors, officers and employees of the JV Entity and its Affiliates (other than the Andrews Group Members) and (c) the successors and assigns of the foregoing.

"**JV Entity LLC Agreement**" means the limited liability company operating agreement substantially in the form of Exhibit E.

"**Knowledge of Andrews**" means, as to a particular matter, (a) the current actual knowledge of the following people: Rick Poulton, Rich Elmore, Eric Jacobson, Anne-Marie Beasley, Marie Finnegan, Jay Bhattacharyya, Gil Wilson and Brendan Sullivan and (b) the knowledge of any such Person referenced in the immediately preceding clause (a) above after making reasonable inquiry of the Andrews employee with principal responsibility over the functional area of the Business in question.

"**Knowledge of Partner**" means, as to a particular matter, the current actual knowledge of the following people: Howard Park, Dave Kreter and David Smolen.

"**License Agreement**" means the License Agreement entered into by and between Andrews and the Company, dated as of March 17, 2016.

"**Licensed IP**" has the meaning specified in Section 5.11(b).

"**Losses**" means any and all out-of-pocket losses, costs, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

"**Material Adverse Effect**" means any change, event, circumstance, development, occurrence or effect that individually or taken together with any other change event, circumstance, development, occurrence or effect has or had, or would reasonably be expected to have, a material adverse effect on the business, operations, assets, financial condition or results of operations of the Business; provided, however, that none of the following shall be

deemed, either alone or in combination, to constitute, and no change, event, circumstance, development, occurrence or effect arising from or attributable or relating to any of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (a) the public announcement or pendency of this Agreement or any of the transactions contemplated herein, including the impact thereof on the relationships of the Business with customers, suppliers, distributors, consultants, employees or independent contractors or other third parties with whom the Business has any relationship, (b) general economic conditions generally affecting the industries in which the Business operates or participates, the U.S. economy or financial markets or any foreign markets or any foreign economy or financial markets in any location where the Business has material operations or sales, (c) the taking of any action expressly required by this Agreement (excluding actions required by Section 8.4(a)), (d) any breach by Partner of this Agreement or the Confidentiality Agreement, (e) any change in GAAP or applicable Requirements of Law (or interpretation thereof), in each case, after the date hereof, (f) any acts of God, calamities, acts of war or terrorism, or national or international political or social conditions, (g) any failure in and of itself (as distinguished from any change or effect giving rise to or contributing to such failure) by the Business to meet any projections or forecasts for any period ending after the date of this Agreement (provided that the underlying causes of such failure shall not be excluded by this clause (g)), or (h) any Excluded Liability, except in the case of clauses b, (e) and (f), to the extent any such condition has a disproportionate effect on the Business relative to other Persons engaged in the same industry as the Business.

"**Material Clients**" has the meaning specified in Section 5.20.

"**Material Suppliers**" has the meaning specified in Section 5.21.

"**Merger**" has the meaning specified in the Nathan Merger Agreement.

"**Merger Sub**" has the meaning specified in the Nathan Merger Agreement.

"**Modification Event**" has the meaning specified in Section 2.5(c)(iv).

"**Modified Targeted Net Working Capital**" has the meaning specified in Section 2.5(c)(iv).

"**Nathan**" means Netsmart, Inc., a Delaware corporation.

"**Nathan Adjustment Amount**" means an amount equal to (x) the final aggregate amount of cash required to be contributed by Andrews and Partner, collectively, pursuant to the Equity Commitment Letters in connection with the consummation of the Nathan Transaction, minus (y) the sum of the Andrews Estimated Contribution and the Partner Estimated Contribution.

"**Nathan Intermediate**" has the meaning specified in the recitals to this Agreement.

"**Nathan Merger Agreement**" means that certain Agreement and Plan of Merger dated as of the date hereof, by and among Nathan Intermediate, Nathan Merger Co., Nathan and Genstar Capital Partners V, L.P.

"**Nathan Transaction**" has the meaning specified in the recitals to this Agreement.

"**Non-Andrews Party Asset**" has the meaning specified in Section 2.1(a).

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

"**Partner Adjustment Amount**" means an amount equal to 49% of the Nathan Adjustment Amount.

"**Partner Ancillary Agreements**" means the JV Entity LLC Agreement, the Reimbursement Agreement and all other agreements, instruments and documents being or to be executed and delivered by Partner under this Agreement or in connection herewith.

"**Partner Estimated Contribution**" means $338,828,140.

"**Partner Group Member**" means (a) Partner and its Affiliates (excluding the JV Entity and its subsidiaries), (b) owners, managers, directors, officers, employees, representatives, advisors and agents of Partner and its Affiliates (excluding the JV Entity and its subsidiaries) and (c) the successors and assigns of the foregoing.

"**Partner Investment**" has the meaning specified in the recitals to this Agreement.

"**Partner Investment Amount**" means (x) the Partner Estimated Contribution, plus, if the Partner Adjustment Amount is positive, or minus, if the Partner Adjustment Amount is negative, (y) the absolute value of the Partner Adjustment Amount.

"**Partner Owner**" has the meaning specified in the recitals to this Agreement.

"**Partner Owner ECL**" has the meaning specified in the recitals to this Agreement.

"**Partner Units**" means a number of Preferred Units equal to (x) 338,828,140, plus, if the Partner Adjustment Amount is positive, or minus, if the Partner Adjustment Amount is negative, (y) the absolute value of the Partner Adjustment Amount, divided by $1.00.

"**Patents**" means all patents (including utility, utility model, plant and design patents, and certificates of invention), patent applications (including additions, provisional, national, regional and international applications), and industrial property rights and all continuations, continuations-in-part, renewals, extensions, provisionals, certificates of invention and statutory invention registrations, continued prosecution applications, requests for continued examination, reexaminations, divisions and reissues, and all rights therein provided by multinational treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application.

"**Pension Plan**" means any pension plan, as defined in Section 3(2) of ERISA.

"**Permitted Encumbrances**" means (a) liens for Taxes and other governmental charges and assessments that are not yet due and payable or that are being contested in accordance with applicable Requirements of Law; (b) liens of landlords and liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable; (c) Encumbrances identified in Section 5.10 of the Disclosure Schedule; (d) Encumbrances on the Transferred Assets or the equity securities of the Company arising under the Andrews Credit Facility that will be released at or prior to the Closing and (e) other Encumbrances or imperfections on property that are not material in amount or do not materially detract from the value of or materially impair the existing use of the property affected by such lien or imperfection.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body, or any department, agency or political subdivision thereof.

"**Personal Information**" means any information in any form or format that identifies, or that, in combination with other information, can be used to identify, or that could reasonably be used to identify, a natural person, including but not limited to Protected Health Information as defined by HIPAA.

"**Process**" or "**Processing**" means the collection, use, storage, distribution, transfer, protection, disclosure, or disposal of, or other action taken regarding, Personal Information.

"**Preferred Units**" has the meaning specified in the JV Entity LLC Agreement.

"**Privacy Laws**" means applicable Requirements of Law or standards imposed by self-regulatory organizations that apply to the Processing of Personal Information and includes, (a) the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., (b) HIPAA and (c) the Payment Card Industry Data Security Standard ("PCI-DSS") and all rules and operating regulations of the credit card associations (such as Visa, MasterCard, American Express or Discover Network); each of (a) through (c) as amended from time to time; and all comparable foreign, federal, state and local Requirements of Law for any of the foregoing and the rules and regulations promulgated pursuant to all such Requirements of Law, each as amended from time to time.

"**Products**" has the meaning specified in the License Agreement.

"**Protected Health Information**" has the meaning given to it under HIPAA (45 C.F.R. § 160.103) and includes electronic protected health information.

"**Purchase Order**" has the meaning specified in Section 2.1(a)(ii).

"**Reimbursement Agreement**" means the Agreement Regarding Reimbursement of Termination Fee Payments entered into by and between Andrews and the Partner Owners as of the date hereof.

"**Related Party**" means any (a) current officer, manager or director of any Andrews Party (or any spouse, child, sibling or parent of any such individual) or (b) Affiliate of any Andrews Party.

"**Requirements of Law**" means any federal, state, territorial, county, local or foreign statute, law, ordinance, common law, Governmental Order, regulation, rule, treaty, administrative interpretation, constitution, convention, code or other similar requirement enacted, adopted, promulgated or applied by any Governmental Body of competent jurisdiction.

"**Retained Names and Marks**" has the meaning specified in Section 9.1(a).

"**Review Period**" has the meaning specified in Section 2.5(c)(ii).

"**SEC**" means the United States Securities and Exchange Commission.

"**Shared Contracts**" has the meaning specified in Section 2.1(b)(ii).

"**Software**" means all computer software and code, programs, modules, assemblers, applets, compilers, subroutines, algorithms, APIs, compiled code, binaries, systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, libraries, development tools, design tools, interfaces (including user interfaces), in any form or format, however fixed (including, but not limited to, in software-as-a-service, and mobile, desktop and server applications) and related documentation and materials, whether in source code, object code, executable code or human readable form.

"**Special Claim**" has the meaning specified in Section 12.5(b).

"**Specified Accounting Principles**" those policies, conventions, methodologies, classifications and procedures set forth on Exhibit F hereto or, to the extent not covered on Exhibit F, as applied in the preparation of the Financial Information. Exhibit F hereto sets forth an illustrative example of the calculation of the Closing Net Working Capital Amount as of January 31, 2016 using the Specified Accounting Principles.

"**Subsequently Identified Components**" has the meaning specified in Section 2.1(a).

"**subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association, or other business entity gains or losses or shall be or control any manager, managing director or general partner of such limited liability company, partnership, association or other business entity.

"**Targeted Net Working Capital Amount**" means $3,992,000.

"**Tax**" (and, with correlative meaning, "**Taxes**") means any federal, state, local or foreign taxes, assessments, levies, tariffs, imposts, duties or other charges or impositions in the nature of a tax (together with any all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Body, including income, estimated income, gross receipts, profits, business, license, occupation, franchise, capital stock, real or personal property, sales, use, transfer, value added, employment or unemployment, social security, disability, alternative or add-on minimum, customs, excise, stamp, environmental, escheat (whether or not treated as a tax under applicable law), ad valorem, payroll and withholding taxes.

"**Tax Attributes**" means, with respect to any Tax, any tax basis, credits and similar Tax items of any Person.

"**Tax Return**" means any return (including any Treasury Form TD F 90-22.1 and FinCen Form 114), report, statement, declaration, notice, form, election, filing, (including any attachments thereto and amendments thereof) required to be filed with or submitted to, any Governmental Body with respect to any Tax or similar statement required to be filed with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

"**Technology**" means Software, apparatuses, data, databases and data collections, diagrams, inventions, know-how, methods, network configurations and architectures, processes, proprietary information, protocols, schematics, manuals, documentation, reports, specifications, techniques and other forms of technology (whether or not embodied in any tangible form).

"**Third Person Claim**" has the meaning specified in Section 12.5(a).

"**Top 25 Material Clients**" has the meaning specified in Section 5.20.

"**Trademarks**" means any and all trademarks, service marks, trade dress, logos, slogans, trade names, brand names, design rights and other similar designations of source, sponsorship, association or origin, and other similar rights, and all registrations, applications and renewals for, any of the foregoing, and all goodwill symbolized by and associated with any of the foregoing throughout the world.

"**Trade Secrets**" means the rights to all confidential ideas, trade secrets, trade secret rights, inventions, discoveries, know-how, concepts, methods, processes, formulae, business plans, business and technical information, and other confidential and proprietary information that derives value from being kept secret and all rights therein (excluding, for the avoidance of doubt, any Personal Information).

"**Transferred Assets**" has the meaning specified in Section 2.1(a).

"**Transferred Contracts**" has the meaning specified in Section 2.1(a)(iii).

"**Transferred Employees**" has the meaning specified in Section 9.3(a).

"**Transfer Taxes**" has the meaning specified in Section 9.2(a)(iv).

"**Transition Services Agreement**" means the agreement entered into by Andrews LLC and the Company dated as of the date hereof providing for certain transition services by Andrews LLC and its Affiliates for the Company after the Closing.

"**United States**" and "**U.S.**" mean the United States of America.

"**U.S. Business Employee**" means any Business Employee employed in the United States.

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988.

"**Welfare Plan**" means any welfare plan, as defined in Section 3(1) of ERISA.

Section 1.2 Interpretation. In this Agreement (including the exhibits and schedules to this Agreement):

(a) words denoting the singular include the plural and vice versa, and words denoting any gender include all genders;

(b) "including" means "including, without limitation,";

(c) "Business Day" means any day other than a Saturday, a Sunday or a day that is a statutory holiday under the laws of the United States or the State of New York;

(d) when calculating the period of time within which or following which any act is to be done or step taken, the date that is the reference day in calculating such period shall be excluded and, if the last day of such period is not a Business Day, the period shall end on the next day that is a Business Day;

(e) all dollar amounts are expressed in United States dollars, and all amounts payable hereunder shall be paid in United States dollars;

(f) money shall be tendered by wire transfer of immediately available federal funds to the account designated in writing by the party that is to receive such money;

(g) references herein to articles, sections, exhibits and schedules mean the articles and sections of, and the exhibits and schedules attached to, this Agreement; and

(h) the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not only to a particular section in which such words appear.

ARTICLE II
ASSETS AND LIABILITIES OF ANDREWS SUBJECT TO THE ANDREWS ASSET ASSIGNMENT TRANSACTION; ANDREWS EQUITY CONTRIBUTION

Section 2.1 Assets Transferred to the Company Pursuant to the Andrews Asset Assignment Agreement.

(a) Pursuant to the terms of the Andrews Asset Assignment Agreement, on the Contribution Date, the applicable Andrews Party contributed, transferred, assigned, set over and delivered to the Company, and the Company accepted the contribution, transfer, assignment, setting over and delivery from the Andrews Parties of, all of each Andrews Party's right, title and interest in and to as of the Contribution Effective Time the following property, assets, rights and interests in each case, other than the Excluded Assets (collectively, the "Transferred Assets"):

(i) All of the assets of the type reflected on the Balance Sheet (including notes and accounts receivable and the right to bill and receive payment for products shipped or delivered and/or services performed but unbilled as of the Calculation Time and prepayments and prepaid expenses) to the extent exclusively related to the Business, except for the Excluded Assets;

(ii) All purchase orders issued by any Andrews Party exclusively related to the Business and entered into in the ordinary course of business consistent with past practices or reflected as a current liability in the Final Closing Net Working Capital Amount ("Purchase Orders");

(iii) All contracts, guarantees, licenses, commitments and other agreements, other than purchase orders (collectively, "Contracts"), exclusively related to the Business or exclusively used in the operation of the Business and not including the Shared Contracts (collectively, the "Transferred Contracts");

(iv) All (a) Trademarks listed on Exhibit G, together with the goodwill symbolized thereby and associated therewith, and (b) the Copyrights and Trade Secrets in the Software components used exclusively in the Business Software and listed in Exhibit H hereto (the "Assigned Components"), and, with respect to clauses (a) and (b), all claims for infringement thereof related to the period following the Closing, with the right to sue for, and collect, the same;

(v) To the extent legally transferable, all Governmental Permits exclusively related to the Business or exclusively used in the operation of the Business;

(vi) All personnel and payroll records of Transferred Employees, to the extent permitted by Requirements of Law; and, except to the extent excluded pursuant to Section 2.1(b)(ix), all other material books and records exclusively related to the Business and in the possession of any of the Andrews Parties (collectively, "Books and Records"); provided, however, that the Andrews Parties and their respective Affiliates shall have the right to keep and use a copy of all Books and Records where necessary to comply with any Requirements of Law or desirable for use in connection with each Andrews Party's business, including the preparation of Tax Returns, the administration of any Business Plans, the preparation of the Andrews Parties' financial statements, the fulfillment of obligations under the Transition Services Agreement or in connection with investigations or litigation;

(vii) All rights of the Andrews Parties under any refunds, deposits, claims, causes of action, rights of set off and rights of recoupment, in each case, to the extent exclusively related to the Business (excluding any claims related to (a) Excluded Liabilities or (b) based on Intellectual Property rights);

(viii) All lists, records, data and other information to the extent exclusively related to the Business or exclusively used in the operation of the Business, including customer and supplier lists, records, data and information, reports, studies, plans, books, ledgers, files and business and accounting records of every kind (including all financial, business and marketing plans);

(ix) All advertising, marketing and promotional materials and similar printed or written materials exclusively related to the Business;

(x) All proceeds payable in respect of any loss, damage or destruction to any property or assets that is or, absent such loss or destruction at the Closing would have constituted a Transferred Asset; and

(xi) All other tangible properties or assets (and the rights and interests therein) exclusively related to the Business or exclusively used in the operation of the Business.

To the extent that any properties, assets, rights or interests exclusively related to the Business or exclusively used in the operation of the Business (x) are owned by a subsidiary of Andrews that is not an Andrews Party (any such properties, assets, rights or interests, "Non-Andrews Party Assets") or (y) have come, or come, into existence after the Contribution Date and exist as of the Closing ("Additional Pre-Closing Assets"), they shall be included within the defined term "Transferred Assets" for purposes hereof (including, if in existence as of the Calculation Time, for purposes of calculating the Final Closing Net Working Capital Amount (to the extent properly characterized as a current asset other than cash or cash equivalents)) if they would have been so included pursuant to the operation of clauses (i) – (xi) above and Section 2.01(b) if owned by any Andrews Party or existing as of the Contribution Effective Time, and Andrews shall cause such subsidiary to convey such properties, assets, rights and interests to the Company (and, with respect to any such properties, assets, rights and interests to the Company that are

Additional Pre-Closing Assets, Andrews shall cause such Additional Pre-Closing Assets to be contributed to the Company at the Closing). Following the Closing, Andrews and Parent shall work in good faith to identify if there are any Software components, other than the Assigned Components, that were exclusively incorporated into the Products immediately prior to the Closing Date ("Subsequently Identified Components"), and, if so, any such Subsequently Identified Components shall be contributed by Andrews or its applicable subsidiary to the Company for no additional consideration and each such Subsequently Identified Component shall be deemed to be an "Assigned Component" for purposes of this Agreement.

(b) Excluded Assets. Andrews and the other Andrews Parties have not contributed to the Company, and the Company has not acquired, the following properties and assets (collectively, the "Excluded Assets"), pursuant to the Andrews Asset Assignment Agreement or otherwise, and such properties and assets shall not be contributed by the Andrews Parties or acquired by the Company hereunder, notwithstanding anything to the contrary provided in Section 2.1(a):

(i) All cash and cash equivalents (provided, however, nothing in this Section 2.1(b) shall be deemed or construed to limit the Andrews' obligations under Section 2.2 or Section 9.8);

(ii) All contracts, guarantees, licenses, commitments and other agreements under which (A) the Business and one or more other businesses of Andrews or its Affiliates agree to provide services to or on behalf of a client or (B) a Person other than Andrews or any of its Affiliates provides assets, services, rights or benefits to the Business and one or more other businesses of Andrews or its Affiliates (collectively, the "Shared Contracts");

(iii) All of the Andrews Parties' right, title and interest in owned and leased real property and other interests in real property, and all such right, title and interest under each real property lease pursuant to which any of the Andrews Parties leases, subleases (as sub-landlord or sub-tenant) or otherwise occupies any such leased real property, including all improvements, fixtures and appurtenances thereto and rights in respect thereof;

(iv) The name "Allscripts" and any related or similar Trademarks, domain names or URL addresses to the extent the same incorporate the name "Allscripts" or any variation thereof;

(v) All refunds (or credits) of Taxes which any Andrews Party is liable for under Section 9.2 or Taxes with respect to the Excluded Assets;

(vi) All of the Andrews Parties' and their respective Affiliates' rights under any policies of insurance purchased by or on behalf of any Andrews Party or their respective Affiliates, or any benefits, proceeds or premium refunds payable or paid thereunder or with respect thereto (other than proceeds payable in respect of any loss, damage or destruction to any property or assets that is or, absent such loss or destruction at the Closing would have constituted a Transferred Asset occurring prior to the Closing);

(vii) All Business Plans and any other employee benefit plan or arrangement and the assets thereof;

(viii) The corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, Tax Returns and other Tax records, seals, minute books, stock transfer books and similar documents of each Andrews Party;

(ix) All personnel and payroll records of any current or former employees of Andrews or its Affiliates who are not Transferred Employees;

(x) All rights of Andrews and each other Andrews Party under this Agreement or any other agreement between Andrews and/or any other Andrews Party, on the one hand, and the Company, Partner and/or its Affiliates, on the other hand, entered into on or after the date of this Agreement in accordance with the terms hereof;

(xi) All Governmental Permits that are not transferable without the consent of a Governmental Body and with respect to which the required consent is not obtained;

(xii) All intercompany accounts among the Andrews Parties or their respective Affiliates relating to the Business, which accounts are subject to Section 8.2;

(xiii) All equity interests of any Andrews Party and any of their respective Affiliates; and

(xiv) All Intellectual Property and Software licensed under the License Agreement or Intellectual Property and Software used or provided in connection with the Transition Services Agreement other than (A) TSA Developed IP (as defined in the License Agreement) and (B) the Assigned Components.

To the extent that after the Closing it is determined that any property, asset, right or interest properly characterized as an Excluded Asset was contributed to the Company pursuant to the Andrews Asset Assignment Agreement or otherwise, the Company shall cause such property, asset, right or interest to be reconveyed (net of any Taxes imposed on the any JV Entity Group Member in connection with such reconveyance) to the relevant Andrews Party.

Section 2.2 Unassignable Contracts; Shared Contracts

(a) Notwithstanding anything to the contrary stated in this Agreement, if (i) any Contract, Purchase Order or Governmental Permit that constitutes a Transferred Asset was not capable of being contributed, assigned, transferred or conveyed in the absence of the approval, consent or waiver of any other Person without conflicting with, violating, constituting a default under or breaching such Contract, Purchase Order or Governmental Permit pursuant to the Andrews Asset Assignment Agreement, and (ii) all necessary approvals, consents and waivers of all parties to such Contract, Purchase Order or Governmental Permit have not been obtained at or prior to the Closing, then the Company, effective as of the Closing, shall, subject to Andrews' liabilities and obligations under the Transition Services Agreement, assume the obligations and liabilities of the applicable Andrews Party under such Contract, Purchase Order or Governmental Permit (but not such Contract, Purchase Order or Governmental Permit itself), and the claims, rights and benefits of such Andrews Party arising under such Contract, Purchase Order or Governmental Permit or resulting therefrom after the Closing Date (but not such

Contract, Purchase Order or Governmental Permit itself) shall (to the maximum extent permitted by Requirements of Law or any applicable agreement) be included in the Transferred Assets transferred to the Company pursuant to the Andrews Asset Assignment Agreement (and any such payments or other benefits received by any Andrews Party therefrom after the Closing Date shall promptly be transferred to the Company), and Andrews shall (and shall cause the applicable Andrews Party to), following the Closing, (x) use commercially reasonable efforts to assist the Company in attempting to obtain the necessary approvals, consents and waivers; provided, however, that, except as otherwise provided in the Transition Services Agreement, no Andrews Party shall be required to make any payments or offer or grant any accommodation (financial or otherwise) to any third party to obtain any approval, consent or waiver, and (y) promptly execute all documents reasonably necessary to complete the transfer of such Contract, Purchase Order or Governmental Permit to the Company if such approvals, consents and waivers are so obtained.

(b) Each of Andrews and the JV Entity shall reasonably cooperate with the Company's efforts to enter into a new stand-alone Contract with the counterparty to each Shared Contract on substantially the same terms as exist under such Shared Contract as of the Closing (and, in connection therewith, Partner shall cause each GI Manager to approve, as applicable, and otherwise not oppose, any such actions required to be undertaken by the JV Entity in observance of the foregoing covenant); provided, however, that no party shall be required to make any payments or offer or grant any accommodation (financial or otherwise) to any third party to obtain the agreement of any counterparty to a Shared Contract to enter into a stand-alone Contract. Andrews shall cooperate with the Company in any commercially reasonable arrangement designed to provide the Company with the benefits of the Shared Contract after the Closing, including by granting subleases, sublicenses or other rights and establishing arrangements whereby the Company shall, subject to Andrews' liabilities and obligations under the Transition Services Agreement undertake the work necessary to perform under Shared Contracts. Following the Closing, any payments received by an Andrews Party under a Shared Contract, shall, to the extent relating to the Business, be held by such Andrews Party in trust for the benefit of the Company, and within 30 days after the end of the calendar month in which such payment was received by an Andrews Party, be paid over to the Company. To the extent the benefits of a Shared Contract are made available to the Company, the Company shall perform the obligations of Andrews and/or the applicable Andrews Party under such Shared Contract and assume all liabilities and obligations thereunder, in each case, to the extent such obligations or liabilities relate to the Business and are not the responsibility of Andrews under the Transition Services Agreement (such obligations and liabilities, collectively, the "Company Shared Contract Liabilities"). Notwithstanding anything to the contrary in this Agreement, nothing in this Section 2.2 or Section 2.3 shall limit the liabilities and obligations of Andrews under the Transition Services Agreement and the Company shall not be obligated for any costs that are the responsibility of Andrews under the Transition Services Agreement.

Section 2.3 Assumption of Liabilities.

(a) Pursuant to the terms of the Andrews Asset Assignment Agreement, on the Contribution Date, the Company assumed, and agreed to pay, perform and fully observe, effective as of the Contribution Effective Time, only the following: (x) all liabilities and obligations of the Business to the extent arising out of or relating to the operation of the Business after the Contribution Effective Time and (y) the liabilities and obligations of the Andrews Parties and their Affiliates (excluding the JV Entity and its subsidiaries) set forth below (collectively, the liabilities and obligations described in clause (x) and (y), the "Assumed Liabilities"):

(i) All (A) liabilities and obligations of the Andrews Parties under or in respect of the Transferred Contracts and Purchase Orders and (B) Company Shared Contract Liabilities, in the case of clauses (A) and (B), excluding any liability or obligation relating to or arising from any breach on or prior to the Contribution Effective Time by any Andrews Party of any of its liabilities or obligations under the applicable Transferred Contract, Purchase Order or Shared Contract and excluding any liabilities or obligations that are the responsibility of Andrews under the Transition Services Agreement;

(ii) Current liabilities, in each case, to the extent (and only to the extent) exclusively related to the Business and included in the calculation of "current liabilities" in the Final Closing Net Working Capital Amount;

(iii) All liabilities and obligations with respect to the Company's employment of the Transferred Employees from and following the Contribution Effective Time;

(iv) All liabilities and obligations relating to the termination of the employment of any Business Employee who does not become a Transferred Employee due to a failure of the Company to offer employment to such Business Employee (other than any India Employee) in accordance with Section 9.3;

(v) All liabilities and obligations relating to the ownership or condition of the Transferred Assets after the Contribution Effective Time;

(vi) All liabilities and obligations assumed by the Company pursuant to Sections 9.3 or 9.4; and

(vii) Any liability or obligation with respect to Taxes for which the Company is liable under Section 9.2.

(b) Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement and regardless of whether such liability or obligation is disclosed in the Disclosure Schedule or otherwise, the Company has not assumed any liability or obligation of any Andrews Party or its Affiliates (excluding the JV Entity and its subsidiaries) pursuant to the Andrews Asset Assignment Agreement other than the Assumed Liabilities. Notwithstanding anything to the contrary provided in Section 2.3(a), the Assumed Liabilities shall not include (x) any liability or obligation of any Andrews Party or their respective Affiliates (excluding the JV Entity and its subsidiaries) with respect to the Business for any period prior to the Closing (other than Assumed Liabilities described in Section 2.3(a)(ii)), (y) any Debt of the JV Entity or its subsidiaries as of immediately prior to the Closing or (z) the following liabilities and obligations of Andrews and its Affiliates (excluding the JV Entity and its subsidiaries) all of which shall constitute Excluded Liabilities (all such liabilities described in clauses (x), (y) and (z), collectively, the "Excluded Liabilities"):

(i) Any Debt existing as of immediately prior to the Closing;

(ii) Any liability or obligation with respect to Taxes for which Andrews is liable under Section 9.2;

(iii) Any liability or obligation of Andrews or its Affiliates (excluding the JV Entity and its subsidiaries) under this Agreement or under any Andrews Ancillary Agreement;

(iv) All liabilities relating to the termination of persons employed in the conduct of the Business, or dependents of such persons, prior to the Closing Date, except as provided in Section 2.3(a)(iv) or Section 9.3;

(v) All liabilities relating to any Business Plan, except as provided in Section 9.3;

(vi) All intercompany accounts among the Andrews Parties or their respective Affiliates relating to the Business, which are the subject of Section 8.2;

(vii) All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants (provided, however, that nothing in this Section 2.3(b)(vii) shall limit the obligations of the JV Entity under Section 9.6); and

(viii) Any tax, penalty or fee imposed by the Affordable Care Act (Pub. L. 111-148 and Pub. L. 111-152), as amended, that relates to any period prior to the Closing.

For purposes of the indemnification rights set forth in Section 12.1(a)(iv) only, "Excluded Liabilities" shall also include all liabilities and obligations of the Business to the extent arising out of or relating to the operation of the Business after the Contribution Effective Time and prior to the Closing, (I) including any liability or obligation of the Business of the nature described in clause (iii), (iv), (v), (vi) or (vii) of Section 2.3(a), in each case to the extent arising after the Contribution Effective Time and prior to the Closing, but (II) excluding any liability or obligation of the Business of the nature described in clause (i) (excluding (A) any such liability or obligation relating to or arising from any breach prior to the Closing by any Andrews Party or the Company of any of their respective liabilities or obligations under the applicable Transferred Contract, Purchase Order or Shared Contract and (B) any liabilities or obligations that are the responsibility of Andrews under the Transition Services Agreement) or clause (ii) of Section 2.3(a), in each case to the extent arising after the Contribution Effective Time and prior to the Closing.

Section 2.4 Andrews Investment Amount Contribution. On the terms and subject to the conditions of this Agreement, at the Closing, the JV Entity agrees to issue and sell to Andrews, and Andrews agrees to purchase from the JV Entity, the Andrews Units in exchange for (a) the Initial JV Membership Interest and (b) a cash payment in the amount of the Andrews Investment Amount by wire transfer in immediately available funds on the Closing Date to the account designated in writing by the JV Entity at least five Business Days in advance of the Closing Date. Upon receipt of the Andrews Investment Amount, the JV Entity shall immediately contribute the Andrews Investment Amount to Nathan Intermediate. For purposes of this Agreement, the "Andrews Investment Amount" means an amount equal to (x) the Andrews Base Investment Amount, minus (y) the amount, if any, by which the Estimated Net

Working Capital Amount exceeds the Targeted Net Working Capital Amount by more than $500,000, plus (z) the amount, if any, by which the Targeted Net Working Capital Amount exceeds the Estimated Net Working Capital Amount by more than $500,000, subject to adjustment pursuant to Section 2.5.

Section 2.5 Adjustment to Andrews Investment Amount.

(a) Estimated Net Working Capital. Not later than three Business Days prior to the Closing Date, Andrews shall deliver to Partner a written statement and certificate of Andrews executed on its behalf by an officer of Andrews that sets forth in reasonable detail Andrews' good faith estimate of the Closing Net Working Capital Amount (the "Estimated Net Working Capital Amount") along with reasonable supporting detail therefor, such estimates to be prepared in accordance with the Specified Accounting Principles (as applicable).

(b) Final Closing Net Working Capital Amount. As promptly as practicable, but in no event later than 60 days following the Closing Date, Andrews shall, at its expense, (i) cause to be prepared, in accordance with the Specified Accounting Principles (as applicable), a statement (the "Closing Date Schedule") setting forth in reasonable detail its calculation of the Closing Net Working Capital Amount, and (ii) deliver to Partner the Closing Date Schedule.

(c) Review; Disputes.

(i) From the Closing Date until the final determination of the Closing Net Working Capital Amount pursuant to this Section 2.5(c), the JV Entity shall provide Andrews and Partner and any accountants or advisors retained by Andrews or Partner with reasonable access, during normal business hours, after reasonable advance written notice, to the relevant books and records of the Business and other information reasonably relevant to the Closing Date Schedule and the calculation of the Closing Net Working Capital Amount reasonably requested by Andrews or Partner, in each case for the purposes of: (A) in the case of Andrews, preparing the Closing Date Schedule and the calculation of the Closing Net Working Capital Amount, (B) in the case of Partner, enabling Partner and its accountants and advisors to review and verify the Closing Date Schedule and Andrews' calculation of the Closing Net Working Capital Amount and (C) in the case of Andrews and Partner, identifying and resolving any dispute related to the calculation of the Closing Net Working Capital Amount. Andrews and Partner shall be responsible for the fees and expenses of their respective accountants and advisors retained in respect of this Section 2.5(c).

(ii) If Partner disputes any item in the calculation of the Closing Net Working Capital Amount or believes that a Modification Event (as defined below) has occurred, then Partner may deliver a written notice (a "Dispute Notice") to Andrews at any time during the 30-day period commencing upon receipt by Partner of the Closing Date Schedule (the "Review Period"). The Dispute Notice shall specify the amounts and calculations with which Partner disagrees in reasonable detail and the basis for any such dispute in reasonable detail and Partner's proposed change (and if Partner believes a Modification Event has occurred, Partner's proposed calculation of the Modified Targeted Net Working Capital Amount (as defined below)), and the Dispute Notice shall only include the calculation of the Modified Targeted Net Working Capital Amount, if applicable, and good faith disagreements based on the calculation of the Closing Net Working Capital Amount not being calculated in accordance with the applicable provisions of this Agreement.

(iii) If Partner does not deliver a Dispute Notice in accordance with Section 2.5(c)(ii) prior to the expiration of the applicable Review Period, then the Andrews' calculation of the Closing Net Working Capital Amount set forth in the Closing Date Schedule shall be deemed final and binding on Andrews, Partner and the JV Entity for all purposes of this Agreement.

(iv) If Partner delivers a Dispute Notice in accordance with Section 2.5(c)(ii) prior to the expiration of the applicable Review Period, then Andrews and Partner shall use commercially reasonable efforts to reach agreement on the Closing Net Working Capital Amount in good faith and promptly following any such agreement shall deliver notice to the JV Entity specifying in reasonable detail Andrews' and Partner's resolution thereof. If Andrews and Partner are unable to reach agreement on the Closing Net Working Capital Amount within 30 days after the end of the applicable Review Period, Andrews and Partner shall promptly (and, in any event, within 10 Business Days) mutually engage, and submit such dispute (and their respective calculations as to each disputed item, as set forth in the Closing Date Schedule or the Dispute Notice, as applicable) to Ernst & Young (such firm, or, if such firm is unable or unwilling to act, such other nationally recognized public accounting firm as shall be agreed upon in writing by Andrews and Partner, being referred to herein as the "Accounting Firm"). In connection with the resolution of any such dispute by the Accounting Firm: (A) the Accounting Firm shall conduct a conference, at which conference each of Andrews and Partner shall have the right to present their respective positions and written submissions as to any disputed issues with respect to the Closing Date Schedule and the calculation of any of the Closing Net Working Capital Amount and any additional information relating thereto and to have present their respective advisors, counsel and accountants, (B) the Accounting Firm shall determine the Closing Net Working Capital Amount and, if applicable, the Modified Targeted Net Working Capital Amount, in accordance with the terms of this Agreement within 30 days of such submission and upon reaching such determination shall deliver a copy of its calculations (the "Expert Calculations") to Andrews, Partner and the JV Entity and (C) the determination made by the Accounting Firm of the Closing Net Working Capital Amount shall be final and binding on Andrews, Partner and the JV Entity for all purposes of this Agreement, absent manifest error. In calculating the Closing Net Working Capital Amount, the Accounting Firm (x) shall be limited to addressing only the particular disputes referred to in the Dispute Notice(s) and (y) such calculation shall, with respect to any disputed item, be no greater than the highest amount, and no less than the lowest amount, submitted by Andrews or Partner to the Accounting Firm. The Expert Calculations shall reflect in detail the differences, if any, between the Closing Net Working Capital Amount reflected therein and the Closing Net Working Capital Amount set forth in the Closing Date Schedule, as well as any related differences in the Closing Date Schedule. If any assets that should have been included in the Targeted Net Working Capital Amount were incorrectly omitted from the Targeted Net Working Capital Amount (a "Modification Event"), then the Targeted Net Working Capital Amount shall be recalculated to include the book value of such omitted assets (such recalculated amount, the "Modified Targeted Net Working Capital Amount"). The fees and expenses of the Accounting Firm shall be borne the JV Entity.

(d) Payment Upon Final Determination of Adjustments. After the Closing Net Working Capital Amount has been finally determined in accordance with Section 2.5(c) (the "Final Closing Net Working Capital Amount"), the Andrews Investment Amount shall be recalculated by substituting the Final Closing Net Working Capital Amount for the Estimated Net Working Capital Amount and, if a Modification Event has occurred, substituting the Modified Targeted Net Working Capital Amount for the Targeted Net Working Capital Amount (such recalculated amount, the "Adjusted Andrews Investment Amount") and:

(i) if the Andrews Investment Amount exceeds the Adjusted Andrews Investment Amount, the JV Entity shall pay to Andrews (by wire transfer of immediately available funds) the amount of such excess no later than two Business Days after the determination of the Final Closing Net Working Capital Amount; or

(ii) if the Adjusted Andrews Investment Amount exceeds the Andrews Investment Amount, Andrews shall pay to the JV Entity (by wire transfer of immediately available funds) the amount of such excess no later than two Business Days after the determination of the Final Closing Net Working Capital Amount.

ARTICLE III
PARTNER INVESTMENT

Section 3.1 Issuance of Preferred Units. On the terms and subject to the conditions of this Agreement, at the Closing, the JV Entity agrees to issue and sell to Partner, and Partner agrees to purchase from the JV Entity, the Partner Units, for an aggregate purchase price equal to the Partner Investment Amount, which aggregate purchase price shall be paid by wire transfer in immediately available funds on the Closing Date to the account designated in writing by the JV Entity at least five Business Days in advance of the Closing Date. Upon receipt of the Partner Investment Amount, the JV Entity shall immediately contribute the Partner Investment Amount to Nathan Intermediate.

ARTICLE IV
CLOSING

Section 4.1 Closing Date. Subject to fulfillment or waiver (where permissible) of the conditions set forth in ARTICLE X and ARTICLE XI, the Closing shall be consummated on the same date on which the consummation of the Nathan Transaction occurs, concurrently with the closing of the Nathan Transaction, remotely via the electronic exchange of documents and signature pages, or at such other time and place as shall be agreed upon by Partner and Andrews. The date on which the Closing is actually held is referred to herein as the "Closing Date".

Section 4.2 The Company's Closing Date Deliveries. Subject to fulfillment or waiver (where permissible) of the conditions set forth in ARTICLE X and ARTICLE XI, at the Closing, the Company shall issue and deliver to Andrews counterparts of each Company Ancillary Agreement, duly executed on behalf of the Company.

Section 4.3 The JV Entity's Closing Date Deliveries. Subject to fulfillment or waiver (where permissible) of the conditions set forth in ARTICLE X and ARTICLE XI, at the Closing, the JV Entity shall issue and deliver to Andrews and/or Partner, as applicable, all of the following:

(a) To Andrews, evidence of the issuance of the Andrews Units;

(b) To Partner, evidence of the issuance of the Partner Units; and

(c) Counterparts of each JV Entity Ancillary Agreement (to the extent not executed prior to the Closing), duly executed on behalf of the JV Entity.

Section 4.4 Partner's Closing Date Deliveries. Subject to fulfillment or waiver (where permissible) of the conditions set forth in ARTICLE X and ARTICLE XI, at the Closing, Partner shall deliver to Andrews and/or the JV Entity, as applicable, all of the following:

(a) To the JV Entity, the Partner Investment Amount in the manner contemplated by Section 3.1; and

(b) Counterparts of each Partner Ancillary Agreement (to the extent not executed prior to the Closing), duly executed on behalf of Partner.

Section 4.5 Andrews's Closing Date Deliveries. Subject to fulfillment or waiver (where permissible) of the conditions set forth in ARTICLE X and ARTICLE XI, at the Closing, Andrews shall deliver, or cause an Affiliate to deliver, to Partner, the JV Entity and/or the Company, as applicable, all of the following:

(a) To the JV Entity, the Andrews Investment Amount, in the manner contemplated by Section 2.4;

(b) Evidence of the release of Encumbrances on the Transferred Assets arising under the Andrews Credit Facility from the administrative agent to the lenders thereunder; and

(c) Counterparts of each Andrews Ancillary Agreement (to the extent not executed prior to the Closing), duly executed on behalf of Andrews or one of its Affiliates.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF ANDREWS

As an inducement to Partner and the JV Entity to enter into this Agreement and to consummate the transactions contemplated hereby, Andrews represents and warrants to Partner and the JV Entity, except as set forth in the Disclosure Schedule in accordance with Section 14.11, as follows:

Section 5.1 Organization and Qualification of the Company and the Andrews Parties. (a) The Company and each Andrews Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (b) the Company and each Andrews Party is duly qualified to conduct business and in good standing under the laws of each jurisdiction in which the ownership of the Transferred Assets or the operation of the Business requires such qualification, except for failures that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Business. Prior to the Contribution Effective Time, the Company did not engage in any activities.

Section 5.2 Power and Authority. The Company and each Andrews Party has all requisite corporate or limited liability company power and authority required to own, lease and operate the Transferred Assets, and to carry on the Business as currently conducted.

Section 5.3 Capital Structure.

(a) All of the outstanding equity interests of the Company have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive rights. The Company Equity Interests are the only outstanding equity interests of the Company and there are no options, warrants or rights of conversion or other rights, agreements, arrangements or commitments obligating the Company to issue or sell any of its equity interests or securities convertible into or exchangeable for equity interests of the Company. Nathan Intermediate owns all of the Company Equity Interests free and clear of all Encumbrances other than Permitted Encumbrances and Andrews LLC had the applicable power and authority to contribute the Company Equity Interests to the JV Entity through the Andrews Equity Assignment Transactions. Except as set forth in the Agreement Regarding Consent Rights, there are no voting trusts, stockholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the equity interests of the Company.

(b) All of the outstanding equity interests of Nathan Merger Co. have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive rights. Nathan Intermediate owns all of the outstanding equity interests of Nathan Merger Co. free and clear of all Encumbrances other than Permitted Encumbrances and there are no options, warrants or rights of conversion or other rights, agreements, arrangements or commitments obligating Nathan Merger Co. to issue or sell any of its equity interests or securities convertible into or exchangeable for equity interests of Nathan Merger Co. Except as set forth in the Agreement Regarding Consent Rights, there are no voting trusts, stockholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the equity interests of Nathan Merger Co.

(c) All of the outstanding equity interests of Nathan Intermediate have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive rights. The JV Entity owns all of the outstanding equity interests of Nathan Intermediate free and clear of all Encumbrances other than Permitted Encumbrances and there are no options, warrants or rights of conversion or other rights, agreements, arrangements or commitments obligating Nathan Intermediate to issue or sell any of its equity interests or securities convertible into or exchangeable for equity interests of Nathan Intermediate. Except as set forth in the Agreement Regarding Consent Rights, there are no voting trusts, stockholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the equity interests of Nathan Intermediate.

Section 5.4 Authority of the Andrews Parties and the Company; Conflicts.

(a) Each Andrews Party has all requisite corporate or limited liability company authority to enter into this Agreement and the Andrews Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Andrews Ancillary Agreements by Andrews and, as applicable, the other Andrews Parties and the consummation by Andrews and the other Andrews Parties of the transactions contemplated hereby and thereby have been duly authorized

by all necessary corporate or limited liability company action on the part of each Andrews Party. This Agreement has been duly executed and delivered by Andrews and (assuming the valid authorization, execution and delivery of this Agreement by Partner and the validity and binding effect of this Agreement on Partner) constitutes the valid and binding obligation of Andrews enforceable against Andrews in accordance with its terms, and each of the Andrews Ancillary Agreements, upon execution and delivery by Andrews or another Andrews Party, as applicable, will be (assuming the valid authorization, execution and delivery by Partner, where Partner is a party, and any other party or parties thereto) a legal, valid and binding obligation of Andrews or such other Andrews Party enforceable in accordance with its terms, subject, in the case of this Agreement and each of the Andrews Ancillary Agreements, to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) The Company has all requisite limited liability company authority to enter into this Agreement and the Company Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Company Ancillary Agreements by the Company and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of the Company. This Agreement has been duly executed and delivered by the Company and (assuming the valid authorization, execution and delivery of this Agreement by Partner and the validity and binding effect of this Agreement on Partner) constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, and each of the Company Ancillary Agreements, upon execution and delivery by the Company will be (assuming the valid authorization, execution and delivery by Partner, where Partner is a party, and any other party or parties thereto) a legal, valid and binding obligation of the Company enforceable in accordance with its terms, subject, in the case of this Agreement and each of the Company Ancillary Agreements, to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(c) Except as set forth in Section 5.4 of the Disclosure Schedule, the execution and delivery of this Agreement or any of the Andrews Ancillary Agreements or the Company Ancillary Agreements by the Andrews Parties or the Company, as applicable, the consummation of any of the transactions contemplated hereby or thereby by the Andrews Parties or the Company and compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by the Andrews Parties or the Company will not, and the Andrews Equity Assignment Transactions and the Andrews Asset Assignment Transaction did not:

(i) assuming the receipt of all necessary consents and approvals, the filing of all necessary documents and the expiration or termination of any applicable waiting period as described in Section 5.4(c)(ii), result in a violation or breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon any of the Transferred Assets, under (1) the certificate of incorporation or formation or by-laws or operating agreement (or similar organizational documents) of the Company or the Andrews Parties, (2) any Business Agreement to which the Company or any Andrews Party is bound, (3) any Court Order to which the Company or any Andrews Party is a party or by which the Company or any Andrews Party is bound in respect of the Business or any

Transferred Asset or the Company Equity Interests or (4) any Requirements of Law affecting any Andrews Party, other than, in the case of clauses (2), (3) and (4) above, any such breaches, defaults, rights, loss of rights or Encumbrances that would not, individually or in the aggregate, reasonably be expected to be material to the Business or would not prevent the consummation of any of the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by the Company or any Andrews Party of any declaration, filing or registration with, any Governmental Body, except (1) in connection, or in compliance, with the provisions of any Competition Laws, (2) the filing with the SEC of such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby, (3) such consents, approvals, filings and notices as may be required under any Requirements of Law applicable to the Business, (4) such filings as may be required in connection with the Taxes described in Section 9.2(a)(iv), and (5) such approvals, consents, authorizations, declarations, filings or registrations the failure of which to be obtained or made would not, individually or in the aggregate, reasonably be expected to be material to the Business or would not prevent the consummation of any of the transactions contemplated hereby.

Section 5.5 Financial Information.

(a) Section 5.5 of the Disclosure Schedule contains the unaudited balance sheet and income statement of the Business as of and for the twelve months ended December 31, 2015 (the "Financial Information"). The results of operations reflected in the income statement of the Business included in the Financial Information, together with (a) the annual expenses of the Business associated with services provided for under the Transition Services Agreement and (b) the indirect compensation and benefits costs associated with the oversight of the Business by Andrews' management personnel, fairly reflect, in all material respects, the results of operations of the Business for the twelve months ended December 31, 2015. The Financial Information has been prepared from, and is in accordance with and accurately reflects in all material respects, the books and records of Andrews relating to the Business. The accounts included in the Financial Information were prepared in accordance with the accounting policies used in preparing Andrews' audited financial statements, which are prepared in accordance with GAAP.

(b) As of the Closing, the Company shall have no liabilities or obligations with respect to the Business other than (i) the Assumed Liabilities, (ii) liabilities with respect to the Business arising in the ordinary course since the Contribution Effective Time, (iii) liabilities constituting Excluded Liabilities for purposes of Section 12.1(a)(iv) pursuant to the last paragraph of Section 2.3(b), (iv) liabilities under the Company Ancillary Agreements and (v) any indemnification obligations arising under Section 12.2(b)(i); provided, however, that, for the avoidance of doubt, any liabilities or obligations of the Company arising in connection with the Debt Financing or the Nathan Transaction shall not be deemed to be liabilities or obligations with respect to the Business.

Section 5.6 Operations Since Financial Information Date. Since the Financial Information Date, there have been no changes, events, circumstances, developments, occurrences or effects that have had, or would reasonably be expected to have, a Material Adverse Effect. Since the Financial Information Date through the date of this Agreement, the Andrews Parties and the Company have conducted the Business in the ordinary course

substantially consistent with past practice. Without limiting the generality of the preceding sentence, since the Financial Information Date through the date of this Agreement and except as set forth in Section 5.6 of the Disclosure Schedule, the Andrews Parties (in respect of the Business or the Transferred Assets) and the Company have not taken any of the actions or engaged in any of the activities identified in Section 8.4(b).

Section 5.7 Taxes.

(a) Each Andrews Party and each of the JV Entity, Nathan Intermediate, and the Company has, in respect of the Business and the Transferred Assets, properly filed all Tax Returns required to have been filed on or before the date hereof.

(b) All material Taxes due from any Andrews Party or the JV Entity, Nathan Intermediate, or the Company, in each case in respect of the Business and the Transferred Assets (whether or not shown to be due on the Tax Returns referred to in clause (a)) have been timely and properly paid. The JV Entity, Nathan Intermediate, and the Company do not have any liability for Taxes of any other Person as a result of any transferee or successor liability or under any contract (other than any commercial contract the primary subject matter of which is not Taxes).

(c) To the extent related to Taxes for which the JV Entity, Nathan Intermediate, or the Company may be liable in each case after the Closing Date, no material issues that have been raised in writing by the relevant taxing authority in connection with the examination of the Tax Returns referred to in clause (a) are currently pending.

(d) To the extent related to Taxes for which the JV Entity, Nathan Intermediate or the Company may be liable in each case after the Closing Date, all material deficiencies asserted in writing or material assessments made in writing as a result of any examination of any Andrews Party by a taxing authority have been paid in full.

(e) The Company, the JV Entity and Nathan Intermediate were each formed solely to enter into the Andrews Asset Assignment Agreement and this Agreement and to consummate the transactions contemplated thereby and hereby, and none of the Company, the JV Entity or Nathan Intermediate has engaged in any action or activity that is not contemplated by the Andrews Asset Assignment Agreement or this Agreement or has incurred any liability for Taxes other than as a result of any such action or activity (which contemplated actions and activities shall, for the avoidance of doubt, include the operation of the Business on and after the Contribution Date). Except as contemplated by Section 9.2(e), each of the Company, the JV Entity and Nathan Intermediate is, and at all times since its formation has been, disregarded as an entity separate from Andrews within the meaning of Treasury Regulation Section 301.7701-3(b).

Notwithstanding anything to the contrary in this Agreement, this Section 5.7 and Section 5.17 are the sole representations and warranties of Andrews with respect to Tax matters.

Section 5.8 Governmental Permits. Except as set forth in Section 5.8 of the Disclosure Schedule, the Company or the Andrews Parties own, hold or possess all material licenses, franchises, permits, privileges, immunities, approvals and other authorizations from a Governmental Body that are necessary to entitle them to own or lease, operate and use the Transferred Assets and to carry on and conduct the Business substantially as currently conducted (collectively, the "Governmental Permits"). All Governmental Permits are in full force and effect and the Company and each Andrews Party is in compliance in all material respects with all terms and conditions of the Governmental Permits.

Section 5.9 Real Property. Neither the Andrews Parties nor the Company own any real property used in or relating to the Business. Section 5.9 of the Disclosure Schedule sets forth the address of each location at which any Andrews Party or the Company is a lessee of or operates any real property (a) where any Business Employee works or (b) where any tangible Transferred Assets are located.

Section 5.10 Title to Property. The Company has valid title to each Transferred Asset, free and clear of all Encumbrances, except for Permitted Encumbrances. All material tangible Transferred Assets are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently being used. For the avoidance of doubt, this Section 5.10 is not intended to be, and shall not be deemed or construed to be, a representation or warranty with respect to Intellectual Property or Technology.

Section 5.11 Intellectual Property.

(a) Section 5.11(a) of the Disclosure Schedule contains a list of (i) all registrations and applications for registrations of Trademarks, (ii) Copyrights in Assigned Components, and (iii) any Internet domain names and registrations thereof, in each instance of the foregoing clauses (i) – (iii), that are owned by the Andrews Parties or any of their respective Affiliates and which relate exclusively to the Business or the Transferred Assets. Except for the Assigned Intellectual Property (including the Trademarks, Copyrights, Software and Internet domain names listed on Section 5.11(a) of the Disclosure Schedule), there is no Intellectual Property owned by the Andrews Parties or any of their respective Affiliates that relate exclusively to the Business or the Transferred Assets or that is used exclusively in the operation of the Business.

(b) The Company (or, with respect to any Assigned Intellectual Property that has come, or come, into existence after the Contribution Date and exist as of the Closing, to be conveyed to the Company pursuant to Section 2.1(a), the Andrews Parties) exclusively own the entire right, title and interest in and to all Assigned Intellectual Property, free and clear of any Encumbrances (other than Permitted Encumbrances). The Andrews Parties exclusively own all right, title and interest in, or have the right to grant licenses to, the Intellectual Property and Technology licensed to Company pursuant to the License Agreement ("Licensed IP").

(c) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, to the Knowledge of Andrews: (i) all registrations for Trademarks or Copyrights identified in Section 5.11(a) of the Disclosure Schedule are in force and all pending applications to register any unregistered Trademarks so identified are in good standing, all without challenge of any kind; and (ii) the Andrews Parties have the right to bring actions for infringement or unauthorized use of the Trademarks and Copyrights identified in Section 5.11(a) of the Disclosure Schedule.

(d) To the Knowledge of Andrews, the conduct of the Business as currently conducted, including the Assigned Intellectual Property and Business Software, does not infringe (directly or indirectly), misappropriate, or otherwise violate any Intellectual Property rights of any other Person. No Andrews Party nor any of its Affiliates has received any written notice

between January 1, 2013 and the date of this Agreement of any alleged infringement, misappropriation or violation of any third party Intellectual Property rights by an Andrews Party or its Affiliate, or an offer to license Intellectual Property rights of any other Person in respect of the conduct of the Business. To the Knowledge of Andrews, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating, any Assigned Intellectual Property or any Licensed IP as it relates to the Business. As it relates to the Business, no Andrews Party nor any of its Affiliates has entered into any agreement to indemnify any Person against any charge of infringement of any Intellectual Property rights, other than indemnification obligations arising in the ordinary course of business or under or in connection with the Business's unmodified form of standard agreement for the distribution of the Business Software or provision of such Business Software on a software-as-a-service, web-based application, or other service basis.

(e) No proceedings are pending or, to the Knowledge of Andrews, which challenge the validity or enforceability of any Trademarks or Copyrights identified in Section 5.11(a) of the Disclosure Schedule, or the use or ownership of any Assigned Intellectual Property.

(f) To the Knowledge of Andrews, neither the execution and delivery of the Andrews Asset Assignment Agreement nor this Agreement (or any other agreements, instruments or documents being or to be executed and delivered under the Andrews Asset Assignment Agreement or this Agreement or to conduct the Business as currently conducted) nor the consummation of the transactions contemplated by the Andrews Asset Assignment Agreement or this Agreement (or any other agreements, instruments or documents being or to be executed and delivered under the Andrews Asset Assignment Agreement or this Agreement or to conduct the Business as currently conducted) has, resulted in, or will, with or without notice or lapse of time, result in, or has given or give any other Person the right or option to cause or declare (i) a loss of, or Encumbrance on, any Assigned Intellectual Property, (ii) loss or Encumbrance on or payment of additional amounts with respect to, nor require the consent of any other Person in respect of, the Company's right to use and license the Business Software as currently conducted, (iii) a breach of any Inbound Company IP License, (iv) the release, disclosure, or delivery of any Business Software by or to any escrow agent or other Person, or (v) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to, or in any of the Assigned Intellectual Property.

(g) Each Andrews Party and each of its Affiliates has taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information contained in the Assigned Intellectual Property and the Licensed IP that such Andrews Party or the Company, as applicable, holds, or purports to hold, as a trade secret.

(h) To the Knowledge of Andrews, none of the Business Software (i) contains any bug, defect, or error that materially and adversely affects the use, functionality, or performance of such Business Software, or (ii) fails to materially comply with any applicable warranty or other contractual commitment relating to the use, functionality, or performance of such Business Software. To the Knowledge of Andrews, no Business Software contains any "virus" or any other code designed or intended to have, or capable of: (x) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (y) damaging or destroying any data or file without the user's consent.

(i) No source code for any Business Software has been delivered, licensed or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of an Andrews Party other than pursuant to a third-party Software escrow arrangement entered into in the ordinary course of business for the benefit of a customer. No Andrews Party nor any of its Affiliates has any duty or obligation to deliver, license, or make available the source code for any Business Software to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of an Andrews Party other than pursuant to a third-party Software escrow arrangement entered into in the ordinary course of business for the benefit of a customer. To the Knowledge of Andrews, no Business Software is subject to any "copyleft" or other obligation or condition (including any obligation or condition under any license to software that is distributed as "free software," "open source software" or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License and BSD Licenses)) that (i) could require, or could condition the use or distribution of such Business Software on, the disclosure, licensing, or distribution of any source code for any portion of such Business Software, or (ii) could otherwise impose any limitation, restriction, or condition on the right or ability of an Andrews Party or its Affiliate (or Company post-Closing) to use or distribute any Business Software.

(j) To the Knowledge of Andrews, all of the information technology and computer systems (including information technology and telecommunication hardware, communications networks and data centers) relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information whether or not in electronic format, used in the Business (the "IT Systems") operate and perform in all material respects in a manner that permits the Andrews Parties (and/or their respective Affiliate or Affiliates, as applicable) to conduct the Business as currently conducted and planned to be conducted, and each Andrews Party or each such Affiliate (as applicable) has purchased a sufficient number of license seats for all Software used by such Andrews Party or each such Affiliate (as applicable) to conduct the Business as currently conducted and planned to be conducted. With respect to the IT Systems: (i) to the Knowledge of Andrews, there have been no successful unauthorized intrusions or breaches of the security thereof, (ii) there has not been any material malfunction thereof that has not been remedied or replaced in all material respects, or any unplanned downtime or service interruption thereof, (iii) each Andrews Party or each such Affiliate (as applicable) has used reasonable efforts to implement any and all security patches or security upgrades that are generally available therefor, and (iv) no third party providing technology services to any Andrews Party or its Affiliate has failed to meet any service obligations. As it relates to the Business, each Andrews Party and each of its Affiliates has implemented reasonable backup and recovery technology processes consistent with industry standard practices.

(k) Except for Contracts entered into in the ordinary course of business pursuant to which Andrews or its Affiliates have granted a non-exclusive Intellectual Property license with respect to any Assigned Intellectual Property or any Business Software, none of the Andrews Parties nor any of their respective Affiliates is bound by, and no Assigned Intellectual Property is subject to, any Contract containing any covenant or other provision that in any material way limits or restricts the ability of any Andrews Party or any of its Affiliates to use, exploit, make available, assert or enforce any Assigned Intellectual Property or any Business Software anywhere in the world in the manner in which the Business is currently being conducted or as currently planned to be conducted.

(l) Notwithstanding anything else in this Agreement, Partner, the JV Entity and the Company each acknowledge and agree that the representations and warranties set forth in this Section 5.11 are the only representations and warranties being made by Andrews with respect to matters regarding Intellectual Property infringement, misappropriation or violation.

Section 5.12 Assets Used in the Business. Except as set forth in Section 5.12 of the Disclosure Schedule, the Shared Contracts subject to Section 2.2, the Intellectual Property licensed to the Company pursuant to the License Agreement, the other Excluded Assets and the assets used to provide the services under the Transition Services Agreement, the Transferred Assets constitute all of the material assets used by the Andrews Parties or any of their respective Affiliates to operate the Business as currently conducted by the Andrews Parties and their respective Affiliates. The Transferred Assets, the Intellectual Property licensed to the Company pursuant to the License Agreement and the assets used to provide the services under the Transition Services Agreement constitute all of the material Intellectual Property used to operate the Business as conducted by the Andrews Parties and their respective Affiliates as of the date hereof. Nothing in this Section 5.12 constitutes an additional representation or warranty with respect to title to or the condition of any assets or properties (whether real or personal, tangible or intangible, owned, leased or held under license), any and all representations or warranties with respect to which are set forth in other sections of this ARTICLE V.

Section 5.13 No Violation, Litigation or Regulatory Action.

(a) Each Andrews Party (with respect to the Business) and the Company is, and since January 1, 2013 has been, in compliance in all material respects with all applicable Requirements of Law and Court Orders, other than matters relating to Taxes or compliance with Environmental Laws or Environmental Permits, all representations with respect to which are the subject of Section 5.7 and Section 5.18, respectively. No Andrews Party in connection with the Business or any Transferred Assets are subject to any Court Order. The Company is not subject to any Court Order.

(b) Except as set forth in Section 5.13 of the Disclosure Schedule, as of the date hereof, there are no audits, actions, suits, claims, governmental inquiries, proceedings or, to the Knowledge of Andrews, investigations, pending or, to the Knowledge of Andrews, threatened against the Andrews Parties (with respect to the Business) or the Company.

(c) As of the date hereof, there is no action, suit, claim, governmental inquiry, proceeding or, to the Knowledge of Andrews, investigation, pending (with respect to which Andrews has been served or notified) or, to the Knowledge of Andrews, threatened that questions the legality of the transactions contemplated by this Agreement or any of the Andrews Ancillary Agreements or Company Ancillary Agreements.

Section 5.14 Compliance with Health Care Laws and Privacy Laws.

(a) Since January 1, 2013, Andrews (with respect to the Business), the Company and each director, officer, and to the Knowledge of Andrews, employee of Andrews (with respect to the Business) or the Company, has complied with the requirements of all applicable Health Care Laws. Andrews has implemented policies, procedures, and/or programs

designed to assure that Andrews (with respect to the Business), the Company and their members, managers, directors, officers, employees, agents and personnel are in compliance with the Healthcare Laws. Except as set forth in Section 5.14 of the Disclosure Schedule, since January 1, 2013, Andrews (with respect to the Business), including its subsidiaries, has not received any written notice from any Governmental Body, nor, to the Knowledge of Andrews, has any such written notice, claim, or action been filed or commenced against Andrews (with respect to the Business) or the Company to the effect that Andrews (with respect to the Business) or the Company is not in material compliance with any applicable Health Care Law.

(b) None of Andrews (with respect to the Business), the Company nor any directors, officers, employees, or agents of Andrews (with respect to the Business) or the Company, nor to the Knowledge of Andrews, any subcontractor of Andrews (with respect to the Business) or the Company, has been excluded from participation in any Federal Health Care Program. None of Andrews (with respect to the Business), the Company , nor to the Knowledge of Andrews, any directors, officers or employees of Andrews (with respect to the Business) or the Company,, has been convicted of any crime for which exclusion is permitted under 42 U.S.C. § 1320a-7. To the Knowledge of Andrews, no such exclusion proceedings are pending or threatened in writing against any representative of Andrews (with respect to the Business) or the Company. Neither Andrews (with respect to the Business) nor the Company is a party to a corporate integrity agreement nor does Andrews (with respect to the Business) or the Company have any reporting obligations pursuant to a settlement agreement, consent decree, plan of correction or other remedial measure entered into with any Governmental Body.

(c) Neither Andrews (with respect to the Business) nor the Company participates in, is authorized to bill, or has directly claimed or received reimbursement from any Federal Health Care Program or from any other third party payor program. Neither Andrews (with respect to the Business) nor the Company employs or contracts with any physicians or other healthcare professionals to provide professional healthcare services requiring a license or accreditation under any Health Care Law.

(d) Since January 1, 2013, neither Andrews (with respect to the Business), the Company nor, to the Knowledge of Andrews, any director, officer, or employee of Andrews (with respect to the Business) or the Company has: (i) offered, paid, solicited or received any remuneration (including any kickback, bribe, or rebate), in material violation of any Health Care Law directly or indirectly, overtly or covertly, in cash or in kind (A) in return for referring or inducing the referral of an individual to a Person for the furnishing or the arranging for the furnishing of any item or service for which payment may be made in whole or in part by a Federal Health Care Program, or (B) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering of any good, facility, service, or item for which payment may be made in whole or in part by a Federal Health Care Program; or (ii) knowingly made or caused to be made or used any false record or statement (or omitted to state a material fact required to be stated therein) material to a false or fraudulent claim for payment submitted to a Governmental Body or Federal Health Care Program.

(e) At all times since January 1, 2013, Andrews (with respect to the Business) has adopted and implemented compliance policies, procedures, and/or programs designed to assure that Andrews (with respect to the Business), the Company and their employees and personnel are in material compliance with the Privacy Laws. The Company and each of the Andrews Parties (with respect to the Business) has at all times since January 1, 2013 complied

in all material respects with applicable provisions of the Privacy Laws, including: (i) compliance by the Company and each of the Andrews Parties (with respect to the Business) with its respective privacy and security policies and procedures related to the transmission and security of Personal Information and related breach notifications; (ii) compliance by the Company and each of the Andrews Parties (with respect to the Business) with all contractual and regulatory "business associate" requirements or "subcontractor business associate" requirements as defined under HIPAA; (iii) compliance by the Company and each of the Andrews Parties (with respect to the Business) with the breach notification requirements under HIPAA; and (iv) obtaining, by the Company and each of the Andrews Parties (with respect to the Business), all material approvals and licenses necessary to Process Personal Information and Processing such Personal Information in accordance with the scope of such approvals and licenses.

Section 5.15 Contracts. Except as set forth in Section 5.15 of the Disclosure Schedule, as of the date of this Agreement, no Andrews Party nor any of the Andrews Parties' respective Affiliates (including the Company) is a party to or bound by any of the following Contracts relating to the Business:

(a) any Contract for the purchase by the Andrews Parties or the Company of services, supplies, components or equipment which involved the payment by the Business of more than $250,000 in the fiscal year ended December 31, 2015;

(b) any Contract with a Top 25 Material Client or for the sale by the Andrews Parties or the Company of any services or products of the Business which involved the payment to the Business of more than $250,000 in the fiscal year ended December 31, 2015;

(c) any Contract for capital expenditures (including capitalized software costs) or the acquisition or construction of fixed assets requiring the payment of an amount in excess of $250,000;

(d) any loan agreements, promissory notes, indentures, bonds or other instruments involving indebtedness for borrowed money (excluding intercompany indebtedness and non-trade accounts) or any guarantees of any such indebtedness;

(e) any Contracts pursuant to which any Intellectual Property related to the Business or used in the operation of the Business has been licensed to any Andrews Party or any of the Andrews' Parties respective Affiliates (collectively, "Inbound Company IP Licenses") (other than commercially-available Software licensed pursuant to non-exclusive, non-negotiated Contracts for the use of third-party Intellectual Property that are generally commercially available on standard terms or other standard Contracts for Intellectual Property with annual or individual royalty or license fees of less than $1,000,000 except to the extent such Software is (i) incorporated into any Business Software and material to the operation of such Business Software or (ii) necessary to integrate any Business Software with third party Software and is material to the Business);

(f) any Contracts pursuant to which any Assigned Intellectual Property or any Intellectual Property or Technology exclusively licensed to the Company pursuant to the License Agreement has been licensed by any Andrews Party or its Affiliate to a third party or wherein rights have been granted by any Andrews Party or its Affiliate to a third party (whether or not currently exercisable) outside the ordinary course of business;

(g) any partnership, joint venture or other similar agreement or arrangement and agreements with respect to the acquisition or disposition of any business, assets or securities outside the ordinary course of business;

(h) any Contract with any Top 25 Material Client or, to the Knowledge of Andrews, any other Contract that (i) contains any covenant that materially restricts or limits the freedom of the Business to compete with any Person in any line of business or in any territory, (ii) contains any so-called "most favored nation" provision or any similar provision requiring such Andrews Party or the Company to offer a Person any terms, conditions or concessions that are at least as favorable as those offered to one or more other Persons, or (iii) provides for "exclusivity" with respect to sales, distribution, licensing, marketing or development undertaken by the Business;

(i) other than Contracts with respect to employment, compensation or benefits-related matters and the Company Ancillary Agreements, Contracts between the Company, on one hand, and any director, officer or Affiliate of Andrews or any other Related Party, on the other hand that will continue following the Closing; or

(j) any Contract with a Governmental Body.

Section 5.16 Status of Contracts. As of the date hereof, each of the Contracts listed in Section 5.15 of the Disclosure Schedule (collectively, the "Business Agreements") is in full force and effect and represents a legally valid and binding obligation of the Company or the applicable Andrews Party thereto and, to the Knowledge of Andrews, each other party thereto. Each of the Company or the applicable Andrews Party has performed, in all material respects, all obligations required to be performed by it under each of the Business Agreements to which it is a party. Neither the Andrews Parties nor the Company are in, or, to the Knowledge of Andrews, alleged to be in, and, to the Knowledge of Andrews, no other party thereto is in, material breach or material default under any of the Business Agreements. As of the date hereof, neither the Company nor any Andrews Party has received any written (or, to the Knowledge of Andrews, oral) notice of cancellation or termination of any Business Agreement. Except as set forth in Section 5.16 of the Disclosure Schedule, true, correct and complete copies of each of the Business Agreements have been made available to Partner, including all amendments applicable thereto.

Section 5.17 Employee Benefits.

(a) Section 5.17(a) of the Disclosure Schedule sets forth each (i) Pension Plan, (ii) Welfare Plan, and (iii) each other material plan, program, policy, practice, agreement or arrangement providing compensation or benefits of any kind (excluding base compensation and overtime), which in each case of (i), (ii) or (iii) is sponsored, maintained, contributed to or required to be contributed to by Andrews or its Affiliates and in which at least one Business Employee is eligible to participate (each, a "Business Plan"). Except as specifically noted in Section 5.17(a) of the Disclosure Schedule, no Business Plan is subject to Requirements of Law outside the United States (each such Business Plan so specifically noted an "International Business Plan").

(b) Andrews has made available to Partner a true and correct copy or summary of each Business Plan.

(c) Except as would not reasonably be expected to result in material liability to the Company, (i) each Business Plan has been maintained and operated in all material respects in accordance with its terms and all applicable Requirements of Law, (ii) no material litigation or asserted claims against Andrews or its Affiliates by any current or former Business Employee exists with respect to any such Business Plan other than claims for benefits in the ordinary course of business, (iii) there are no audits, inquiries or proceedings pending or, to the Knowledge of Andrews, threatened by any Governmental Body with respect to any Business Plan, and (iv) all contributions, premiums and any other payments required by or due for each Business Plan and any Business Plan service provider have been timely paid in all material respects.

(d) Each Business Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS as to its qualification under the Code, and to the Knowledge of Andrews, no event has occurred since the date of such determination letter that would reasonably be expected to materially adversely affect such qualification.

(e) No Business Plan is a Pension Plan subject to Title IV of ERISA or Code Section 412 or a "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA. No Business Plan provides medical or welfare benefits (through insurance or otherwise) or for continuation of such benefits or coverage, in any case, after termination of employment, except as required by Part 6 of Subtitle I of ERISA and Section 4980B of the Code.

(f) No International Business Plan is a defined benefit pension plan.

Section 5.18 Environmental Compliance. Other than those matters which would not, individually or in the aggregate, reasonably be expected to be material to the Business: (a) the Company and each Andrews Party is in compliance with all applicable Environmental Laws and Environmental Permits with respect to the Business; (b) there are no actions or proceedings pending, or to the Knowledge of Andrews, threatened, against any Andrews Party (in respect to the Business) or the Company alleging noncompliance with or liability under any Environmental Law; and (c) neither the Company nor any Andrews Party has received written notice that it is liable under Environmental Laws relating to the off-site disposal of wastes generated by the operations of the Business.

The representations and warranties set forth in this Section 5.18 are the Andrews Parties' sole and exclusive representations regarding environmental matters.

Section 5.19 Employee Relations and Agreements.

(a) Section 5.19 of the Disclosure Schedule contains a true and complete listing, as of a recent date, of each Business Employee, along with their job location, annual base salary and date of hire. No Andrews Party is a party to any collective bargaining agreement, union contract or other contract with any labor union, works council or other body representing Business employees.

(b) No union, works council or any other employee representative body represents Business employees and, to the Knowledge of Andrews, no such organization is attempting (or within the last three years has attempted) to organize such employees. Within the last three years, there has been, no strike, work stoppage, work slowdown, picketing, lockout or other material labor dispute pending or, to the Knowledge of Andrews, threatened against or

involving any Andrews Party with respect to any Business employee or Person purporting to represent any Business employee. With respect to the Business, (i) each of the Andrews Parties is in compliance in all material respects with all applicable Requirements of Law respecting labor, employment and employment practices, terms and conditions of employment, labor relations, employment discrimination, disability rights or benefits, occupational health and safety, worker's compensation, affirmative action, unemployment compensation, leaves of absence, plant closures, mass layoffs, immigration and wages and hours, (ii) there are no charges, complaints or lawsuits pending or to the Knowledge of Andrews, threatened against any Andrews Party regarding any employment matter, (iii) there are no Governmental Body audits, examinations or, to the Knowledge of Andrews, investigations pending or, to the Knowledge of Andrews, threatened against any Andrews Party regarding any employment matter, and (iv) there are no material liabilities, whether contingent or absolute, of any Andrews Party relating to workers' compensation benefits that are not insured against by a bona fide third-party insurance carrier.

(c) No U.S. Business Employee is a party to any employment agreement with an Andrews Party that entitles him or her to material compensation or other material consideration. Andrews has made available to Partner all forms of employment agreement currently used by the Business with respect to International Business Employees. No Business Employee is subject to a retention, sale of Business or similar agreement or arrangement with any Andrews Party.

(d) Section 5.19(d) of the Disclosure Schedule contains a list of all natural person independent contractors or workers provided through an employee staffing agency currently engaged by or performing services exclusively for the Business. With respect to the Business, each Andrews Party has properly classified in all material respects in accordance with all applicable Requirements of Law all of its service providers as either employees or independent contractors and as exempt or non-exempt from overtime requirements.

(e) The Company does not have any employees.

Section 5.20 Material Clients. Section 5.20 of the Disclosure Schedule sets forth a complete and accurate list of the top 50 clients of the Business based upon the revenue generated by the Business from such client during 2015 ("Material Clients" and the top 25 clients of the Business on such list, "Top 25 Material Clients"). As of the date hereof, the Business has not received any written or, to the Knowledge of Andrews, oral notice from a Material Client that it has ceased to use the Business's services, nor has there been any written or, to the Knowledge of Andrews, oral notice from a Material Client that it intends to cease after the Closing to use such services or to otherwise terminate or materially reduce its relationship with the Business.

Section 5.21 Material Suppliers. Section 5.21 of the Disclosure Schedule sets forth a complete and accurate list of the top 10 suppliers of the Business based upon the amount paid to such supplier in respect of the Business during 2015 ("Material Suppliers"). As of the date hereof, the Business has not received any written or, to the Knowledge of Andrews, oral notice from a Material Supplier that it has ceased to provide goods or services to the Business, nor has there been any written or, to the Knowledge of Andrews, oral notice from a Material Supplier that it intends to cease after the Closing to provide such goods or services or to otherwise terminate or materially reduce its relationship with the Business.

Section 5.22 No Brokers. No broker, investment banker or other similar Person is entitled to any broker's, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Andrews or the Company.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF PARTNER

As an inducement to Andrews, the JV Entity and the Company to enter into this Agreement and to consummate the transactions contemplated hereby, Partner hereby represents and warrants to Andrews as follows:

Section 6.1 Organization. Partner is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware. Partner has the limited liability company power and authority to own or lease and operate its assets and to carry on its businesses in the manner that they were conducted immediately prior to the date of this Agreement.

Section 6.2 Authority; Conflicts.

(a) Partner has all requisite limited liability company authority to execute, deliver and perform this Agreement and each of the Partner Ancillary Agreements. The execution, delivery and performance of this Agreement and the Partner Ancillary Agreements by Partner have been duly authorized and approved by Partner's board of managers and do not require any further authorization or consent of Partner or its members. This Agreement has been duly authorized, executed and delivered by Partner and (assuming the valid authorization, execution and delivery of this Agreement by Andrews) is the legal, valid and binding agreement of Partner enforceable in accordance with its terms, and each of the Partner Ancillary Agreements has been duly authorized by Partner, and upon execution and delivery by Partner will be (assuming the valid authorization, execution and delivery by Andrews, where a Andrews is a party, and any other party or parties thereto) a legal, valid and binding obligation of Partner, enforceable in accordance with its terms, subject, in the case of this Agreement and each of the Partner Ancillary Agreements, to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) The execution and delivery of this Agreement or any of the Partner Ancillary Agreements by Partner, the consummation of any of the transactions contemplated hereby or thereby by Partner and compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Partner will not:

(i) assuming the receipt of all necessary consents and approvals, the filing of all necessary documents and the expiration or termination of any applicable waiting period as described in Section 6.2(b)(ii), result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under (1) the certificate of formation or operating agreement of Partner, (2) any note, instrument, contract, agreement, mortgage, lease, franchise or financial obligation to which Partner is a party or any of their respective properties is subject or by which Partner is bound, (3) any Court Order to which Partner is a party or by which they are bound or (4) any

Requirements of Law affecting Partner, other than, in the case of clauses (2), (3) and (4) above, any such breaches, defaults, rights or loss of rights that, individually or in the aggregate, would not materially impair the ability of Partner to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by Partner of any declaration, filing or registration with, any Governmental Body, except (1) in connection, or in compliance, with the provisions of any Competition Laws, (2) such consents, approvals, filings and notices as may be required under any Requirements of Law applicable to the Business, (3) such filings as may be required in connection with the Taxes described in Section 9.2(a)(iv) and (4) such approvals, consents, authorizations, declarations, filings or registrations the failure of which to be obtained or made would not, individually or in the aggregate, materially impair the ability of Partner to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

Section 6.3 No Violation, Litigation or Regulatory Action.

(a) As of the date hereof, there are no actions, suits or proceedings pending (with respect to which Partner has been served or otherwise notified) or, to the Knowledge of Partner, threatened against Partner or any of its Affiliates which would, individually or in the aggregate, materially impair the ability of Partner to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

(b) As of the date hereof, there is no action, suit or proceeding pending or, to the Knowledge of Partner, threatened that questions the legality of the transactions contemplated by this Agreement or any of the Partner Ancillary Agreements.

Section 6.4 Financing. Upon and subject to receipt of the funds in accordance with, and subject to the terms and conditions of, the Equity Commitment Letters executed by Partner, Partner will have at the Closing sufficient immediately available funds and the financial ability to make all of the payments contemplated to be made by Partner under this Agreement and Partner has and will have at the Closing the resources and capabilities (financial and otherwise) to perform its obligations under this Agreement. Partner has not incurred any obligation, commitment, restriction or liability of any kind, and is not contemplating or aware of any obligation, commitment, restriction or liability of any kind, in either case which would impair or adversely affect such resources, funds or capabilities.

Section 6.5 Solvency. Assuming the accuracy of Andrews' representations and warranties, immediately after giving effect to the transactions contemplated by this Agreement, (a) Partner shall be able to pay its debts as they become due and shall own property which has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities) and (b) Partner shall have adequate capital to carry on its businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Business.

Section 6.6 No Brokers. No broker, investment banker or other Person, is entitled to any broker's, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Partner.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF JV ENTITY

As an inducement to Andrews and Partner to enter into this Agreement and to consummate the transactions contemplated hereby, JV Entity hereby represents and warrants to Andrews and Partner as of the date hereof and as of the Closing (other than with respect to such representations and warranties that are made as of a specified date, which JV Entity represents and warrants as of such date) as follows:

Section 7.1 Organization. JV Entity is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware. JV Entity has the limited liability company power and authority to own or lease and operate its assets and to carry on its businesses in the manner that they were conducted immediately prior to the date of this Agreement.

Section 7.2 Authority; Conflicts.

(a) JV Entity has all requisite limited liability company authority to execute, deliver and perform this Agreement and each of the JV Entity Ancillary Agreements. The execution, delivery and performance of this Agreement and the JV Entity Ancillary Agreements by JV Entity have been duly authorized and approved by JV Entity's board of managers and do not require any further authorization or consent of JV Entity or its members. This Agreement has been duly authorized, executed and delivered by JV Entity and (assuming the valid authorization, execution and delivery of this Agreement by Andrews and Partner) is the legal, valid and binding agreement of JV Entity enforceable in accordance with its terms, and each of the JV Entity Ancillary Agreements has been duly authorized by JV Entity, and upon execution and delivery by JV Entity will be (assuming the valid authorization, execution and delivery by the other party or parties thereto) a legal, valid and binding obligation of JV Entity, enforceable in accordance with its terms, subject, in the case of this Agreement and each of the JV Entity Ancillary Agreements, to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) The execution and delivery of this Agreement or any of the JV Entity Ancillary Agreements by JV Entity, the consummation of any of the transactions contemplated hereby or thereby by JV Entity or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by JV Entity will not:

(i) assuming the receipt of all necessary consents and approvals, the filing of all necessary documents and the expiration or termination of any applicable waiting period as described in Section 8.2(b)(ii), result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under (1) the certificate of formation or operating agreement of JV Entity, (2) any note, instrument, contract, agreement, mortgage, lease, franchise or financial obligation to which JV Entity is a party or any of their respective properties is subject or by which JV Entity is bound, (3) any Court Order to which JV Entity is a party or by which they are bound or (4) any

Requirements of Law affecting JV Entity, other than, in the case of clauses (2), (3) and (4) above, any such breaches, defaults, rights or loss of rights that, individually or in the aggregate, would not materially impair the ability of JV Entity to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby; or

(ii) require the approval, consent, authorization or act of, or the making by JV Entity of any declaration, filing or registration with, any Person, except (1) in connection, or in compliance, with the provisions of any Competition Laws, (2) such consents, approvals, filings and notices as may be required under any Requirements of Law applicable to the Business, (3) such filings as may be required in connection with the Taxes described in Section 10.2(a)(iii) and (4) such approvals, consents, authorizations, declarations, filings or registrations the failure of which to be obtained or made would not, individually or in the aggregate, materially impair the ability of JV Entity to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

Section 7.3 No Violation, Litigation or Regulatory Action.

(a) As of the date hereof, there are no actions, suits or proceedings pending (with respect to which JV Entity has been served or otherwise notified) or threatened against JV Entity or any of its Affiliates which would, individually or in the aggregate, materially impair the ability of JV Entity to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

(b) As of the date hereof, there is no action, suit or proceeding pending or threatened that questions the legality of the transactions contemplated by this Agreement or any of the JV Entity Ancillary Agreements.

Section 7.4 Solvency. Immediately after giving effect to the transactions contemplated by this Agreement, JV Entity shall be able to pay its debts as they become due and shall own property which has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities). Immediately after giving effect to the transactions contemplated by this Agreement, JV Entity shall have adequate capital to carry on its businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Business.

Section 7.5 No Brokers. No broker, investment banker or other Person, is entitled to any broker's, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of JV Entity.

Section 7.6 Securities Duly Authorized. All of the Andrews Units and Partner Units to be issued to the Andrews and Partner, respectively, pursuant to this Agreement, when issued and delivered in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and non-assessable and shall be free and clear of all Encumbrances, other than Encumbrances created pursuant to this Agreement or the JV Entity LLC Agreement and restrictions under applicable federal and state securities laws.

Section 7.7 Capitalization. As of immediately after giving effect to the issuances of the Andrews Units and Partner Units contemplated hereby (and disregarding any Units received by any Management Party (as defined in the JV Entity LLC Agreement) in connection with the transactions contemplated hereby or the Nathan Transaction):

(a) No other Units (as defined in the JV Entity LLC Agreement) will be outstanding other than the Andrews Units and the Partner Units.

(b) There are no (i) options, warrants or rights of conversion or other rights, agreements, arrangements or commitments obligating JV Entity to issue or sell any of its equity interests or securities convertible into or exchangeable for equity interests of JV Entity or repurchase, redeem or otherwise acquire any issued and outstanding Units of JV Entity; or (ii) outstanding or authorized unit appreciation, phantom equity, profit participation, or other similar rights with respect to JV Entity. Except for the JV Entity LLC Agreement, there are no voting trusts, stockholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the equity interests of JV Entity.

ARTICLE VIII
ACTIONS PRIOR TO THE CLOSING DATE

The respective parties hereto covenant and agree to take the following actions between the date hereof and the Closing Date:

Section 8.1 Access to Information. Subject to Partner's obligations under the Confidentiality Agreement, Andrews shall and shall cause its subsidiaries to afford to the officers, employees and authorized representatives of Partner (including independent public accountants and attorneys) reasonable access during normal business hours, upon reasonable advance notice, to the offices, properties and business and financial records (including computer files, retrieval programs and similar documentation) of the Business and shall furnish or cause to be furnished to Partner or its authorized representatives such additional information concerning the Business as shall be reasonably requested; provided, however, that Andrews shall not be required to violate any Requirements of Law, Court Order or obligation of confidentiality to which Andrews or any of its subsidiaries is subject in discharging obligations pursuant to this Section 8.1; and, provided further, however, that in no event will Andrews be under any obligation to disclose any information that is subject to attorney-client or similar privilege or to waive such privilege. In the event that Andrews does not provide access or information in reliance on the final proviso of the preceding sentence, Andrews shall provide notice to Partner that such access or information is being withheld and Andrews shall use commercially reasonable efforts to communicate, to the extent feasible, the applicable information in a way that would not violate the applicable obligation or risk waiver of such privilege. Notwithstanding foregoing, neither Partner nor any of its officers, employees, agents or representatives shall have access to any personnel of the Business or any other businesses of Andrews or its subsidiaries without Andrews's prior written consent, which shall not be unreasonably withheld. Partner agrees that: (A) such investigation shall be conducted in such a manner as not to interfere unreasonably with the operations of Andrews and its subsidiaries; (B) all requests by Partner for access or availability pursuant to this Section 8.1 shall be submitted or directed exclusively to an individual to be designated by Andrews; and (C) Andrews and its Subsidiaries shall not be required to provide any books and records or reports based thereon that they do not maintain or prepare in the ordinary course of their business.

Section 8.2 Termination of Certain Intercompany Indebtedness and Accounts. At or prior to the Closing, Andrews shall, and shall cause each of its Affiliates to release, cancel, terminate or otherwise settle, in a manner Andrews deems to be tax-efficient and which is reasonably acceptable to Partner and without liability or obligation to any JV Entity Group Member, all intercompany indebtedness and non-trade accounts (other than ordinary course trade payables and receivables) owed to Andrews or any of its Affiliates with respect to the Business as of the Closing Date, to the extent relating to the Business.

Section 8.3 Consents of Third Parties; Governmental Approvals.

(a) During the period prior to the Closing Date, Andrews and Partner shall use their commercially reasonable efforts to secure any consents and approvals of any third party (including any Governmental Body) required to be obtained to consummate the transactions contemplated by this Agreement; provided, however, that such action shall not include any requirement of any party to expend money, commence or participate in any litigation, offer or grant any accommodation or undertake any obligation or liability (in each case financial or otherwise) to any third party (including any Governmental Body).

(b) Each of Partner and Andrews shall (i) permit the other to review in advance any proposed communication by such party to any Governmental Body relating to the subject matter of this Agreement, (ii) promptly notify the other party of any communication it or any of its Affiliates receives from any Governmental Body relating to such matters and (iii) provide to the other copies of all correspondence, filings or communications between it (or its advisors) and any such Governmental Body relating to this Agreement or any of the matters described in this Section 8.3(b), provided that such correspondence does not contain or reveal confidential information of Partner, the Andrews Parties or any of their respective Affiliates. Neither Partner nor Andrews shall agree to participate in any meeting with any Governmental Body (including via telephone or conference call) in respect of any filings, investigation or other inquiry unless it consults with the other in advance and, to the extent permitted by such Governmental Body, gives the other the opportunity to attend and participate at such meeting.

Section 8.4 Operations Prior to the Closing Date.

(a) Except (x) as set forth in Section 8.4 of the Disclosure Schedules or (y) with the written approval of Partner (which Partner agrees shall not be unreasonably withheld, conditioned or delayed), Andrews shall and shall cause the JV Entity and its subsidiaries to (i) operate and carry on the Business in the ordinary course and substantially as operated immediately prior to the date of this Agreement and (ii) use its commercially reasonable efforts to preserve intact, the assets, goodwill and business organization, keep available the services of the Business Employees, and to preserve the present business relationships of the Business including relationships with suppliers, contractors, licensors, customers, distributors and others having business relations with the Business.

(b) Notwithstanding Section 8.4(a), except (x) as set forth in Section 8.4 of the Disclosure Schedule, (y) as contemplated by this Agreement or (z) with the written approval of Partner (which Partner agrees shall not be unreasonably withheld, conditioned or delayed), Andrews shall not and shall cause the JV Entity and its subsidiaries not to (in each case, in respect of the Business):

(i) make any material change in the Business or the Transferred Assets, except such changes as may be required to comply with any applicable Requirements of Law;

(ii) purchase or otherwise acquire any assets or make any capital expenditures constituting Transferred Assets, in each case that are material, individually or in the aggregate, to the Business as a whole (other than (A) in the ordinary course of business consistent with past practice or (B) as required by any Governmental Body);

(iii) grant to any Business Employee any material increase in any compensation or benefits (excluding any arrangements that do not involve payments extending past the Closing Date), other than changes made in the ordinary course of business consistent with past practice or required pursuant to existing Contracts or applicable Requirements of Law;

(iv) create, incur or assume, or agree to create, incur or assume, any indebtedness for borrowed money (other than money borrowed or advances from any of their respective Affiliates in the ordinary course of business);

(v) make any change in any method of financial accounting or financial accounting policies, practices or procedures used by or with respect to the Business, other than such changes as are required by or necessary to comply with GAAP;

(vi) fail to manage its working capital in the ordinary course of business consistent with past practices (including (A) deferring, delaying or postponing the payment of accounts payable or other liabilities or obligations other than in the ordinary course of business consistent with past practices, (B) accelerating the collection of accounts receivable other than in the ordinary course of business consistent with past practices or (C) failing to manage or purchase inventory in the ordinary course of business consistent with past practices); provided, however, that notwithstanding anything in this Agreement to the contrary, on or prior to the Closing, the JV Entity and its subsidiaries shall be permitted to make distributions of cash or cash equivalents to Andrews or its Affiliates in Andrews' sole discretion;

(vii) enter into or amend any collective bargaining agreement;

(viii) acquire by merging or consolidating with, or by purchasing a substantial portion of the stock or assets of, any business or any corporation, partnership, association or other business organization or division thereof;

(ix) sell, transfer, license (other than granting non-exclusive licenses to customers in the ordinary course of business consistent with the past practices), abandon, or otherwise dispose of any assets (other than cash or cash equivalents) that are material, either individually or in the aggregate, to the Business or the Transferred Assets;

(x) materially adversely modify, amend or terminate any Business Agreement that constitutes a Transferred Asset;

(xi) amend or terminate the License Agreement or the Transition Services Agreement; or

(xii) agree to do any of the foregoing.

Section 8.5 Financial Assistance. Andrews and Partner shall, and shall cause each of their respective Affiliates to, use commercially reasonable efforts to cooperate in connection with the arrangement of the Debt Financing as may be reasonably requested by the other in connection with the arrangement of the Debt Financing or any alternative financing the parties may seek (in consultation with the other) on behalf of Merger Sub in order to consummate the Nathan Transaction, including: (a) preparing and furnishing all financial and pertinent information and disclosures regarding the Transferred Assets as may be reasonably requested by Partner as promptly as reasonably practicable (provided that Andrews shall not be responsible in any manner for providing the information relating to the proposed debt and equity capitalization that is required for any pro forma or projected financial information identified therein), (b) participating in a reasonable number of meetings, presentations, drafting sessions and sessions with rating agencies in connection with the Debt Financing, and assisting with the preparation of materials for rating agency presentations, lender presentations, bank information memoranda (including, to the extent necessary, an additional bank information memorandum that does not include material non-public information about Andrews or its subsidiaries or the Transferred Assets) and similar documents required in connection with the Debt Financing; (c) assisting reasonably in the preparation of one or more credit or other agreements, as well as any pledge and security documents, and other definitive financing documents, collateral filings or other certificates or documents as may be reasonably requested by Partner with respect to the Transferred Assets and otherwise reasonably facilitating the pledging of collateral in respect of the Transferred Assets; (d) cooperating reasonably with the Financing Sources' due diligence, to the extent customary and reasonable, in connection with the Debt Financing; (e) using commercially reasonable efforts to ensure that the Transferred Assets are free and clear of all Encumbrances, except for Permitted Encumbrances; and (f) at least five Business Days prior to the Closing, providing all documentation and other information about the Transferred Assets that is reasonably requested by the Financing Sources and the Financing Sources reasonably determine is required by applicable "know your customer" and anti-money laundering rules and regulations including the USA PATRIOT Act, to the extent requested by Partner in writing at least ten Business Days prior to the Closing; provided, however, that nothing herein shall require (x) such cooperation to the extent it would interfere unreasonably with the business or operations of Andrews, (y) Andrews, Partner or any of their respective Affiliates to incur any liability (and in the case of the Company, to incur any liability prior to the Closing Date) (other than reasonable out-of-pocket costs which costs shall be reimbursable under Section 9.6) or (z) Andrews, Partner or the Company to commit to take any action that is not contingent upon the Closing (including the entry into any agreement) that would be effective prior to the Closing Date. Section 9.6 shall apply to the reasonable out-of-pocket costs incurred by Andrews and Partner in connection with this Section 8.5.

Section 8.6 Notice of Certain Events; Updates to the Disclosure Schedule.

(a) During the period prior to the Closing Date, each party hereto shall, upon becoming aware of the existence of any such circumstance, event, condition or fact, promptly notify the other party hereto of the failure of Andrews, JV Entity, Partner or the Company, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with

or satisfied by it pursuant to this Agreement that would reasonably be expected to result in any condition to the obligations of any party to effect the transaction contemplated by this Agreement not to be satisfied.

(b) From time to time prior to the Closing, Andrews may add or supplement any section of the Disclosure Schedule and deliver such updated version of the Disclosure Schedule to Parent on or prior to the Closing Date for the purpose of updating disclosures made therein to reflect any facts or matters (other than in respect of breaches of pre-Closing covenants of Andrews, breaches of any Contract by Andrews or any of its subsidiaries, violations of Requirements of Law by Andrews or any of its subsidiaries or matters giving rise to an action in tort against Andrews or any of its subsidiaries) occurring after the date hereof and on or prior to the Closing Date (such matters, the "Disclosed Additional Matters"), and, to the extent the Closing occurs, such Disclosed Additional Matters will be treated as if they had been included in the Disclosure Schedule as of the date hereof for the purpose of determining whether any JV Entity Group Member is entitled to indemnification for breach of any representation or warranty of Andrews pursuant to Section 12.1(a).

Section 8.7 Activities of Subsidiaries. During the period prior to the Closing Date, Andrews shall cause each of JV Entity, Nathan Intermediate and Nathan Merger Co. to refrain from engaging in any trade or business other than as contemplated by the Nathan Merger Agreement; provided, however, that the indirect and direct ownership by JV Entity and Nathan Intermediate, respectively, of equity interests in the Company and such entities' management of the Company in connection therewith shall not be deemed to violate this Section 8.7.

ARTICLE IX
ADDITIONAL AGREEMENTS

Section 9.1 Use of Names.

(a) Other than as set forth in Section 2.1(a)(iv) or pursuant to the License Agreement or the Transition Services Agreement, Andrews is not conveying ownership rights with respect to, or granting the JV Entity, the Company or any other Person a license to use, any of the Trademarks of any Andrews Party or any Affiliate of an Andrews Party (collectively, the "Retained Names and Marks") and, after the Closing, none of the JV Entity, Nathan Merger Co. the Company or their respective Affiliates (other than the Andrews Parties and their respective Affiliates other than the JV Entity and its subsidiaries) shall use in any manner the Trademarks of any Andrews Party or any Affiliate of an Andrews Party (including the name "Allscripts") or any word that is similar in sound or appearance to such Trademarks. In the event the JV Entity or any of its Affiliates violates any of its obligations under this Section 9.1, Andrews and its Affiliates may proceed against it in law or in equity for such damages or other relief as a court may deem appropriate. The JV Entity and the Company acknowledge that a violation of this Section 9.1 would cause Andrews and its Affiliates irreparable harm which may not be adequately compensated for by money damages. The JV Entity and the Company therefore agrees that in the event of any actual or threatened violation of this Section 9.1, each Andrews Party and their respective Affiliates shall be entitled, in addition to other remedies that they may have, to a temporary restraining order and to preliminary and final injunctive relief against the JV Entity or such Affiliate of the JV Entity to prevent any violations of this Section 9.1, without the necessity of posting a bond.

(b) From and after the Closing, none of the JV Entity, Nathan Merger Co., the Company or their respective Affiliates (other than the Andrews Parties and their respective Affiliates other than the JV Entity and its subsidiaries) shall use, without the prior written consent of Andrews, any of the Retained Names and Marks (or any Trademarks that are confusingly similar thereto) in any manner whatsoever, including in any (i) advertising or promotional materials or (ii) stationery, business cards, business forms and other similar items included in the Transferred Assets, in each case that contain anywhere thereon any of the Retained Names and Marks.

Section 9.2 Tax Matters.

(a) Liability for Taxes.

(i) Andrews shall be liable for and pay any and all Taxes imposed (A) on any Andrews Party for any taxable period or (B) with respect to the operation of the Business or the ownership or use of the Transferred Assets at or prior to the Closing; provided, however, that Andrews shall not be liable for or pay (i) Transfer Taxes described in Section 9.2(a)(iv) or (ii) any Taxes to the extent taken into account in calculating the Final Closing Net Working Capital Amount. Andrews shall be entitled to any refund of (or credit in lieu of any such refund) Taxes paid by Andrews, the JV Entity, Nathan Intermediate or the Company on or before the Closing Date or for which Andrews is liable and pays under this Agreement, net of any Taxes, costs or expenses imposed or incurred in connection with any such refund or credit; provided, however, that if following payment by any JV Entity Group Member to Andrews with respect to any such refund or credit it is determined that such refund or credit was improperly obtained, Andrews shall make a payment to the JV Entity equal to such refund or credit. The Company shall, and shall cause its Affiliates, at Andrews' expense, to take such steps as may be reasonably available to secure any such refund or credit, including through the filing of amended Tax Returns. The Company shall inform Andrews shortly after the end of each calendar year as to whether any such refund or credit is, or with the taking of action would be, available.

(ii) The Company shall be liable for and pay any and all Taxes imposed with respect to the operation of the Business or the ownership or use of the Transferred Assets after the Closing. Except as otherwise provided herein, Company shall be entitled to any refund of (or credit for) Taxes for which it is liable under this Agreement. For the avoidance of doubt, this Section 9.2(a)(ii) shall not be interpreted as entitling any Andrews Group Member to indemnification for Taxes borne by such Andrews Group Member in its capacity as a holder of Common Units in the JV Entity.

(iii) For purposes of Sections 9.2(a)(i) and (ii), with respect to any Taxes imposed in part with respect to the operation of the Business or the use of the Transferred Assets at or prior to the Closing, and in part with respect to the operation of the Business or the use of the Transferred Assets after the Closing, such Taxes shall be allocated on a "closing of the books" basis as two partial periods, one ending at the time of the Closing and the other beginning immediately after the Closing; provided, however, that Taxes calculated on an annual basis without reference to income, receipts or payroll, such as property Taxes, shall be apportioned on a daily basis.

(iv) Notwithstanding anything herein to the contrary, the Company shall be liable for and pay any and all real property transfer or gains Taxes, sales Taxes, use Taxes, stamp Taxes, stock transfer Taxes or other similar Taxes imposed on the transactions contemplated by the Andrews Asset Assignment Agreement, the Andrews Equity Assignment Agreement, this Agreement (collectively, "Transfer Taxes"). For the avoidance of doubt, Transfer Taxes shall not include any income Taxes.

(b) Tax Returns.

(i) Andrews shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all Tax Returns that are required to be filed by an Andrews Party, the JV Entity, Nathan Intermediate or the Company with respect to the operation of the Business or the ownership or use of the Transferred Assets at or prior to the Closing and Andrews shall remit, or cause to be remitted, any Taxes shown to be due in respect of such Tax Returns. The Company shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all other Tax Returns that are required to be filed by or with respect to the Company, the Business and the Transferred Assets, and, subject to Andrews' indemnification obligations under this Agreement, the Company shall remit, or cause to be remitted, any Taxes due in respect of such Tax Returns. Andrews or the Company shall pay the other party for the Taxes for which Andrews or the Company, respectively, is liable pursuant to Section 9.2(a) but which are payable with any Tax Return to be filed by the other party pursuant to this Section 9.2(b) upon the written request of the party entitled to payment, setting forth in reasonable detail the computation of the amount owed by Andrews or the Company, as the case may be, but in no event earlier than 10 Business Days prior to the due date for paying such Taxes, without regard to the aggregate indemnification limitations set forth in ARTICLE XII.

(ii) Neither the Company nor any Affiliate of the Company shall amend, re-file or otherwise modify any Tax Return of the Company relating in whole or in part to any Taxes for which Andrews is liable pursuant to this Agreement without the prior written consent of Andrews, which consent shall not be unreasonably conditioned, delayed or withheld.

(c) Contest Provisions.

(i) The Company shall promptly notify Andrews in writing upon receipt by the Company or any of its Affiliates (other than any Andrews Group Member) of notice of any pending or threatened federal, state, local or foreign Tax audits or assessments relating to any Andrews Party or relating to a Tax for which Andrews may be liable pursuant to this Agreement; provided, however, that the failure to provide such notice shall not affect Andrews' indemnification obligations under this Agreement except to the extent that Andrews is materially prejudiced thereby.

(ii) Andrews shall have the right to represent its interests and the interests of the Company or any of its Affiliates in any Tax audit or administrative or court proceeding (x) relating to any Andrews Group Member or (y) relating to a Tax for which Andrews may be liable pursuant to this Agreement, and to employ counsel of Andrews's choice at Andrews's expense; provided, however, that if such audit or

administrative or court proceeding could materially impact the Taxes of the Company: (A) Andrews shall provide written notice to the Company of its election to represent the Company within 15 days of receiving notice of such audit or administrative or court proceeding, (B) the Company shall have the right to participate in such audit or administrative or court proceeding with its own counsel, (C) Andrews shall keep the Company reasonably informed regarding the status and progress of such audit or administrative or court proceeding, and (D) no such audit or administrative or court proceeding shall be settled without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Neither the Company nor any Affiliate of the Company shall be entitled to settle, either administratively or after the commencement of litigation, any claim for Taxes which could adversely affect the liability for Taxes relating to any Andrews Group Member or relating to a Tax for which Andrews may be liable pursuant to this Agreement without the prior written consent of Andrews, which consent shall not be unreasonably conditioned, delayed or withheld.

(d) Assistance and Cooperation. After the Closing Date, each of Andrews and the Company shall (and cause their respective Affiliates to):

(i) assist the other party in preparing any Tax Returns which such other party is responsible for preparing and filing in accordance with Section 9.2(b);

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns that are required to be filed by or with respect to any Andrews Party, the Business or the Transferred Assets;

(iii) make available to the other and to any taxing authority as reasonably requested all information, records and documents relating to Taxes imposed with respect to the Business, the Transferred Assets or the Assumed Liabilities;

(iv) furnish the other party with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect to any Tax for which such other party may be liable;

(v) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Transfer Taxes; and

(vi) timely provide to the other party powers of attorney or similar authorizations necessary to carry out the purposes of this Section 9.2.

(e) Tax Treatment. As soon as practicable following the Closing (but in no event later than 60 days following the Closing), each of Andrews, Partner, the JV Entity, Nathan Intermediate and the Company shall cooperate in filing or causing to be filed Internal Revenue Service Forms 8832 with respect to each of the JV Entity, Nathan Intermediate and the Company, pursuant to which each of the JV Entity, Nathan Intermediate and the Company elects to be classified as an association taxable as a corporation effective as of the Closing Date (collectively, the "Check the Box Elections"). The Check the Box Elections shall state that the election with respect to the JV Entity is deemed to occur immediately before the election with

respect to Nathan Intermediate, and that the election with respect to Nathan Intermediate is deemed to occur immediately before the election with respect to Company. Each of Andrews, the JV Entity, Nathan Intermediate and the Company acknowledges and agrees that (a) Andrews Asset Assignment Transaction and the Andrews Equity Assignment Transactions are intended to be disregarded for federal income tax purposes and (ii) the Check the Box Elections and the transfers of the Andrews Investment Amount and the Partner Investment, as contemplated by Section 2.4 and Section 3.1, are intended to qualify as tax-free contributions described in Section 351(a) of the Code.

(f) Tax Attributes. Notwithstanding anything to the contrary in this Agreement, Andrews, Partner, the JV Entity and the Company agree that Andrews makes no representation, warranty, and provides no other assurance, with respect to the amount of any Tax Attributes of the Transferred Assets or the Assumed Liabilities in any period (or portion thereof) beginning after the Closing, or with respect to the availability to the Partner, the JV Entity, Nathan Intermediate or the Company in any period (or portion thereof) beginning after the Closing of any Tax Attributes.

Section 9.3 Employees and Employee Benefits.

(a) Offers of Employment. Not later than the Closing, the Company shall, or shall cause one or more of its Affiliates to, offer employment to all Business Employees (including all such employees on vacation, leave or other authorized absence), excluding all India Employees, to be effective as of a date not later than 60 days after the Closing Date (such effective date, the "Employment Date"), and on terms and conditions consistent with this Section 9.3 and applicable Requirements of Law. Each such Business Employee who accepts such an offer of employment and commences employment with the Company, and any India Employee who accepts an offer of employment from the Company pursuant to Section 9(b) of the Transition Services Agreement and commences employment with Company, is referred to herein as a "Transferred Employee". For a period of at least one year following the Closing Date, each Transferred Employee shall be entitled to receive while in the employment of the Company or its Affiliates at least the same base compensation as was provided to such employee immediately prior to the Closing Date. Notwithstanding any provision herein to the contrary, neither the Company nor any of its Affiliates shall be obligated to continue to employ any Transferred Employee for any specific period of time following the Employment Date, subject to applicable law.

(b) Company Benefit Plans. For a period of at least one year following the Closing Date, the Company shall, or shall cause an Affiliate of the Company to, provide Transferred Employees with incentive compensation and employee benefit programs (including severance benefits) that are substantially comparable to those provided to similarly situated employees of the Company or its Affiliates (excluding the Andrews Parties), as applicable. The Company will, or will cause one of its Affiliates to, effective immediately following the Closing Date, establish or designate one or more qualified defined contribution plans ("Company's DC Plans") containing all provisions necessary for the acceptance of direct rollovers of "eligible rollover distributions" as defined in the Code that Transferred Employees are eligible to receive from the applicable Andrews Party's defined contribution plans ("Andrews DC Plans"). The Company's DC Plans will contain provisions to permit any such direct rollover to include the promissory note or notes representing any plan loans outstanding to such Transferred Employees under Andrews DC Plans on the date of the direct rollover, and the Company and Andrews will cooperate with each other to enable such direct rollovers to occur before any such loans become defaulted.

(c) Business Plans. Effective as of the Employment Date, except as otherwise specifically provided in this Agreement or the terms of a Business Plan, all Transferred Employees will cease any participation in, and any benefit accrual under, all Business Plans.

(d) Credit for Service. To the extent that service is relevant for purposes of eligibility and vesting (including, in order to calculate the amount of any vacation, sick days, gratuities and severance benefits, but not for purposes of defined benefit pension benefit accruals) under any retirement plan or other employee benefit plan, program or arrangement established or maintained by the Company or any of its Affiliates for the benefit of the Transferred Employees following the Employment Date, such plan, program or arrangement shall credit such Transferred Employees for service earned on and prior to the Employment Date with Andrews or any of its Affiliates or any of their respective predecessors to the extent credited under the comparable Business Plan, in addition to service earned with the Company or any of the Company's Affiliates after the Employment Date; provided, however, nothing herein shall require the duplication of benefits.

(e) Preexisting Conditions; Coordination. Following the Employment Date, the Company shall, or shall cause its Affiliates to use commercially reasonable measures to, waive any waiting periods and actively at work requirements and any limitations on eligibility, enrollment and benefits relating to any preexisting medical conditions of Transferred Employees and their eligible dependents. Following the Employment Date, the Company shall use commercially reasonable measures to recognize, or shall cause its Affiliates to also recognize, for purposes of annual deductible and out of pocket limits under its medical and pharmacy plans (the "Company Plans"), deductible and out of pocket expenses paid by such Transferred Employees and their respective dependents under medical and pharmacy Business Plans in the calendar year in which the Employment Date occurs to the extent such Transferred Employees participate in any such Company Plans in such same calendar year.

(f) Paid-Time Off. Subject to the last sentence of this paragraph, the Company shall, or shall cause its Affiliates to, recognize and provide (i) all accrued but unused paid-time off of each Transferred Employee as set forth opposite such Transferred Employee's name on Schedule 9.3(f) (as such amounts are increased or decreased in the ordinary course in accordance with Andrews' policies governing the accrual of paid-time off between the date of this Agreement and the Employment Date) and (ii) with respect to any India Employee who becomes a Transferred Employee, all accrued but unused paid-time off of each India Employee as of the Employment Date to the extent accrued in the ordinary course in accordance with Andrews' policies governing the accrual of paid-time off by India Employees, and neither Andrews nor its Affiliates shall have any obligation or liability to pay or provide any payments in respect of paid-time off for Transferred Employees on or after the Employment Date. With respect to any Transferred Employee for whom Andrews or any of its Affiliates are or become legally required under applicable Requirements of Law to make any payment for any earned but unused paid time off on the Employment Date, Andrews or its applicable Affiliate shall make such payment and the Company shall not assume such paid-time off.

(g) Flexible Spending Account Program. The Company shall, or shall cause its Affiliates to, establish or maintain a healthcare flexible spending account program and a

dependent care flexible spending account program (the "Company FSA") for each U.S. Business Employee that becomes a Transferred Employee who, in the portion of the calendar year on or prior to the Employment Date, contributed to the healthcare flexible spending account program or dependent care flexible spending account program, as applicable, maintained by Andrews or its Affiliates(the "Andrews FSA"). As of the Employment Date, the Company shall credit the applicable account of each such Transferred Employee under the Company FSA with an amount equal to the balance of such Transferred Employee's account under the Andrews FSA immediately prior to such date. The Andrews Parties and the Company intend that the actions to be taken pursuant to this subparagraph be treated as an assumption by the Company of the portion of the Andrews FSA and the elections made thereunder attributable to such Transferred Employees. As soon as reasonably practicable after the Employment Date, the Andrews Parties shall determine the Aggregate Balance (as defined below) of the assumed flexible spending accounts and notify the Company of the amount of such Aggregate Balance in writing. The term "Aggregate Balance" means, as of the Employment Date, the aggregate amount of contributions that have been made to the applicable employees' flexible spending accounts under the Andrews FSA by such Transferred Employees for the plan year in which the Employment Date occurs minus the aggregate amount of reimbursements that have been made from such Transferred Employees' flexible spending accounts under the Andrews FSA to such Transferred Employees for the plan year in which the Employment Date occurs. If the Aggregate Balance is a negative amount, the Company shall pay such negative amount to the Andrews Parties as soon as practicable following the Company's receipt of the written notice thereof. If the Aggregate Balance is a positive amount, the Andrews Parties shall pay such positive amount to the Company as soon as practicable following the Andrews Parties' delivery to the Company of the written notice thereof. The Company shall assume and be solely responsible for all claims for reimbursement by Transferred Employees, whether incurred prior to, on or after the Employment Date, that have not been paid in full as of the Employment Date, which claims shall be paid pursuant to and under the terms of the Company FSA, and the Company shall indemnify and hold harmless Andrews and its Affiliates from any and all claims by or with respect to Transferred Employees for reimbursement under the Andrews FSA that have not been paid in full as of the Employment Date.

(h) COBRA. Following the Employment Date, the Company shall, or shall cause an Affiliate to, provide continuation health care coverage to all Transferred Employees and their qualified beneficiaries who incur a "qualifying event" under a group health plan maintained by the Company or its Affiliates following the Closing, in accordance with the continuation health care coverage requirements of Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA ("COBRA").

(i) WARN. On the Employment Date, the Andrews Parties shall provide to the Company a true and complete list, by date and location, of all Business Employees who experienced an employment loss within the 90-day period immediately preceding the Employment Date, and the Company shall be responsible for all liabilities or obligations under the WARN Act and similar state and local rules, statutes and ordinances resulting from the Closing or from the Company's or JV Entity's actions following the Closing.

(j) Workers' Compensation Liabilities. The Andrews Parties shall retain all liabilities and obligations relating to compensation and benefits under any state workers' compensation or similar law payable to or with respect to any current or former Business Employee with respect to claims incurred on or before the Closing Date. The Company or its

Affiliate shall be responsible for all liabilities and obligations relating to compensation and benefits under any state workers' compensation or similar law to or with respect to Transferred Employees for claims incurred following the Closing Date. For purposes of this paragraph, a claim shall be deemed incurred on the date the injury on which the claim is based occurred.

Section 9.4 Restricted Stock Units.

(a) Stock-Based Awards. In the event that subsequent to the Closing Date any current or former employee of the Business becomes vested (in whole or in part) in any restricted stock units of Andrews or its Affiliates which were received by such employee in connection with the performance of services for an Andrews Party in respect of the Business (the "Andrews Stock-Based Awards"), Andrews and the Company agree and acknowledge that they shall report the vesting of the Andrews Stock-Based Awards in accordance with clause (b) below.

(b) Compensation Expense; Employment Taxes; Reimbursement. Upon the vesting of the Andrews Stock-Based Awards, Andrews (and not the Company or any of its Affiliates) shall (x) claim the compensation expense deduction associated with vesting measured by the fair market value of Andrews stock at the time of such vesting (the "Compensation Deduction"), (y) pay all employment and withholding Taxes resulting from such vesting and (z) file all Tax Returns related to the payment of such employment and withholding Taxes.

(c) If, upon the subsequent disposition of an audit or other examination by a Governmental Body (whether by settlement or otherwise), it is determined that a Compensation Deduction should properly have been reported by the Company or one of its Affiliates and not by Andrews, then:

(i) if necessary, Andrews shall notify the Company and shall provide the Company with adequate information so that it can reflect the Compensation Deduction on the appropriate Tax Returns;

(ii) the Company shall pay Andrews the amount of any Tax benefits realized by the Company or any of its Affiliates resulting from such Compensation Deduction to the extent the Tax liability of the Company and any of its Affiliates for the taxable year in which the Andrews Stock-Based Awards vested without taking the related Compensation Deductions into account is greater than the Tax liability of the Company and its Affiliates for the same taxable year taking the Compensation Deductions into account; and

(iii) notwithstanding the foregoing, the Company shall only be required to take steps to obtain such Tax benefit or to pay Andrews if, in the reasonable opinion of the Company's Tax counsel, which counsel shall be reasonably acceptable to Andrews, the reporting of such Tax benefit is reasonably supportable by applicable law.

Section 9.5 Insurance; Risk of Loss. Andrews will keep insurance policies currently maintained in respect of the Business, the Transferred Assets and current or former employees of the Business, as the case may be, or suitable replacements therefor, in full force and effect through the close of business on the Closing Date. From and after the Closing Date, the Company shall be solely responsible for all insurance coverage and related risk of loss after the Closing Date, without regard to when the event giving rise to any such claim occurred, with respect to the Business, the Transferred Assets and current or former employees of the Business.

Section 9.6 Fees and Expenses. All transaction-related out-of-pocket fees, costs and expenses incurred on or after February 22, 2016 and prior to the earlier of (x) the Closing and (y) the termination of this Agreement in accordance with ARTICLE XIII, in connection with (a) this Agreement and the transactions contemplated hereby (including in connection with the Andrews Asset Assignment Transaction and the Andrews Equity Assignment Transaction) and (b) the Nathan Merger Agreement and the transactions contemplated thereby (including the Debt Financing), but, in the case of each of clauses (a) and (b), for the avoidance of doubt excluding Transfer Taxes and Obligations (as defined in the Reimbursement Agreement, it being understood that Obligations shall be addressed in the Reimbursement Agreement), including the fees and disbursements of counsel, financial advisors, investment bankers and accountants, shall be borne 51% by Andrews and 49% by Partner. In the event the Closing does not occur and either Andrews or Partner has paid or pays more than its respective share of any such transaction-related out-of-pocket fees, costs and expenses, then the other party shall reimburse the over-paying party for the amount of such over-payment. Notwithstanding the foregoing, the parties agree that, if the Closing occurs, the parties hereto shall cause the JV Entity to promptly pay all such costs and expenses and promptly reimburse each of Andrews and Partner for such costs and expenses previously paid by Andrews or Partner, respectively.

Section 9.7 Accounts Receivable. All payments and reimbursements made by any third party in the name of or to an Andrews Party in connection with or arising out of or relating to the Transferred Assets (including accounts receivables) or the Assumed Liabilities, shall be held by such Andrews Party in trust for the benefit of the Company, and within 30 days after the end of the calendar month in which the relevant Andrews Party receives any such payment or reimbursement, such Andrews Party shall pay over to the Company the amount of such payment or reimbursement, together with all corresponding notes, documentation and information received in connection therewith. All payments and reimbursements made by any third party in the name of or to any JV Entity Group Member in connection with or arising out of or relating to the Excluded Assets (including accounts receivables) or the Excluded Liabilities, shall be held by such JV Entity Group Member in trust for the benefit of Andrews, and within 30 days after the end of the calendar month in which the relevant JV Entity Group Member receives any such payment or reimbursement, such JV Entity Group Member shall pay over to Andrews the amount of such payment or reimbursement, together with all corresponding notes, documentation and information received in connection therewith.

Section 9.8 Assignment Agreements. Andrews Parties shall not cause or permit the Asset Assignment Agreement or the Equity Assignment Agreement to be amended or cancelled or the transactions contemplated thereby to be rescinded under any circumstances without the prior written consent of Partner.

ARTICLE X
CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTNER

The obligations of Partner under this Agreement shall, at the option of Partner, be subject to the satisfaction or (to the extent permissible under applicable law) waiver, on or prior to the Closing Date, of the following conditions:

Section 10.1 Satisfaction of Partner Owner ECL Funding Conditions. The obligations to the conditions of the Partner Owners to fund the Commitment (as defined in the Partner Owner ECL) under the Partner Owner ECL shall have been satisfied.

ARTICLE XI
CONDITIONS PRECEDENT TO OBLIGATIONS OF ANDREWS

The obligations of Andrews under this Agreement shall, at the option of Andrews, be subject to the satisfaction or (to the extent permissible under applicable law) waiver, on or prior to the Closing Date, of the following conditions:

Section 11.1 Satisfaction of Andrews ECL Funding Conditions. The obligations to the conditions of Andrews to fund the Commitment (as defined in the Andrews ECL) under the Andrews ECL shall have been satisfied.

ARTICLE XII
INDEMNIFICATION

Section 12.1 Indemnification by Andrews.

(a) From and after the Closing, Andrews agrees to indemnify and hold harmless each JV Entity Group Member (including the Company) from and against any and all Losses and Expenses incurred, sustained or suffered by any JV Entity Group Member resulting from or arising out of:

(i) (A) any breach of any warranty or the inaccuracy of any representation contained in Article V this Agreement, or (B) the failure of any representation or warranty contained in Article V to have been true and correct as of the Closing Date, as though made at and as of the Closing Date (except for those representations and warranties that address matters only as of a specific date) and, for purposes of this clause (B), taking into account the operation of Section 8.6(b);

(ii) any breach by Andrews of, or failure by Andrews to perform or observe, any of its covenants, agreements or obligations contained in this Agreement that are required to be performed or observed by it entirely prior to the Closing (other than the covenants, agreements and obligations in Article II);

(iii) any breach by Andrews of, or failure by Andrews to perform or observe, any of its covenants, agreements or obligations (A) in Article II, or (B) contained in this Agreement that are required to be performed or observed by it in whole or in part at or after the Closing; and

(iv) any Excluded Liability.

Andrews agrees to cause each of the Andrews Managers, solely in his or her capacity as such, to abstain from voting on any and all matters relating to any indemnification claims pursuant to this Section 12.1(a) submitted to the Board (as defined in the JV Entity LLC Agreement) or any committee thereof (whether the consideration of such matter is taken at a meeting, by written consent or otherwise). In addition to any other remedy that Partner may have as a result of a failure by Andrews to comply with the foregoing obligation, Partner shall be entitled to exercise the rights of the JV Entity Group Members under this Section 12.1(a) independently, and without the consent, of any JV Entity Group Member or any other Person.

(b) The indemnification provided for in Section 12.1(a)(i) and (ii) shall survive the Closing and terminate on March 1, 2018 (and subject to the proviso at the end of this sentence no claims shall be made by any JV Entity Group Member under Section 12.1(a)(i) and (ii) thereafter); provided, however, notwithstanding the foregoing or anything else to the contrary in this Agreement, the indemnification provided for in Section 12.1(a)(i) with respect to breaches of or inaccuracies in Andrews Fundamental Representations and Warranties shall survive the Closing and terminate on the later of (x) the fourth anniversary of the Closing Date and (y) 60 days after the expiration of the relevant statutory period of limitations applicable to the underlying claim, giving effect to any waiver, mitigation or extension thereof. The covenants, agreements and obligations described in, and the indemnification provided for in, Section 12.1(a)(iii) shall survive until performed in full in accordance with their respective terms.

(c) The indemnification provided for in Section 12.1(a)(iv) shall survive indefinitely.

(d) Notwithstanding anything to the contrary in this Agreement, if any JV Entity Group Member has given a Claim Notice to Andrews in accordance with the requirements of Section 12.3 on or prior to the date on which any representation, warranty, covenant, agreement, obligation or indemnification would otherwise terminate in accordance with this Section 12.1, such representations, warranties, covenants, agreements, obligations and indemnification shall continue and survive with respect to the claims set forth in such Claim Notice until the liability of Andrews shall have been finally determined pursuant to this ARTICLE XII, and Andrews shall have reimbursed all JV Entity Group Members for the full amount of such Losses and Expenses that are payable with respect to such claims in accordance with this ARTICLE XII.

Section 12.2 Indemnification by Partner, the JV Entity and the Company.

(a) From and after the Closing, Partner agrees to indemnify and hold harmless each JV Entity Group Member from and against any and all Losses and Expenses incurred, sustained or suffered by such JV Entity Group Member resulting from or arising out of:

(i) any breach of any warranty or the inaccuracy of any representation of Partner contained in this Agreement; and

(ii) any breach by Partner of, or failure by Partner to perform or observe, any of its covenants, agreements or obligations contained in this Agreement.

Partner agrees to cause each of the GI Managers, solely in his or her capacity as such, to abstain from voting on any and all matters relating to any indemnification claims pursuant to this Section 12.2(a) submitted to the Board (as defined in the JV Entity LLC Agreement) or any committee thereof (whether the consideration of such matter is taken at a meeting, by written consent or otherwise). In addition to any other remedy that Andrews may have as a result of a failure by Partner to comply with the foregoing obligation, Andrews shall be entitled to exercise the rights of the JV Entity Group Members under this Section 12.2(a) independently, and without the consent, of any JV Entity Group Member or any other Person.

(b) From and after the Closing, each of the JV Entity and the Company agrees, jointly and severally, to indemnify and hold harmless each Andrews Group Member from and against any and all Losses and Expenses incurred, sustained or suffered by such Andrews Group Member resulting from or arising out of:

(i) any Assumed Liability;

(ii) any breach by the JV Entity or its subsidiaries of, or failure by such Persons to perform or observe, any of their respective covenants, agreements or obligations contained in this Agreement to be performed or observed by it at or after the Closing; and

(iii) any breach of any warranty or the inaccuracy of any representation of the JV Entity contained in this Agreement.

(c) The indemnification provided for in Sections 12.2(a) and Section 12.2(b) (excluding Section 12.2(b)(i), which shall survive indefinitely) shall survive the Closing and terminate on March 1, 2018 (and no claims shall be made by any Andrews Group Member under Sections 12.2(a) or (b) thereafter); provided, however, notwithstanding the foregoing or anything else to the contrary in this Agreement the indemnification provided in Section 12.2(a)(ii) and 12.2(b)(ii) with respect to any covenants, agreements or obligations which by their terms extend beyond the Closing, shall survive the Closing until fully performed in accordance with their respective terms.

(d) Notwithstanding anything to the contrary in this Agreement, if any Andrews Group Member has given a Claim Notice to the JV Entity or Partner, as applicable, in accordance with the requirements of Section 12.3 on or prior to the date on which any representation, warranty, covenant, agreement, obligation or indemnification right would otherwise terminate in accordance with this Section 12.2, such representation, warranties, covenants, agreements, obligations and indemnification rights shall continue and survive with respect to the claims set forth in such Claim Notice until the liability of the JV Entity or Partner, as applicable, shall have been finally determined pursuant to this ARTICLE XII, and the JV Entity or Partner, as applicable, shall have reimbursed all Andrews Group Members for the full amount of such Losses and Expenses that are payable with respect to such claims in accordance with this ARTICLE XII.

(e) From and after the Closing, the JV Entity agrees to indemnify and hold harmless each Partner Group Member from and against any and all Losses and Expenses incurred, sustained or suffered by such Partner Group Member resulting from or arising out of:

(i) any breach by the JV Entity or its subsidiaries of, or failure by such Persons to perform or observe, any of their respective covenants, agreements or obligations contained in this Agreement to be performed or observed by it at or after the Closing; and

(ii) any breach of any warranty or the inaccuracy of any representation of the JV Entity contained in this Agreement.

(f) The indemnification provided for in Section 12.2(e) shall survive the Closing and terminate on March 1, 2018 (and no claims shall be made by Partner under

Section 12.2(e) thereafter); provided, however, notwithstanding the foregoing or anything else to the contrary in this Agreement the indemnification provided in 12.2(e)(i) with respect to any covenants, agreements or obligations which by their terms extend beyond the Closing, shall survive the Closing until fully performed in accordance with their respective terms.

Section 12.3 Notice of Claims. Any Partner Group Member, JV Entity Group Member or Andrews Group Member seeking indemnification hereunder (the "Indemnified Party") shall give the party who is or may be obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a notice (a "Claim Notice") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder (to the extent then known) and shall include in such Claim Notice (to the extent then estimable) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon which such claim is based.

Section 12.4 Determination of Amount.

(a) In calculating any Loss or Expense, such amounts shall be calculated on an After-Tax Basis and shall be reduced by the net amount of any third-party insurance, indemnification or other proceeds (after deducting therefrom the full amount of the expenses incurred in procuring such recovery (including, in the case of insurance proceeds, any deductible or self-insured retention amount)) actually recovered by the Indemnified Party in respect of such Losses and Expenses under any insurance policy or other contract, agreement or undertaking. An Indemnified Party shall use commercially reasonable efforts to make such recoveries (which, for the avoidance of doubt, the parties hereto agree shall not require the Indemnified Party initiate or maintain any lawsuit).

(b) After the giving of any Claim Notice pursuant to Section 12.3, the amount of indemnification to which an Indemnified Party shall be entitled under this ARTICLE XII shall be determined by any of the following methods: (i) written agreement between the Indemnified Party and the Indemnitor; (ii) a final judgment or decree of any court of competent jurisdiction in accordance with Section 14.3; or (iii) any other means to which the Indemnified Party and the Indemnitor shall agree in writing. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined.

(c) The Company and Andrews agree to report each indemnification payment made in respect of a Loss or Expense as an adjustment to the value of the Transferred Assets and the Assumed Liabilities for federal income Tax purposes.

(d) Except for the representation of Andrews set forth in the first sentence of Section 5.6, the representations and warranties of the parties set forth herein shall be deemed to not be qualified by, and shall be interpreted without giving effect to, any limitations or qualifications as to "materiality" (including the word "material") or "Material Adverse Effect" for the sole purpose of determining the amount of Losses and Expenses subject to indemnification under this Article XII (but not for determining whether or not any breach of any warranty or inaccuracy in any representation has occurred).

Section 12.5 Third Person Claims.

(a) If any Indemnified Party receives notice of the assertion by any third party of any claim or of the commencement by any such third party of any Action (any such claim or Action being referred to herein as a "Third Person Claim") with respect to which another party hereto is or may be obligated to provide indemnification hereunder, the Indemnified Party shall promptly provide the Indemnitor with a Claim Notice with respect to such Third Person Claim; provided, however, that the failure to provide such notice shall not relieve the obligation of the Indemnitor to provide indemnification hereunder, except to the extent the defense of such Third Person Claim by the Indemnitor is materially prejudiced by such failure. The parties hereto agree to reasonably cooperate with each other in connection with the defense, negotiation or settlement of any Third Person Claim and to make available to the other party all witnesses, pertinent records, materials and information in such party's possession or under such party's control relating thereto as is reasonably required by the other party.

(b) Except with respect to any Special Claim (as defined below) or a Tax contest (which shall be handled pursuant to Section 9.2(c)), the Indemnitor shall have 60 days after receipt of the Claim Notice (unless the claim or Action requires a response before the expiration of such 60-day period, in which case the Indemnitor shall have until the date that is 10 days before the required response date) to acknowledge (in writing) that the Indemnitor may be obligated to indemnify the Indemnified Party in respect of any Losses and Expenses payable hereunder in respect of such claim to the extent ultimately adversely determined, subject to the limitations set forth in this ARTICLE XII (provided that such limitations shall not apply to Indemnitor's Expenses in connection therewith, all of which such expenses shall be the sole responsibility of Indemnitor), and undertake, conduct and control, through counsel of its own choosing, and at its expense, the settlement or defense thereof, and the Indemnified Party shall cooperate with the Indemnitor in connection therewith; provided, that: (i) the Indemnitor shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by the Indemnitor (provided that the fees and expenses of such counsel shall not be borne by the Indemnitor or constitute Expenses); and (ii) the Indemnitor shall not pay, compromise or settle any Third Person Claim without the Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed if the Indemnitor is paying a majority of the amount of such payment, settlement or compromise or in the Indemnified Party's sole discretion if not) unless the proposed payment, compromise or settlement (A) involves solely the payment of money damages by the Indemnitor, (B) includes, as an unconditional term of such payment, compromise or settlement, an unconditional and irrevocable release by the Person(s) asserting such claim of the Indemnified Party from any liabilities or obligations with respect to such claim, (C) does not impose any restriction on the Indemnified Party or any injunctive or other equitable relief against the Indemnified Party, and (D) does not include or require a finding or admission of any wrongdoing. So long as the Indemnitor continues to defend the Third Person Claim in good faith, the Indemnified Party shall not pay, compromise or settle such claim without the Indemnitor's written consent, which consent shall not be unreasonably withheld or delayed. For purposes of this Agreement, "Special Claim" shall mean any Third Person Claim that (i) involves any reasonable possibility of criminal liability or an action by any Governmental Body, in each case, primarily involving the Business (as opposed to other businesses of Andrews), (ii) seeks as a remedy the imposition of a material equitable remedy that would reasonably be expected to be binding on the Indemnified Party or (iii) if determined adversely, would likely result in the Indemnified Party(ies) bearing a majority of the reasonably foreseeable Losses and Expenses (after taking into account the limitations in this ARTICLE XII).

(c) If the Indemnitor does not notify the Indemnified Party in writing within 60 days after receipt of the Claim Notice (or before the date that is 10 days before the required response date, if the claim or Action requires a response before the expiration of such 60-day period), that it acknowledges that it may be obligated to indemnify the Indemnified Party in respect of any Losses and Expenses payable hereunder in respect of such claim to the extent ultimately adversely determined, subject to the limitations set forth in this ARTICLE XII, and elects to undertake the defense of any Third Person Claim described therein in the manner provided in Section 12.5(b), or if the Third Person Claim involves a Special Claim, the Indemnified Party shall have the right to contest, settle or compromise, through counsel of its own choosing (reasonably acceptable to the Indemnitor), the Third Person Claim at the expense of the Indemnitor; provided, however, that the Indemnified Party shall not pay, compromise or settle any Third Person Claim without the Indemnitor's prior written consent (not to be unreasonably withheld, conditioned or delayed if the Indemnified Party is paying a majority of the amount of such payment, settlement or compromise or in the Indemnitor's sole discretion if not); provided further, however, that the Indemnitor shall be entitled to participate in such settlement or defense through counsel chosen by the Indemnitor at Indemnitor's expense.

Section 12.6 Limitations.

(a) Andrews shall not be obligated to indemnify or hold the JV Entity Group Members harmless with respect to any Losses or Expenses under Section 12.1(a)(i) or Section 12.1(a)(ii) unless and until the aggregate amount of all Losses and Expenses suffered, sustained or incurred by JV Entity Group Members with respect to all matters for which indemnification is to be provided under Section 12.1(a)(i) or Section 12.1(a)(ii), exceeds $3.0 million (the "Deductible") (it being understood that such amount shall be a deductible for which Andrews shall bear no indemnification responsibility).

(b) The aggregate amount required to be paid by Andrews pursuant to Section 12.1(a)(i) and Section 12.1(a)(ii) shall not exceed $22.5 million (the "Cap").

(c) Notwithstanding anything to the contrary in this Agreement, the Deductible and the Cap shall not apply to Losses and Expenses resulting from or arising out of (i) any willful breach of any covenant, agreement or obligation or (ii) the breach or inaccuracy of any of the Andrews Fundamental Representations and Warranties.

(d) Notwithstanding anything to the contrary in this ARTICLE XII, in no event shall the aggregate amount to be paid by Andrews pursuant to Section 12.1(a) exceed $300 million.

(e) In any case where an Indemnified Party recovers from third Persons any amount in respect of any Losses or Expenses with respect to which an Indemnitor has indemnified it pursuant to this ARTICLE XII, such Indemnified Party shall promptly pay over to the Indemnitor the amount so recovered in respect of such Losses and Expenses (after deducting therefrom the full amount of the expenses incurred by such Indemnified Party in procuring such recovery (including, in the case of insurance proceeds, any deductible or self-insured retention amount)), but not in excess of the amount previously so paid by the Indemnitor to or on behalf of the Indemnified Party in respect of such Losses and Expenses.

(f) EXCEPT AS SET FORTH IN SECTION 12.6(i), (I) IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS ARTICLE XII FOR (X) ANY PUNITIVE DAMAGES OR (Y) (1) ANY DAMAGES RESULTING FROM OR ARISING OUT OF ANY BREACH OF ANY WARRANTY OR THE INACCURACY OF ANY REPRESENTATION CONTAINED IN THIS AGREEMENT WHICH (A) WOULD NOT, AS OF THE DATE HEREOF, BE THE REASONABLY FORESEEABLE RESULT OF A BREACH OF SUCH WARRANTY OR INACCURACY OF SUCH REPRESENTATION OF THE NATURE GIVING RISE TO THE RELEVANT INDEMNIFIABLE EVENT OR (B) WERE NOT PROXIMATELY CAUSED BY THE RELEVANT INDEMNIFIABLE EVENT OR (2) ANY DAMAGES (OTHER THAN THOSE RESULTING FROM OR ARISING OUT OF ANY BREACH OF ANY WARRANTY OR THE INACCURACY OF ANY REPRESENTATION CONTAINED IN THIS AGREEMENT) WHICH ARE NOT THE REASONABLY FORESEEABLE RESULT OF THE RELEVANT INDEMNIFIABLE EVENT OR WERE NOT PROXIMATELY CAUSED BY THE RELEVANT INDEMNIFIABLE EVENT, EXCEPT TO THE EXTENT ANY SUCH DAMAGES DESCRIBED IN THE FOREGOING CLAUSES (X) AND (Y) ARE FINALLY DETERMINED TO BE PAYABLE AND ACTUALLY PAID TO A THIRD PARTY IN RESPECT OF A THIRD PERSON CLAIM IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE XII, AND (II) WITH RESPECT TO THE INDEMNITIES PROVIDED UNDER SECTIONS 12.1(a)(iv) AND 12.2(b)(i), IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF REVENUES OR PROFITS, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE FINALLY DETERMINED TO BE PAYABLE AND ACTUALLY PAID TO A THIRD PARTY IN RESPECT OF A THIRD PERSON CLAIM IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE XII.

(g) Except (i) for remedies arising under the JV Entity Ancillary Agreements, Company Ancillary Agreements, Partner Ancillary Agreements and Andrews Ancillary Agreements (which remedies shall be governed exclusively by the terms thereof and shall not be limited by the terms of this Agreement), (ii) as set forth in Section 12.6(i) and (iii) injunctive and provisional relief (including specific performance), if the Closing occurs, this ARTICLE XII shall be the sole and exclusive remedy for breaches of this Agreement (including any covenant, obligation, representation or warranty contained in this Agreement) or otherwise in respect of the transactions contemplated hereby. For the avoidance of doubt, no remedy related to or arising from any breach of any JV Entity Ancillary Agreement, Company Ancillary Agreement, Partner Ancillary Agreement or Andrews Ancillary Agreement shall be available under this ARTICLE XII. Subject to Section 12.6(i), the parties may not avoid the limitations on liability, recovery and recourse set forth in this ARTICLE XII by seeking damages for breach of contract, tort or pursuant to any other theory or liability. Any liability for indemnification under this Agreement shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement. Anything herein to the contrary notwithstanding, no breach of any representation, warranty, covenant or agreement contained herein shall give rise to any right on the part of the JV Entity, the Company, Partner or any Andrews Party, after the consummation of the transactions contemplated by this Agreement, to rescind this Agreement or any of the transactions contemplated hereby; provided, however, in the event that the Andrews Investment or the Partner Investment occurs prior to the Nathan Transaction and the Nathan Transaction fails to be consummated for any reason whatsoever and the Nathan Merger Agreement is terminated, the parties hereto agree that concurrently with the termination of the Nathan Merger Agreement, (I) JV Entity shall return to Andrews and Partner the Andrews Investment Amount

and the Partner Investment Amount, respectively, to the extent paid to JV Entity prior to such time, (II) Andrews LLC and Partner shall return to JV Entity the JV Entity LLC Agreement, and the Common Units (other than the Common Units issued to Andrews LLC in exchange for the Initial JV Membership Interest) and Preferred Units purchased hereby shall, without any further action by any party, automatically be cancelled and deemed returned to JV Entity, and (IV) other than the obligations set forth in clauses (I) and (II) of this proviso, the parties shall have no further obligations under this Agreement and Andrews and Partner shall have no rights, title or interest in or to the Andrews Units (other than the Common Units issued to Andrews LLC in exchange for the Initial JV Membership Interest, which shall be retained by Andrews LLC) or the Partner Units, respectively. Notwithstanding anything to the contrary in this Agreement, (x) Andrews shall not be required to indemnify any JV Entity Group Member for any Losses to the extent the liability underlying such Losses was included as a current liability in the computation of the Final Closing Net Working Capital Amount and (y) it is intended that the provisions of this Agreement will not result in a duplicative payment of any amount required to be paid under this Agreement, and this Agreement shall be construed accordingly.

(h) In the event it is finally determined that any JV Entity Group Member is entitled to be indemnified pursuant to this Article XII for any Losses or Expenses, such Losses and/or Expenses shall be paid by the Indemnitor to the JV Entity. Andrews may, at its option, satisfy any indemnification obligation for Losses hereunder (other than pursuant to Section 12.1(a)(iv)) in excess of the first $22,500,000 of Losses payable by Andrews under this Article XII (other than pursuant to Section 12.1(a)(iv), in whole or in part, by surrendering a number of Common Units with a value equal to the amount of all or such part of such indemnification obligation (based on the Fair Market Value (as defined in the JV Entity LLC Agreement) of such equity as of the time of surrender).

(i) Nothing in this ARTICLE XII shall operate to limit the liability of Andrews to the JV Entity Group Members in the event Andrews is finally determined by a court of competent jurisdiction to have committed actual fraud with specific intent to deceive any JV Entity Group Member with respect to the representations and warranties expressly made herein.

Section 12.7 Mitigation. Each of the parties shall take commercially reasonable steps to mitigate their respective Losses and Expenses that are indemnifiable hereunder.

Section 12.8 No Right of Contribution. None of the JV Entity Group Members shall have any claim or right to contribution or indemnity (including under any provision of any certificate of incorporation, articles of incorporation, bylaws, certificate of formation, articles of organization, limited liability company agreement, operating agreement or other organizational documents, any indemnification or similar agreement or otherwise) from any Andrews Group Member or any Partner Group Member with respect to any Losses or Expenses or claims for indemnification pursuant to this Article XII required to be paid by any JV Entity Group Member or other amounts required to be paid by any JV Entity Group Member pursuant to this Agreement. None of the Andrews Group Members shall have any claim or right to contribution or indemnity (including under any provision of any certificate of incorporation, articles of incorporation, bylaws, certificate of formation, articles of organization, limited liability company agreement, operating agreement or other organizational documents, any indemnification or similar agreement or otherwise) from any JV Entity Group Member (including the Company) or Partner Group Member with respect to any Losses or Expenses or claims for indemnification pursuant to this Article XII required to be paid by any Andrews

Group Member or other amounts required to be paid by any Andrews Group Member pursuant to this Agreement. None of the Partner Group Members shall have any claim or right to contribution or indemnity (including under any provision of any certificate of incorporation, articles of incorporation, bylaws, certificate of formation, articles of organization, limited liability company agreement, operating agreement or other organizational documents, any indemnification or similar agreement or otherwise) from any JV Entity Group Member (including the Company) or Andrews Group Member with respect to any Losses or Expenses or claims for indemnification pursuant to this Article XII required to be paid by any Partner Group Member or other amounts required to be paid by any Partner Group Member pursuant to this Agreement.

Section 12.9 No Circular Recovery. Notwithstanding anything to the contrary in this Agreement, each Andrews Group Member hereby agrees that it will not, and shall not be entitled to, make any claim for indemnification against the JV Entity or the Company in respect of any Losses or Expenses for which Andrews is obligated to indemnify any JV Entity Group Member pursuant to Section 12.1(a)(i) or (ii).

ARTICLE XIII
TERMINATION

Section 13.1 Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Partner and Andrews; or

(b) by Partner or Andrews by written notice to the other if the Nathan Merger Agreement has been terminated in accordance with its terms.

Section 13.2 Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 13.1 shall give written notice of such termination to the other party to this Agreement.

Section 13.3 Effect of Termination. If this Agreement is terminated pursuant to this ARTICLE XIII, this Agreement shall forthwith become void and no further force or effect whatsoever and there shall be no further liabilities or obligations of the parties under this Agreement (other than with respect to this Section 13.3 (Effect of Termination), Section 9.6 (Fees and Expenses), and ARTICLE XIV (Miscellaneous), which provisions shall each survive such termination); provided, however, that nothing in this Section 13.3 shall relieve any party from any liability under the Reimbursement Agreement.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Survival of Representations, Warranties, Covenants, Agreements and Obligations. Subject to Section 12.6(i), the representations, warranties, covenants, agreements and obligations contained in this Agreement shall survive the Closing for the same period during which an indemnification claim is permitted to be made pursuant to ARTICLE XII, after which time such representations, warranties, covenants, agreements and obligations shall terminate (except for those that survive indefinitely) and the parties shall have no rights or remedies thereafter with respect to any breach of such representations, warranties, covenants, agreements and obligations.

Section 14.2 Confidential Nature of Information. Each party hereto agrees that all documents, materials and other information which it shall have obtained regarding the other parties during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents shall be held in confidence pursuant to the Confidentiality Agreement, which Confidentiality Agreement shall terminate at Closing. From and after the Closing, each of Partner, the JV Entity and the Company agrees that each such Person will keep confidential and will not disclose or divulge, or, other than in connection with its business relationship with Andrews and without disclosing or divulging such information to any party other than Andrews or its subsidiaries expect as permitted by this Section 14.2, use for any purpose, any information obtained from Andrews or any of its subsidiaries (other than the JV Entity or its subsidiaries) (such information, the "Andrews Information"), unless such information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 14.2 by such Person or its controlled Affiliates), (b) is or has been independently developed or conceived by such Person without use of the Andrews Information, or (c) is or has been made known or disclosed to such Person by a third party without a breach of any obligation of confidentiality such third party may have to Andrews or its subsidiaries (other than the JV Entity or its subsidiaries); provided, however, that each of Partner, the JV Entity or the Company may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with matters related to Andrews; (ii) as may otherwise be required by law, provided that such Person promptly notifies Andrews of such disclosure and takes reasonable steps to avoid or minimize the extent of any such required disclosure and, in the absence of a protective order, provided, further, that such Person discloses only so much of such information to the Person requiring disclosure as is required; or (iii) in satisfaction of requests for information in connection with a routine examination by a governmental regulatory authority having jurisdiction over the Partner, the JV Entity or the Company or their respective Affiliates, as applicable, that is not specifically targeted at Andrews or the Andrews Information, provided that such Person shall advise the governmental regulatory authority of the confidential nature of such information. Notwithstanding anything to the contrary herein, the obligations of Partner, the JV Entity and the Company, from and after the Closing, pursuant to this Section 14.2, shall not apply to, and the following shall not constitute Andrews Information: (w) any information that relates exclusively to the Business; (x) any information constituting a Transferred Asset; (y) any information provided under the License Agreement (which information shall be governed by the terms of the License Agreement); or (z) any information provided under the Transition Services Agreement (which information shall be governed by the terms of the Transition Services Agreement).

Section 14.3 Governing Law; Submission to Jurisdiction. Except as otherwise expressly set forth in this Agreement, all issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any action or proceeding seeking

to enforce any provision of, or based on any right arising out of, this Agreement or the transactions contemplated thereby may be brought against any of the parties only in the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any Delaware State court or, to the extent permitted by Requirements of Law, any Federal court of the United States of America, sitting within the State of Delaware), and, except as otherwise expressly set forth in this Agreement, each of the parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Notwithstanding the foregoing, the parties hereby further agree that, (i) the Debt Commitment Letters and the performance thereof by the Financing Sources shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof and (ii) it will not bring any legal proceeding, whether in Requirements of Law or in equity, whether in contract or in tort or otherwise, against the Financing Sources in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Debt Commitment Letters or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Requirements of Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

Section 14.4 Waiver of Jury Trial. Each party hereby expressly waives any right to trial by jury in any dispute, whether sounding in contract, tort or otherwise, between the parties hereto arising out of or related to the transactions contemplated by this Agreement or any of the Andrews Ancillary Agreements, Company Ancillary Agreements or Partner Ancillary Agreements, or any other instrument or document executed or delivered in connection herewith or therewith and agrees that such waiver shall extend to the Financing Sources. Any party hereto may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties to the waiver of their right to trial by jury.

Section 14.5 Costs and Attorneys' Fees. Subject to the limitations set forth herein, in the event that any Action is instituted concerning or arising out of this Agreement, the prevailing party shall recover from the other party all of such prevailing party's reasonable out-of-pocket fees, costs and expenses (including attorneys' fees) incurred in connection with each and every such Action, including any and all appeals and petitions therefrom.

Section 14.6 No Public Announcement. None of the JV Entity, the Company, Partner or Andrews shall, without the approval of the others, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by Requirements of Law, in which case the other parties shall be advised and the parties shall use their reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided, however, that the foregoing shall not preclude communications or disclosures (a) necessary to implement the provisions of this Agreement or to comply with the accounting and the SEC disclosure obligations or the rules of any stock exchange or (b) with public stockholders and/or analysts in the ordinary course of business for a transaction of the type contemplated by this Agreement; provided, however, that, to the extent reasonably practical and subject to Requirements of Law, Andrews shall provide Partner with drafts of any such written communications or disclosures a reasonable time prior to filing or publication in order to allow Partner an opportunity to provide comments on such communication or disclosure to the extent referencing the JV Entity or the Company and Andrews shall reasonably consider in good faith such comments provided by Partner.

Section 14.7 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally, by facsimile or electronic mail or when sent by registered or certified mail (postage prepaid, return receipt requested) or by an internationally recognized overnight courier service addressed as follows:

If to Partner, to:

GI Manager L.P.
188 The Embarcadero, 7th Floor
San Francisco, CA 94105
Attention: David Smolen
Email: David.Smolen@gipartners.com
Facsimile: (415) 688-4801

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

Paul Hastings LLP
695 Town Center Drive, Seventeenth Floor
Costa Mesa, CA 92626-1924
Attention: William Simpson and Brandon Howald
Email: billsimpson@paulhastings.com;
brandonhowald@paulhastings.com
Facsimile: (714) 979-1921

If to Andrews, to:

c/o Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Facsimile: 919-800-6051
Email: brian.farley@allscripts.com
Phone: 312-447-2400

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Facsimile: 312-853-7036
Attention: Gary Gerstman and Seth Katz
Email: ggerstman@sidley.com;
skatz@sidley.com

or to such other address as such party may indicate by a notice delivered to the other party hereto. Any notices or other communications required or permitted hereunder to the JV Entity or the Company shall be delivered to both Partner and Andrews in accordance with the foregoing provisions of this Section 14.7.

Section 14.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no party to this Agreement may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other parties to this Agreement; provided, however, notwithstanding the foregoing, at or following the Closing, the Company may, without obtaining the consent of any party hereto, assign any of its rights and/or obligations under this Agreement to its lenders as collateral security.

Section 14.9 Access to Records after Closing.

(a) For a period of six years after the Closing Date, Andrews and its representatives shall have reasonable access to all of the books and records of the Business to the extent that such access may reasonably be required by Andrews in connection with matters relating to or affected by the operations of the Business prior to the Closing Date. Such access shall be afforded by the Company upon receipt of reasonable advance notice and during normal business hours. Andrews shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 14.9(a). If the Company shall desire to dispose of any of such books and records prior to the expiration of such six-year period, the Company shall, prior to such disposition, give Andrews a reasonable opportunity, at Andrews's expense, to segregate and remove such books and records as Andrews may select.

(b) For a period of six years after the Closing Date, the Company and its representatives shall have reasonable access to all of the books and records relating to the Business which Andrews or any of its Affiliates may retain after the Closing Date. Such access shall be afforded by Andrews and its Affiliates upon receipt of reasonable advance notice and during normal business hours. The Company shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 14.9(b). If Andrews or any of its Affiliates shall desire to dispose of any of such books and records prior to the expiration of such six-year period, Andrews shall, prior to such disposition, give the Company a reasonable opportunity, at the Company's expense, to segregate and remove such books and records as the Company may select.

Section 14.10 Entire Agreement; Amendments. This Agreement, the exhibits and schedules referred to herein, the documents delivered pursuant hereto and the Confidentiality Agreement contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the parties hereto (including the letter agreement, dated February 23, 2016, by and between Andrews and GI GP IV LLC). Subject to applicable Requirements of Law and subject to Section 14.17, this Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto. Notwithstanding anything to the contrary contained herein, Article XIII, Section 14.3, Section 14.4, the final proviso of Section 14.8, this Section 14.10, Section 14.11, Section 14.18, and Section 14.19 (and the related definitions used in those sections and any other provisions of this Agreement to the

extent a modification or waiver thereof would serve to modify the substance or provisions of such Sections) may not be amended, waived or otherwise modified in a manner that impacts or is adverse in any material respect to any Financing Sources without the prior written consent of such Financing Sources.

Section 14.11 Interpretation. Articles, titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The schedules and exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The Disclosure Schedule delivered pursuant to this Agreement shall be in writing and arranged in sections, subsections and paragraphs corresponding to the numbered and lettered sections, subsections and paragraphs of the Agreement. Any fact or item disclosed in any section of the Disclosure Schedule shall be deemed to have been disclosed with respect to (a) the representations and warranties contained in the corresponding section, subsection or paragraph of this Agreement and (b) all other applicable representations or warranties contained in this Agreement if the applicability of such disclosure to any other applicable representation or warranty would be reasonably apparent on its face to a Person reviewing the Disclosure Schedule, regardless of whether an explicit reference to such other representation or warranty is made. Neither the specification of any dollar amount in any representation or warranty contained in this Agreement nor the inclusion of any specific item in any schedule hereto is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no party shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in any schedule is or is not material for purposes of this Agreement. Unless this Agreement specifically provides otherwise, neither the specification of any item or matter in any representation or warranty contained in this Agreement nor the inclusion of any specific item in any section of the Disclosure Schedule is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no party shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in any section of the Disclosure Schedule is or is not in the ordinary course of business for purposes of this Agreement.

Section 14.12 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of the party granting such waiver. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach, not shall any single or partial exercise of any rights, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 14.12.

Section 14.13 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 14.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

Section 14.15 Further Assurances.

(a) Upon the terms and subject to the conditions herein, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable under applicable Requirements of Law to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including: (i) the satisfaction of the conditions precedent to the obligations of any of the parties hereto; (ii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the performance of the obligations hereunder; and (iii) the execution and delivery of such instruments, and the taking of such other actions, as the other party hereto may reasonably require in order to carry out the intent of this Agreement.

(b) Without limiting the generality of the foregoing, from time to time following the Closing, Andrews shall execute and deliver, or cause to be executed and delivered, to the Company such other instruments of conveyance and transfer as the Company may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, the Company and put the Company in possession of, any part of the Transferred Assets, including with respect to any asset held by any Affiliate of Andrews that would be a Transferred Asset hereunder if owned by an Andrews Party as of the Closing Date; provided, however, that Section 2.2 shall govern with respect to approvals, consents and waivers required in connection with the transfer of Contracts, warranties and Purchase Orders. From time to time following the Closing, the Company shall execute and deliver, or the JV Entity or the Company shall cause to be executed and delivered, to Andrews such other instruments of assumption as Andrews may reasonably request or as may be otherwise necessary to evidence the assumption by the Company of the Assumed Liabilities.

Section 14.16 Disclaimer of Warranties. Andrews makes no representations or warranties with respect to any projections, forecasts or other forward-looking information provided to Partner, the JV Entity or the Company. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, ANDREWS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE TRANSFERRED ASSETS OR THE COMPANY EQUITY INTERESTS (INCLUDING ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN THE ANDREWS ASSET

ASSIGNMENT AGREEMENT OR THE ANDREWS EQUITY ASSIGNMENT AGREEMENT, WHICH ARE HEREBY SUPERSEDED). Each of the Company, the JV Entity and Partner acknowledges that, except for the representations and warranties of Andrews set forth in ARTICLE V, neither Andrews nor any of its representatives or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any memoranda, charts or summaries heretofore made available by Andrews or its representatives to Partner, the JV Entity or the Company or any other information which is not included in this Agreement, and, except as provided in ARTICLE XII (and without limiting the effect of Section 12.6(i)) , neither Andrews nor any of its representatives or any other Person will have or be subject to any liability to the Company, the JV Entity, Partner, any Affiliate of the Company, the JV Entity or Partner or any other Person (except as expressly set forth in a written agreement entered into between Andrews and such Person following the date hereof) resulting from (a) the distribution of any such information to, or use of any such information by, the Company, the JV Entity, Partner, any Affiliate of the Company, the JV Entity or Partner or any of their agents, consultants, accountants, counsel or other representatives or (b) any errors in or omissions from any such information. Each of the Company, the JV Entity and Partner acknowledges and agrees that it is not entitled to rely upon any representations or warranties or other statements of fact or opinion, other than the representations and warranties expressly set forth in this Agreement (or in any Andrews Ancillary Agreement (other than the Andrews Asset Assignment Agreement or the Andrews Equity Assignment Agreement), JV Entity Ancillary Agreement, Company Ancillary Agreement (other than the Andrews Asset Assignment Agreement or the Andrews Equity Assignment Agreement) or Partner Ancillary Agreement).

Section 14.17 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the terms or provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained in this Agreement, the parties shall be entitled, in addition to any other remedy to which any party may be entitled at law or in equity, to an injunction or injunctions or other relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, in each case without the requirement of posting a bond or proving actual damages (which requirements the other parties hereby waive).

Section 14.18 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for (a) the Indemnified Parties under ARTICLE XII and (b) the Financing Sources with respect to any liability cap or other limitation on remedies or damages in this Agreement that are for the benefit of Partner, ARTICLE XIII, Section 14.3, Section 14.4, the final proviso of Section 14.8, Section 14.10, Section 14.12, this Section 14.18, and Section 14.19.

Section 14.19 No Recourse. Except with respect to the obligations of the Financing Sources owed to Merger Sub under the Debt Commitment Letter (and to the Surviving Corporation (as defined in the Nathan Merger Agreement) following the Merger), no Financing Sources shall have any liability (whether in contract or in tort, at law or in equity) for any obligations or liabilities arising under, in connection with or related to this Agreement or any other agreement executed in connection herewith (as the case may be) or any claim based on, in respect of, or by reason of this Agreement or such agreement (as the case may be) or the

negotiation or execution hereof or thereof, and each such Person waives and releases all such liabilities, claims and obligations against any Financing Source. The Financing Sources are expressly intended as third party beneficiaries of this Section 14.19.

[*Signature Page Follows*]

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

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Richard Poulton
Name: Richard Poulton
Title: President

NATHAN HOLDING LLC

By: /s/ Richard Poulton
Name: Richard Poulton
Title: President

ANDREWS HENDERSON LLC

By: /s/ Richard Poulton
Name: Richard Poulton
Title: President

GI NETSMART HOLDINGS LLC

By: /s/ Howard Park
Name: Howard Park
Title: Director

Signature Page to Contribution and Investment Agreement

Exhibit 2.2

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

dated as of March 20, 2016

by and among

NATHAN INTERMEDIATE LLC,

NATHAN MERGER CO.,

NETSMART, INC.

and

GENSTAR CAPITAL PARTNERS V, L.P.

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EXHIBITS

SCHEDULES

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of March 20, 2016 by and among Nathan Intermediate LLC, a Delaware limited liability company ("Parent"), Nathan Merger Co., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), Netsmart, Inc., a Delaware corporation (the "Company"), and Genstar Capital Partners V, L.P., as the Equityholders' Representative (the "Equityholders' Representative").

WHEREAS, the respective Boards of Directors of Merger Sub and the Company have each determined that the merger of Merger Sub with and into the Company (the "Merger") is advisable and in the best interests of their respective stockholders, and the Boards of Directors of each of Parent, Merger Sub and the Company have approved the Merger, upon the terms and subject to the conditions set forth in this Agreement, pursuant to which each share of common stock, par value $0.0001 per share of the Company (the "Company Common Stock"), issued and outstanding immediately prior to the Effective Time, other than shares owned or held directly or indirectly by Parent or the Company and other than Dissenting Shares, shares of Company Common Stock subject to Vested Company Options and Exchanged Shares, shall be converted into the right to receive the consideration set forth in this Agreement;

WHEREAS, immediately following the execution and delivery of this Agreement, the respective Boards of Directors of Merger Sub and the Company shall present this Agreement for adoption by the respective stockholders of Merger Sub and the Company, and such stockholders shall adopt this Agreement, thereby approving the Merger and the other transactions contemplated by this Agreement;

WHEREAS, the Persons listed on Schedule I hereto are the record owners of (i) all of the issued and outstanding shares of capital stock of the Company, and (ii) all of the outstanding options to purchase capital stock of the Company, in each case in the respective amounts set forth opposite their names on Schedule I hereto;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition of the willingness of the Company to enter into this Agreement, each of Allscripts Healthcare Solutions, Inc. ("Allscripts"), GI Partners Fund IV L.P. and GI Partners Fund IV-B L.P. (together, "GI Partners" and, collectively with Allscripts, the "Guarantors," and, each, a "Guarantor") is entering into a guarantee with the Company (each, a "Guarantee") pursuant to which each Guarantor is guaranteeing certain obligations of Parent and Merger Sub in connection with this Agreement, as specified and subject to the terms and conditions in the Guarantees;

WHEREAS, concurrently with the execution and delivery of this Agreement by the parties hereto, and as a condition to the willingness of Parent and Merger Sub to enter into this Agreement, certain Equityholders listed on Schedule II (which may be updated by Parent from time to time up to the fourth Business Day prior to the Closing Date when Annex A to the Rollover Agreement is updated in accordance with the terms of the Rollover Agreement; provided that, for the avoidance of doubt, any such updates to Schedule II to this Agreement or Annex A to the Rollover Agreement shall not be a condition to the obligations of Parent and/or Merger Sub to consummate the Closing) (collectively, the "Rollover Stockholders") have entered into a Rollover Agreement with Nathan Holding LLC, a Delaware limited liability company ("Parent Holdco") pursuant to which each Rollover Stockholder has agreed to exchange that number of shares of Common Stock as determined in accordance with the provisions of the Rollover Agreement (collectively, the "Exchanged Shares") for equity interests of Parent Holdco, immediately prior to the Closing;

WHEREAS, concurrently with the execution and delivery of this Agreement by the parties hereto, and as a condition to the willingness of Parent and Merger Sub to enter into this Agreement, certain Equityholders listed on Schedule III (which may be updated by Parent from time to time up to the fourth Business Day prior to the Closing Date when Annex A to the Securities Purchase Agreement is updated in accordance with the terms of the Securities Purchase Agreement; provided that, for the avoidance of doubt, any such updates to Schedule III to this Agreement or Annex A to the Securities Purchase Agreement shall not be a condition to the obligations of Parent and/or Merger Sub to consummate the Closing) (collectively, the "Designated Holders") have entered into a Securities Purchase Agreement with Parent Holdco pursuant to which each Designated Holder has agreed to invest a portion of such Designated Holder's Estimated Option Payment in Parent Holdco in exchange for equity interests of Parent Holdco, as set forth in the Securities Purchase Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, certain Equityholders have delivered, or caused to be delivered, to Parent duly executed non-solicit agreements (the "Non-Solicit Agreements"), which Non-Solicit Agreements shall become effective upon the Effective Time;

WHEREAS, concurrently with the execution of this Agreement, certain employees of the Company have delivered, or caused to be delivered, to Parent duly executed amended and restated employment agreements (the "Amended Employment Agreements"), in each case, in the respective forms agreed to by such parties, which such Amended Employment Agreements shall become effective upon the Effective Time;

WHEREAS, concurrently with the execution of this Agreement, each of the Equityholders listed on Schedule IV hereto (each, a "Support Agreement Party") has delivered, or caused to be delivered, to Parent duly executed support agreements in favor of Parent (the "Support Agreements"), which such Support Agreements are effective upon execution by such Persons; and

WHEREAS, Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement and also prescribe various conditions to the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS

SECTION 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Acquired Companies" means, collectively, the Company and each of its Subsidiaries.

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry relating to, or any Person's indication of interest in (i) the sale, license, disposition, transfer or acquisition of more than 50% of the assets of the Acquired Companies, taken as a whole, (ii) the issuance, disposition or acquisition of (a) capital stock or other equity securities

of the Company (other than in connection with the exercise of any Company Option) representing at least 20% of the outstanding Company Common Stock, (b) any subscription, option, call, warrant, preemptive right, right of first refusal or any other right (whether or not exercisable) to acquire capital stock or other equity securities of the Company (other than the grant of Company Options to newly hired employees of the Company in the ordinary course of business consistent with past practices) representing at least 20% of the outstanding Company Common Stock or (c) securities, instruments or obligations that are or may become convertible into or exchangeable for capital stock or other equity securities of the Company representing at least 20% of the outstanding Company Common Stock or (iii) any merger, consolidation, business combination, reorganization or similar transaction involving the Company in which the current holders of Company Common Stock would no longer hold at least a majority of the outstanding Company Common Stock as a result of such transaction.

"Action" means any litigation (in law or equity), claim, action, suit or proceeding, arbitral action, governmental inquiry, criminal prosecution or investigation.

"Affiliate" means, when used with respect to a specified Person, another Person that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person.

"Aggregate Exercise Price" means the aggregate exercise price of all Vested Company Options that are outstanding as of immediately prior to the Effective Time.

"Aggregate Payments" means the payment in full, in cash, of the Merger Consideration and all other amounts to be paid in connection therewith by Parent or Merger Sub, or the Company, the Surviving Corporation or their Subsidiaries, including the repayment of Company Debt, the payment of Unpaid Company Transaction Expenses, the deposit of the Escrow Fund and the funding of the Representative Fund.

"Antitrust Laws" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and all 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 significant impediments to or lessening of competition or the creation or strengthening of a dominant position through merger or acquisition, in any case that are applicable to the transactions contemplated by this Agreement.

"Business" means the business and operations of the Acquired Companies.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York.

"Calculation Time" means 11:59 p.m. Central time on the day immediately preceding the Closing Date.

"Cash" means cash and cash equivalents in the accounts of the Acquired Companies, including marketable securities and short-term investments, less the aggregate amount of any outstanding checks, transfers and drafts plus deposits that are in transit to the accounts of the Acquired Companies, in each case, as determined in accordance with GAAP; provided, that Cash shall exclude any restricted cash (as determined in accordance with GAAP).

"Cleanup" means all actions required by applicable Law to: (1) cleanup, remove, treat or remediate Hazardous Materials in the indoor or outdoor environment; (2) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or

welfare or the indoor or outdoor environment; (3) perform pre-remedial studies and investigations and post-remedial monitoring and care; or (4) respond to any government requests for information or documents in any way relating to cleanup, removal, treatment or remediation or potential cleanup, removal, treatment or remediation of Hazardous Materials in the indoor or outdoor environment.

"Closing Cash" means the aggregate amount of all Cash of the Acquired Companies as of the Calculation Time.

"Closing Debt" means all Debt (including the Company Debt) of the Acquired Companies as of immediately prior to the Closing; provided, however, notwithstanding the foregoing or anything to the contrary in this Agreement, if the amount of Debt of the Acquired Companies is reduced at any time after the Calculation Time but prior to as of immediately prior to the Closing, the amount of such reduction to the Debt of the Acquired Companies shall be deemed to still be outstanding as of immediately prior to the Closing for purposes of calculating the amount of Closing Debt and determining the Merger Consideration Estimate and the Merger Consideration and any adjustments thereto.

"Closing Net Working Capital Amount" means (i) the aggregate dollar amount of all assets of the Acquired Companies properly characterized as current assets under the Specified Accounting Principles (but excluding any amounts included within Cash, prepaid Company Transaction Expenses and deferred Tax assets), less (ii) the aggregate dollar amount of all liabilities of the Acquired Companies properly characterized as current liabilities under the Specified Accounting Principles (including any short-term or long-term deferred revenues, but excluding any amounts included within Closing Debt or Unpaid Company Transaction Expenses, deferred Tax liabilities, liabilities for stock-based compensation expense and the amount of any outstanding checks, transfers and drafts), in the case of each of clause (i) and clause (ii), as of the Calculation Time and calculated in accordance with the Specified Accounting Principles; provided, however, that in no event shall any Tax asset or Tax liability include (A) any items related to the Transaction Deductions for purposes of the calculation of the Closing Net Working Capital Amount, or (B) any Tax assets related to the exercise of Company Options from the Balance Sheet Date through the Calculation Time or the payment of any amounts from the Balance Sheet Date through the Calculation Time that would have been Transaction Deductions if paid on the Closing Date, excluding, for the avoidance of doubt, any scheduled principal or interest payments with respect to the Company Debt that are required to be made prior to the Calculation Time pursuant to the terms of the Company Debt as in effect on the date hereof.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Commitment Letters" means the Debt Commitment Letter and the Equity Commitment Letters.

"Company Benefit Plan" means each "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA) and each other material plan, program, policy, agreement or arrangement providing compensation or benefits of any kind (excluding base compensation, overtime and shift differential), including any stock purchase, stock option, restricted stock and stock units, share appreciation rights, severance, employment, change-in-control, fringe benefit, bonus, incentive, deferred compensation, group or individual health, dental, medical, life insurance or survivor benefits that are sponsored, maintained, contributed to or required to be contributed to by any Acquired Company for the benefit of any current or former employee, officer, director or other natural person service provider of any Acquired Company.

"Company Debt" means, as of any date, all indebtedness of any Acquired Company under (1) that certain Credit Agreement dated February 27, 2015 by and among the Company, Netsmart

Technologies, Inc., the lenders party thereto, GCI Capital Markets LLC as Co-Book Runner and Administrative Agent and Macquarie CAF LLC, as Co-Book Runner and Documentation Agent and (2) that certain Second Lien Credit Agreement dated February 27, 2015 by and among the Company, Netsmart Technologies, Inc., the lenders party thereto, and Ares Capital Corporation as Administrative Agent, Lead Arranger and Bookrunner, together with all accrued but unpaid interest thereon as of such date, and all prepayment penalties, breakage fees and other exit fees paid or payable in the event that such indebtedness is to be repaid or otherwise discharged as of such date of determination.

"Company Employee" means each employee of the Acquired Companies.

"Company Financial Advisors" means JP Morgan Securities, LLC and William Blair and Company, LLC.

"Company IP" means all Proprietary Rights and Technology owned by an Acquired Company.

"Company Options" means all outstanding options to purchase or otherwise acquire shares of Company Common Stock, whether vested or unvested, issued pursuant to the Option Plan.

"Company Options Dividend Bonuses" means the aggregate amount in cash to be paid by the Company to Optionholders in connection with the dividends per share paid to holders of Company Common Stock in December 2012 and February 2015, which bonus amounts were deferred and scheduled to become vested and payable on the same terms and conditions as the unvested Company Options to which such bonus payments relate, and which bonus payments shall become vested and payable at the Effective Time to those Company Employees who, immediately prior to the Effective Time, hold the Company Options to which such bonus payments correspond.

"Company Transaction Expenses" means any of the following incurred by or on behalf of any of the Acquired Companies on or prior to the Closing (or incurred on or prior to the Closing by any other Person that are required to be reimbursed by any of the Acquired Companies), without duplication: (i) any fees, costs or expenses incurred in connection with this Agreement, any of the Transaction Documents or any of the transactions contemplated by this Agreement (including any legal, accounting, financial advisory, investment banking, brokers', finders' or other advisory or consulting or similar fees, costs or other expenses), including (A) any fees and disbursements payable by the Acquired Companies (or required to be reimbursed by any of the Acquired Companies) to the Company Financial Advisors and to Genstar Capital, LLC, (B) the fees and disbursements payable to legal counsel or accountants of the Acquired Companies that are incurred by the Acquired Companies (or required to be reimbursed by any of the Acquired Companies) in connection with this Agreement, any of the Transaction Documents or any of the transactions contemplated hereunder or thereunder, and (C) all other miscellaneous expenses or costs, in each case, incurred by the Acquired Companies (or required to be reimbursed by any of the Acquired Companies) in connection with the transactions contemplated by this Agreement, any of the Transaction Documents or any of the transactions contemplated hereunder or thereunder (provided, however, that the foregoing clauses (B) and (C) shall not include any fees, expense or disbursements incurred by Parent or Merger Sub, or by the Surviving Corporation following the Closing, including the fees and expenses of Parent's attorneys, accountants and other advisors); (ii) the Company Options Dividend Bonuses and (iii) any obligations to pay any current or former managers, directors, officers, employees or other service providers of any of the Acquired Companies any compensation or other payment arising or resulting from, triggered by or otherwise in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement (including any stay or retention bonuses or payments, sale bonuses or payments, change of control bonuses or payments, severance payments or similar bonuses or payments paid, owing, payable, arising from, triggered by or

otherwise in connection with the consummation of the transactions contemplated by this Agreement, but excluding any such bonuses or payments that do not become payable until the occurrence of a termination of employment or the occurrence of any other event or circumstance that may occur after the consummation of the transactions contemplated by this Agreement) (for the avoidance of doubt, except for any portion of the Merger Consideration payable to an Equityholder, in his, her or its capacity as such, in respect of such Equityholder's Company Common Stock or Vested Company Option pursuant to Section 2.6(a) of this Agreement). Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, in no event shall the amount of any obligation be included as Debt hereunder to the extent it is otherwise included as a Company Transaction Expense hereunder.

"Confidentiality Agreement" means that certain letter agreement dated November 19, 2015 between GI GP IV LLC and the Company, together with the joinder thereto executed by Allscripts on February 25, 2016.

"Contract" means any legally binding contract, agreement, subcontract, indenture, note, bond, loan, instrument, lease, license, purchase and sales order, conditional sales contract, mortgage or other arrangement, whether written or oral, including any and all amendments and modifications thereto.

"Debt" of any of the Acquired Companies means, without duplication, the principal of and accrued and unpaid interest in respect of (but in each case excluding inter-company obligations between the Company or one or more of its Subsidiaries and the Company or one or more of its Subsidiaries): (a) all indebtedness for borrowed money; (b) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (c) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which any such Acquired Company is responsible or liable; (d) all obligations of any such Acquired Company issued or assumed as the deferred purchase price of property or businesses, all conditional sale obligations of any such Acquired Company and all obligations of any such Acquired Company under any title retention agreement (but excluding ordinary course trade accounts payable that do not involve the purchase of equipment, fixed assets or other capital items), including all obligations of any such Acquired Company resulting from any holdback, earn-out, performance bonus or other contingent payment arrangement related to or arising out of any prior acquisition, business combination or similar transaction (including an amount equal to the maximum amounts that may become payable with respect to the Specified Deferred/Earn-Out Payments); (e) all liabilities of any such Acquired Company relating to any deferred compensation, bonuses or phantom stock arrangements (in each case whether accrued or not) in respect of any current or former employee, service provider or officer and the employer portion of any payroll Taxes payable in connection therewith, other than bonuses for the current fiscal year for current employees of the Acquired Companies that are granted and earned in the ordinary course of business consistent with past practices to the extent the amount of such bonuses are included as a current liability in the Closing Net Working Capital Amount; (f) any indebtedness or other amounts owing to any owner, holder of any Ownership Interests or Affiliate of any such Acquired Company (other than amounts owing (i) to the Company or any Subsidiary of the Company or (ii) for salary accruals, vacation accruals and other compensation and benefits owed to employees arising in the ordinary course of business consistent with the past practices of such Acquired Company), including any amounts owed with respect to any repurchases or purchases of any Ownership Interests and any amounts owed to Genstar Capital, LLC under any advisory services or management agreement, in each case other than to the extent any such amount is included as a current liability in the Closing Net Working Capital Amount; (g) any indebtedness secured by any Encumbrance on any property or asset owned or held by any such Acquired Company (whether or not such indebtedness secured thereby shall have been assumed by any such Acquired Company or is nonrecourse to the credit of any such Acquired Company); (h) all obligations under any performance bond or letter of credit, but only to the extent drawn or called prior to the Closing; (i) all capitalized lease obligations (including any accounts payable or accrued expenses relating to any capital leases) as determined under GAAP and any

off-balance sheet financing; (j) unfunded pension plan liabilities; (k) guarantees with respect to any indebtedness or obligations of any other Person (other than an Acquired Company) of a type described in clauses (a) through (j) above; and (l) for clauses (a) through (k) above, all accrued interest thereon, if any, and any termination fees, prepayment penalties, premiums, breakage costs, make-whole, expense reimbursement or other fees, costs, expenses or other payment obligations, in each case, that become payable (i) as a result of the repayment of Company Debt pursuant to Section 2.9 or (ii) as a result of the consummation of the transactions contemplated hereby; provided, however, that notwithstanding the foregoing, Debt shall not be deemed to include any trade accounts payable incurred in the ordinary course of business that do not involve the purchase of equipment, fixed assets or other capital items, any obligations under undrawn letters of credit, customer deposits or advance billings, and shall not include any Debt incurred by Parent, Merger Sub or any of their respective Affiliates in connection with the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, in no event shall the amount of any obligation be included as Debt hereunder to the extent it is otherwise included as a Company Transaction Expense hereunder.

"Debt Commitment Letter" means the debt commitment letter, dated as of the date hereof, among Merger Sub, UBS AG, Stamford Branch, and UBS Securities LLC, as amended, restated, amended and restated, supplemented or replaced in compliance with this Agreement or as required by Section 6.10 following a Financing Failure Event pursuant to which the financial institutions party thereto have agreed, subject only to the applicable Financing Conditions, to provide or cause to be provided the debt financing set forth therein for the purposes of financing the transactions contemplated hereby, including a portion of the Required Amount. For the purposes of this Agreement, the term "Debt Commitment Letter" shall be deemed to include any commitment letter (or similar agreement) with respect to any alternative financing arranged in compliance herewith (and any Debt Commitment Letter remaining in effect at the time in question).

"Debt Financing" means the debt financing incurred or intended to be incurred pursuant to the Debt Commitment Letter.

"Debt Financing Documents" means the agreements, documents and certificates contemplated by the Debt Financing.

"DGCL" means the General Corporation Law of the State of Delaware.

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, exclusive license, restriction on transfer (such as a right of first refusal or other similar rights) or other encumbrance of any kind or nature whatsoever.

"Environmental Claim" means any Action or other written notice by any Person alleging liability (including potential liability for investigatory costs, Cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the release or threatened release of any Hazardous Materials by any Acquired Company or (b) any violation, or alleged violation, of any Environmental Law.

"Environmental Law" means any Law pertaining to pollution or the protection of the environment.

"Equity Commitment Letters" means the equity financing commitment letters, dated as of the date hereof, between Parent and each Guarantor.

"Equity Financing" means the equity financing incurred or to be incurred pursuant to the Equity Commitment Letters.

"Equityholder" means any holder of Common Shares, Company Options or Exchanged Shares immediately prior to the Effective Time.

"Equityholder Information" means, (a) with respect to each Person who is a holder of Common Shares: (i) the name and address of record of such holder; (ii) the number of Common Shares held by such holder; (iii) the Per Share Merger Consideration Estimate that such holder is entitled to receive pursuant to Section 3.2(c); and (iv) such holder's Pro Rata Share; and (b) with respect to each Optionholder: (i) the name and address of record of such Optionholder; (ii) the exercise price per share and the number of Common Shares subject to each Vested Company Option held by such Optionholder; (iii) the Company Options Dividend Bonus amount that the Optionholder is entitled to receive pursuant to Section 2.10 and the Estimated Option Payment amount that the Optionholder is entitled to receive pursuant to Section 3.2(e); and (iv) such Optionholder's Pro Rata Share.

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

"Financing" means the Equity Financing and the Debt Financing.

"Financing Conditions" means: (i) with respect to the Debt Financing, the conditions precedent set forth in Exhibit D to the Debt Commitment Letter, and (ii) with respect to the Equity Financing, the conditions set forth in the Equity Commitment Letters.

"Financing Failure Event" means any of the following (a) the commitments with respect to all or any portion of the Financing expiring or being terminated, (b) for any reason all or any portion of the Financing becoming unavailable, (c) a breach or repudiation by any Financing Source of such obligations to fund commitments under the Commitment Letters, or (d) any party to a Debt Commitment Letter or any Affiliate or agent of such Person shall allege (in writing) that any of the events set forth in clauses (a) through (c) has occurred.

"Financing Sources" shall mean the entities that have directly or indirectly committed to provide or otherwise entered into agreements in connection with the Debt Financing in connection with the transactions contemplated hereby and their respective Affiliates, including the parties to the Debt Commitment Letter and any joinder agreements or credit agreements relating thereto together with any of their respective former, current or future general or limited partners, direct or indirect shareholders or equity holders, managers, members, directors, officers, employees, Affiliates, representatives or agents or any former, current or future general or limited partner, direct or indirect shareholder or equityholder, manager, member, director, officer, employee, Affiliate representative or agent of the foregoing.

"Fully Diluted Common Number" shall equal (i) the aggregate number of Common Shares (for the avoidance of doubt, excluding Dissenting Shares) held by all Equityholders immediately prior to the Effective Time, plus (ii) the aggregate number of shares of Company Common Stock issuable upon the exercise in full of all Vested Company Options that are held by all Equityholders immediately prior to the Effective Time, plus (iii) the Exchanged Shares held by all Equityholders immediately prior to the Effective Time, and plus (iv) the aggregate number of Dissenting Shares immediately prior to the Effective Time.

"Fundamental Representations" means the representations and warranties made by the Company in Section 4.1, Section 4.2, Section 4.3 and Section 4.20.

"GAAP" means generally accepted accounting principles in the United States.

"Government Health Care Program" means a federal or state health care program as defined at 42 U.S.C. § 1320a-7b(f)).

"Governmental Authority" means any nation, any state, any province or any municipal or other political subdivision thereof, and any government, any governmental entity, commission, board, regulatory or administrative authority, agency or similar body, any court, tribunal or judicial body, whether federal, state, county, local or foreign, and any taxing body or authority, and any instrumentality of any of the foregoing or any other entity, body or organization exercising governmental or quasi-governmental power or authority.

"Governmental Order" means any order, judgment, injunction or decree issued, promulgated or entered by any Governmental Authority of competent jurisdiction.

"Hazardous Material" means any hazardous, toxic or radioactive substance, waste, contaminant, pollutant or material, including petroleum oil and its fractions, listed or defined by applicable Environmental Laws.

"Healthcare Laws" mean all foreign, federal, state, and local Laws relating to the regulation, provision or administration of, or billing or payment for, healthcare products or services, whether criminal or civil, including but not limited to: (i) the Medicare and Medicaid Statutes (Titles XIX and XVIII of the Social Security Act); (ii) TRICARE (10 U.S.C. Section 1071 et seq.); (iii) Veterans Health Administration Program (38 U.S.C. Chapter 17); (vi) fraud and abuse law, including the federal Anti-Kickback Statute (42 U.S.C. §1320a-7(b)), the federal criminal False Claims Statutes (18 U.S.C. §§ 286, 287 and 1001), the federal Health Care Fraud Law (18 U.S.C. § 1347), and the federal Civil False Claims Act (31 U.S.C. §§ 3729 et seq); (v) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules"); (vi) the Public Health Service Act including 42 U.S.C. §§ 290dd-3, 290ee-3, 42 C.F.R. Part 2; (vii) the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010; (viii) all Laws relating to coverage, coding or reimbursement of healthcare products or services; and (ix) the federal Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.); each of (i) through (ix) as amended from time to time; and all comparable foreign, federal, state and local Laws for any of the foregoing and the rules and regulations promulgated pursuant to all such Laws, each as amended from time to time.

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

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Company" or "known to the Company" and any other phrases of similar import means, with respect to any matter in question relating to the Acquired Companies, the actual knowledge of any of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Accounting Officer, Executive Vice President-Corporate Development and General Counsel of the Company and the other Persons listed on Schedule 1.1(b) (solely to the extent any such Person has direct or indirect responsibility for the subject matter to which such Knowledge relates) and the knowledge that any such person would have after reasonable inquiry of their direct reports.

"Law" means any federal, state, territorial, county, local or foreign statute, law, ordinance, common law, Governmental Order, regulation, rule, treaty, administrative interpretation, constitution, convention, code or other similar requirement enacted, adopted, promulgated or applied by any Governmental Authority of competent jurisdiction.

"Lender" shall mean an entity that has directly or indirectly committed to provide the Debt Financing.

"Liability" means any and all debts, liabilities and obligations of any kind or nature, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown or determined or determinable or otherwise.

"Marketing Period" means the first period of twenty (20) consecutive Business Days after the date of this Agreement, on the first day of which, throughout which, and on the last day of which (i) Parent shall have received from the Company all of the Required Financial Information described in clauses (a)(i) and (b)(i) of paragraph 6 of Exhibit D to the Debt Commitment Letter (as in effect on the date of this Agreement), (ii) the conditions set forth in Section 7.1 and Section 7.2 shall be satisfied (other than the conditions in Section 7.1(c) and Section 7.2(c) or conditions that by their nature will not be satisfied until the Closing), and (iii) nothing shall have occurred and no condition shall exist that would cause any of such conditions to fail to be satisfied assuming the Closing were to be scheduled for any time during such twenty (20) consecutive Business Day period; provided, however, that the Marketing Period shall end on any earlier date on which the Debt Financing is consummated; provided, further, that the parties hereby agree and acknowledge that the Company has delivered the Required Financial Information described in clauses (a)(i) and (b)(i) of paragraph 6 of Exhibit D to the Debt Commitment Letter (as in effect on the date of this Agreement).

"Material Adverse Effect" means any change event, circumstance, development, occurrence or effect that individually or taken together with any other change event, circumstance, development, occurrence or effect has or had, or would reasonably be expected to have, a material adverse effect on the business, operations, assets, financial condition or results of operations of the Acquired Companies, taken as a whole; provided, however, that none of the following shall be deemed, either alone or in combination, to constitute, and no change, event, circumstance, development, occurrence or effect arising from or attributable or relating to any of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) the negotiation (including activities relating to due diligence), execution, delivery, public announcement or pendency of this Agreement or any of the transactions contemplated herein, including the impact thereof on the relationships of any Acquired Company with customers, suppliers, distributors, consultants, employees or independent contractors or other third parties with whom any Acquired Company has any relationship, (ii) conditions generally affecting the industries in which any Acquired Company operates or participates, the U.S. economy or financial markets or any foreign markets or any foreign economy or financial markets in any location where any Acquired Company has material operations or sales, (iii) the taking of any action expressly required by this Agreement (excluding actions taken with the written consent of Parent or actions required by Section 6.2(a)), (iv) any breach by Parent or Merger Sub of this Agreement or the Confidentiality Agreement, (v) any change in GAAP or applicable Laws (or interpretation thereof), in each case, after the date hereof, (vi) any acts of God, calamities, acts of war or terrorism, or national or international political or social conditions, or (vii) any failure in and of itself (as distinguished from any change or effect giving rise to or contributing to such failure) by any Acquired Company to meet any projections or forecasts for any period (provided that the underlying causes of such failure shall not be excluded by this clause (vii)), except in the case of clauses (ii), (v) and (vi), to the extent any such condition has a disproportionate effect on the Acquired Companies relative to other Persons engaged in the same industry as the Acquired Companies.

"Merger Consideration" means a dollar amount equal to (a) the sum of (i) $950,000,000, plus (ii) the Closing Cash, plus (iii) the Aggregate Exercise Price, plus (iv) the amount, if any, by which the Closing Net Working Capital Amount exceeds the Targeted Net Working Capital Amount, in each case as finally determined pursuant to Section 2.7, less (b) the sum of (i) Unpaid Company Transaction Expenses, plus (ii) Closing Debt, plus (iii) the amount, if any, by which the Targeted Net Working Capital Amount exceeds the Closing Net Working Capital Amount, in each case as finally determined pursuant to Section 2.7.

"Merger Consideration Estimate" means a dollar amount equal to (a) the sum of (i) $950,000,000, plus (ii) the Estimated Closing Cash, plus (iii) the Aggregate Exercise Price, plus (iv) the amount, if any, by which the Estimated Net Working Capital Amount exceeds the Targeted Net Working Capital Amount, less (b) the sum of (i) Estimated Unpaid Company Transaction Expenses, plus (ii) Estimated Closing Debt, plus (iii) the amount, if any, by which the Targeted Net Working Capital Amount exceeds the Estimated Net Working Capital Amount, plus (iv) the Escrow Fund, plus (v) the Representative Fund.

"Option Plan" means the Company's 2010 Equity Incentive Award Plan.

"Ownership Interests" means any of the following: (i) any shares of capital stock or any other securities or equity or ownership interests of the Acquired Companies, including the Company Common Stock, or (ii) any options or warrants or purchase, subscription, conversion or exchange rights, or securities convertible into or exchangeable for, or other Contracts or commitments that could require any Person to issue, sell or otherwise cause to become outstanding, any shares of capital stock or any other securities or equity or ownership interests of the Acquired Companies, including the Company Options.

"Payoff Letter" means, with respect to any Company Debt (or any other Closing Debt that is covered by clause (a), (b) or (c) of the definition of Debt) owed to any third party, a payoff letter which sets forth (a) the amount required to repay in full all Company Debt (or such other Closing Debt, as the case may be) owed to such holder, (b) the wire transfer instructions for the repayment of such Company Debt (or such other Closing Debt, as the case may be) to such holder, (c) a release of all Encumbrances granted by the Acquired Companies to such holder or otherwise arising with respect to such Company Debt (or such other Closing Debt, as the case may be), effective upon repayment of such Company Debt (or such other Closing Debt, as the case may be), and (d) authorization to file all UCC termination statements and releases necessary to evidence satisfaction and termination of such Company Debt (or such other Closing Debt, as the case may be) and to enable release of all Encumbrances relating thereto.

"Permit" means any license, franchise, registration, authorization, qualification or permit issued by any Governmental Authority required by applicable Law in connection with the operation of the Business.

"Permitted Encumbrances" means (i) all liens for current Taxes which are not yet due or delinquent or Taxes the validity of which are being contested in good faith by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP, (ii) all landlords', workmen's, repairmen's, warehousemen's and carriers' liens and other similar liens imposed by Law, incurred in the ordinary course of business securing amounts that are not yet due and payable, in each case for which appropriate reserves have been established in accordance with GAAP, (iii) all pledges or deposits in connection with workers compensation, unemployment insurance and other social security legislation arising in the ordinary course of business, (iv) Encumbrances that will be released and discharged at or prior to the Closing and (v) Encumbrances which do not materially detract from the value of, or materially interfere with, the present use and enjoyment of the asset or property subject thereto or affected thereby.

"Per Share Merger Consideration" means a dollar amount equal to the Merger Consideration divided by the Fully Diluted Common Number.

"Per Share Merger Consideration Estimate" means a dollar amount equal to the Merger Consideration Estimate divided by the Fully Diluted Common Number.

"Person" means any individual, general or limited partnership, firm, corporation, limited liability company, association, joint venture, bank, trust, unincorporated organization, Governmental Authority or other entity, whether or not a legal entity.

"Personal Information" means any information in any form or format that identifies or could reasonably be used to identify an individual, including but not limited to Protected Health Information.

"Privacy Laws" means applicable Law that applies to the Processing of Personal Information and includes (i) the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., (ii) HIPAA, HITECH and the HIPAA Rules, (iii) the Public Health Service Act, 42 U.S.C. §§ 290dd-3, 290dee-3, including 42 C.F.R. Part 2; (iv) provisions governing the "meaningful use" of electronic health records under the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010; and (v) the Payment Card Industry Data Security Standard ("PCI-DSS") and all rules and operating regulations of the credit card associations (such as Visa, MasterCard, American Express or Discover Network); each of (i) through (v) as amended from time to time; and all comparable foreign, federal, state and local Laws for any of the foregoing and the rules and regulations promulgated pursuant to all such Laws, each as amended from time to time.

"Process" or "Processing" means the access, creation, receipt, collection, use, maintenance, storage, transmission, distribution, transfer, protection, disclosure or disposal of, or other action taken regarding, Personal Information.

"Proprietary Rights" means all rights of the following types, which may exist or be created under the Laws of any jurisdiction in the world: (i) patents rights (including utility, utility model, plant and design patents, and certificates of invention), patent applications and industrial property rights and all reissues, divisions, renewals, extensions, provisionals, reexaminations, continuations and continuations-in-part thereof, (ii) trademark, trade name, service name, trade dress and service mark rights and all goodwill symbolized thereby and associated therewith, (iii) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and all other rights corresponding thereto, including moral and economic rights of authors and inventors, however denominated, (iv) trade secret rights, (v) other proprietary rights in Technology of every kind and nature, (vi) all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (i) through (v) above; and (vii) with respect to (i) through (v) all claims by reason of past infringement thereof, with the right to sue for, and collect, the same.

"Pro Rata Share" means, with respect to any Equityholder, a ratio (expressed as a percentage) equal to (a) the sum of (i) the number of Common Shares held by such Equityholder immediately prior to the Effective Time, (ii) the number of Exchanged Shares held by such Equityholder immediately prior to the Effective Time and (iii) the number of shares of Common Stock issuable upon the exercise of any Vested Company Options held by such Equityholder immediately prior to the Effective Time, divided by (b) the sum of (i) the aggregate number of Common Shares held by all

Equityholders immediately prior to the Effective Time, (ii) the aggregate number of Exchanged Shares held by all Equityholders immediately prior to the Effective Time and (iii) the aggregate number of shares of Common Stock issuable upon the exercise in full of all Vested Company Options held by all Equityholders immediately prior to the Effective Time.

"Protected Health Information" has the meaning given to it under HIPAA (45 C.F.R. § 160.103) and includes electronic protected health information.

"Registered Proprietary Rights" means all Proprietary Rights that are owned by an Acquired Company and that are registered, filed, or issued under the authority of any Governmental Authority, including all patents, registered copyrights, registered trademarks, registered mask works, and domain names and all applications for any of the foregoing.

"Related Party" means any (i) Person who owns at least 5% of the Company Common Stock or other Ownership Interests of the Company, (ii) current officer, manager, partner or director of any Acquired Company, or (iii) immediate family member of any of the Persons referred to in clauses (i) or (ii) above and (iv) trust or other Person (other than the Company) in which any one of the individuals referred to in clauses (i), (ii) and (iii) above holds (or in which more than one of such individuals collectively hold), beneficially or otherwise, a voting, proprietary or equity interest.

"Required Amount" means the portion of the Aggregate Payments payable on the Closing Date.

"Required Financial Information" means the financial statements of the Acquired Companies required under paragraph 6 of Exhibit D to the Debt Commitment Letter (as in effect on the date of this Agreement).

"Software" means all computer software and code, including assemblers, applets, compilers, source code, object code, subroutines, compiled code, binaries, development tools, design tools, user interfaces and data, in any form or format, however fixed (including, but not limited to, in software-as-a-service, and mobile, desktop and server applications).

"Specified Accounting Principles" means those policies, conventions, methodologies, classifications and procedures as applied in the preparation of the audited consolidated financial statements of the Acquired Companies (including the balance sheet and the related statements of stockholders' equity, and statements of income and cash flows of the Acquired Companies) as of and for the fiscal year ended December 31, 2014 (provided, however, notwithstanding anything to the contrary in this Agreement, the Closing Cash and Estimated Closing Cash shall be determined and calculated in accordance with the definition of Cash (including the determinations to be made in accordance with GAAP as provided in such definition)). Schedule 1.1(a) sets forth an illustrative example of the calculation of the Closing Net Working Capital Amount as of December 31, 2015 using the Specified Accounting Principles (provided that, for the avoidance of doubt, in the event that there is any inconsistency or conflict between the calculation of the Closing Net Working Capital Amount in the illustrative example in Schedule 1.1(a) and the Specified Accounting Principles as defined in the preceding sentence, the Specified Accounting Principles described in the preceding sentence shall prevail and control).

"Specified Deferred/Earn-Out Payments" means all liabilities and obligations of any of the Acquired Companies relating to the deferred purchase price and/or earn-out obligations under the following agreements: (i) Stock Purchase Agreement, dated September 1, 2015, among Trend Acquisition Corp., Trend Consulting Services, Inc., the stockholders of Trend Consulting Services, Inc. and Netsmart

Technologies, Inc. (including under Section 2.3 thereof); and (ii) Stock Purchase Agreement, dated October 21, 2015 (the "LWS SPA"), among LWS Acquisition Corp., Lavender & Wyatt Systems, Inc., Morris C. Lavender, Jr. and Netsmart Technologies, Inc. (including under Sections 2.3 and 2.4 thereof), provided, however, that the Specified Deferred/Earn-Out Payments (and, for the avoidance of doubt, the definition of Debt) shall exclude the contingent earn-out obligation of up to $500,000 under Section 2.10 of the LWS SPA.

"Stockholders Agreement" means that Stockholders Agreement dated as of June 21, 2010, by and among the Company (formerly NS Holdings, Inc.), Genstar Capital Partners V, L.P., Genstar Capital Partners IV, L.P., Stargen V, L.P. and Stargen IV, L.P. and the other parties thereto.

"Subsidiary" means with respect to any entity, that such entity shall be deemed to be a "Subsidiary" of another Person if such other Person directly or indirectly owns, beneficially or of record, (a) an amount of voting securities of other interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body, or (b) at least a majority of the outstanding equity interests of such entity.

"Targeted Net Working Capital Amount" means $(5,356,000).

"Tax" or "Taxes" means any and all (i) federal, state, local or foreign taxes, assessments, levies, tariffs, imposts, duties or other charges or impositions in the nature of a tax (together with any interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority, including income, estimated income, gross receipts, profits, business, license, occupation, franchise, capital stock, real or personal property, sales, use, transfer, value added, employment or unemployment, social security, disability, alternative or add-on minimum, customs, excise, stamp, environmental, escheat (whether or not treated as a tax under applicable Law), ad valorem, payroll, and withholding taxes; (ii) liabilities for the payment of any amounts of the type described in clause (i) above arising as a result of being (or ceasing to be) a member of any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign Law) (or being included (or required to be included) in any Tax Return relating thereto); and (iii) liabilities for the payment of any amounts of the type described in clause (i) of another Person as a result of any transferee or secondary liability or any liability assumed or imposed by Law.

"Tax Authority" means any Governmental Authority having jurisdiction with respect to any Tax.

"Tax Return" means any return (including any information return, Treasury Form TD F 90-22.1 and FinCen Form 114), report, statement, declaration, schedule, notice, form, election, estimated Tax filing, claim for refund or other document (including any attachments thereto and amendments thereof) required to be filed with or submitted to any Tax Authority with respect to any Tax.

"Technology" means all algorithms, APIs, apparatus, databases and data collections, diagrams, inventions, know-how, methods, network configurations and architectures, processes, protocols, schematics, specifications, Software, techniques, URLs, web sites, social media accounts, and other forms of technology (whether or not embodied in any tangible form).

"Transaction Deductions" shall mean the sum of all items of deduction for U.S. federal and state income Tax purposes resulting from or attributable to, without duplication, (i) Option Payments in respect of Vested Company Options as contemplated by Section 2.6, (ii) payments in respect of the Company Options Dividends Bonuses, (iii) the repayment of Company Debt at Closing or as contemplated by this Agreement, (iv) the payment of legal, financial advisory, accounting and other fees

and expenses of the Acquired Companies on or before the Closing Date in connection with the transactions contemplated hereby, including the Company Transaction Expenses and (v) any other portion of the Merger Consideration paid on or before the Closing Date that is in the nature of compensation or otherwise gives rise to a deduction for U.S. federal income tax purposes.

"Transaction Documents" means this Agreement, the Confidentiality Agreement, the Escrow Agreement, the Rollover Agreement, the Non-Solicit Agreements, the Support Agreements and all the other agreements, certificates, instruments and other documents to be executed or delivered by one or more of the parties hereto in connection with the transactions contemplated by this Agreement.

"Transaction Invoice" means an invoice issued by a payee of Unpaid Company Transaction Expenses that sets forth (A) the amounts required to pay in full all Unpaid Company Transaction Expenses owed to such Person as of the Closing and (B) the wire transfer instructions for the payment of such Unpaid Company Transaction Expenses to such Person.

"Transfer Taxes" means any and all transfer, documentary, sales, use, gross receipts, stamp, registration, value added, recording, escrow and other similar Taxes and fees (including any penalties and interest), including any real property or leasehold interest transfer tax and any similar Tax.

"U.S." and "United States" means the United States of America.

"Unpaid Company Transaction Expenses" means Company Transaction Expenses, but only to the extent they have not been paid in Cash by the Acquired Companies as of the Calculation Time and have not otherwise reduced the Closing Cash.

"Vested Company Option" means any Company Option that is outstanding as of immediately prior to the Effective Time and has, or will immediately prior to or upon the Effective Time, become vested in accordance with the terms of the award agreement pursuant to which such Company Option has been granted.

SECTION 1.2 Certain Additional Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each such term below:

Term	Section
280G Approval	6.8(c)
Accounting Firm	2.7(c)(iv)
Agreement	Recitals
Allscripts	Recitals
Amended Employment Agreements	Recitals
Anti-Bribery Laws	4.11(b)
Balance Sheet Date	4.6
Certificate of Merger	2.4
Closing	2.3
Closing Date	2.3
Closing Date Schedule	2.7(b)(i)
Common Share	2.6(a)
Company	Recitals
Company Bylaws	4.2(a)
Company Certificate of Incorporation	4.2(a)
Company Certificates	3.2(c)

Term	Section
Company Common Stock	Recitals
Company Disclosure Schedule	Article IV
Company Financial Statements	4.6
Company Indemnified Parties	6.6(a)
Company Parties	8.2(c)
Company Representatives	6.1
Company Software	4.14(f)
Continuing Employees	6.7(b)
Current Balance Sheet	4.6
D&O Tail Policy	6.6(c)
Designated Holders	Recitals
Dispute Notice	2.7(c)(ii)
Dissenting Shares	3.3
DOJ	6.5(b)
Effective Time	2.4
Employment Agreements	Recitals
Employee Benefits	6.7(b)
Equityholders' Representative	Recitals
Escrow Agent	3.2(f)
Escrow Agreement	3.2(f)
Escrow Fund	3.2(f)
Estimated Closing Cash	2.7(a)
Estimated Closing Debt	2.7(a)
Estimated Closing Statement	2.7(a)
Estimated Net Working Capital Amount	2.7(a)
Estimated Option Payment	3.2(e)
Estimated Unpaid Company Transaction Expenses	2.7(a)
Excess Amount	2.7(d)(ii)
Exchanged Shares	Recitals
Existing Representation	9.16(a)
Expert Calculations	2.7(c)(iv)
FDCA	4.11(l)
FTC	6.5(b)
GI Partners	Recitals
Guarantees	Recitals
Guarantors	Recitals
HIPAA	4.11(d)
HITECH	4.11(d)
HHS	4.11(f)
Holder Group	9.16(a)
IT Systems	4.14(h)
Lease	4.13(a)
Letter of Transmittal	3.2(a)
Listed Contract(s)	4.15(a)
Maximum Premium	6.6(c)
Merger	Recitals
Merger Sub	Recitals
Non-Compete Agreement	Recitals
Non-Solicit Agreement	Recitals
Optionholder	2.6(a)

Term	Section
Option Payment	2.6(a)
Outside Date	8.1(c)
Parent	Recitals
Parent Holdco	Recitals
Parent Related Party	8.2(c)
Paying Agent Agreement	3.1
Post-Closing Representation	9.16(a)
Pre-Closing Period	6.1
Pre-Closing Privileges	9.16(b)
Privileged Materials	9.16(c)
Real Property	4.13(a)
Released Claims	6.14(a)
Released Parties	6.14(a)
Releasing Parties	6.14(a)
Representative Fund	3.2(f)
Required Company Stockholder Vote	4.1
Restrictive Covenant Agreements	Recitals
Review Period	2.7(c)(ii)
Rollover Stockholders	Recitals
Support Agreement Party	Recitals
Support Agreements	Recitals
Surviving Corporation	2.1
Termination Fee	8.2(b)
Waived 280G Benefits	6.8(c)
Written Consent	6.5(c)

ARTICLE II.
THE MERGER

SECTION 2.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL, Merger Sub shall be merged with and into the Company at the Effective Time. Following the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the DGCL.

SECTION 2.2 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the DGCL, this Agreement and the Certificate of Merger (as defined below).

SECTION 2.3 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at 9:00 a.m. at the offices of Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California on the third (3rd) Business Day after the satisfaction or waiver of the conditions set forth in Article VII to be satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other time, date and location as the parties hereto agree in writing. Notwithstanding the immediately preceding sentence, if the Marketing Period has not ended at the time of the satisfaction or waiver of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), then the Closing shall occur instead on the date that is the earlier to occur of (a) any Business Day as may be specified by Parent on no less than two (2) Business Days' prior written notice to the Company and (b) three (3) Business Days following the final day of the Marketing Period. The date on which the Closing occurs is referred to herein as the "Closing Date".

SECTION 2.4 Effective Time. Contemporaneously with the Closing, Parent and the Company shall cause to be filed with the Secretary of State of the State of Delaware a properly executed certificate of merger conforming to the requirements of the DGCL and in such customary form as agreed to by the parties hereto, executed in accordance with the relevant provisions of the DGCL (the "Certificate of Merger"). The Merger shall become effective when the Certificate of Merger is accepted for recording by the Secretary of State of the State of Delaware or at such other time specified in the Certificate of Merger (the "Effective Time").

SECTION 2.5 Certificate of Incorporation and Bylaws; Directors and Officers.

(a) At the Effective Time and without any further action on the part of the Company or Merger Sub, the Company Certificate of Incorporation shall be amended to read in its entirety as the certificate of incorporation of Merger Sub reads as in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by applicable Law; provided that such certificate of incorporation shall reflect as of the Effective Time "Netsmart, Inc." as the name of the Surviving Corporation; provided, that any such amendment shall be subject to the provisions of Section 6.6(b). The Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by the Certificate of Incorporation and applicable Law; provided, that any such amendment shall be subject to the provisions of Section 6.6(b).

(b) The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation as of the Effective Time, until the earlier of their resignation or removal or otherwise ceasing to be a director or until their respective successors are duly elected and qualified, as the case may be.

(c) Subject to any letters of resignation delivered by any such officers prior to or at the Closing, the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation as of the Effective Time, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors are duly elected and qualified, as the case may be.

SECTION 2.6 Conversion of Securities.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Company Common Stock or any shares of capital stock of Merger Sub: (i) each share of Company Common Stock, if any, that is held in the treasury of the Company and each share of Company Common Stock, if any, owned by Parent, Merger Sub or any other wholly-owned subsidiary of Parent shall be canceled and retired and no consideration shall be delivered in exchange therefor; (ii) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (including all shares of Company Common Stock issued pursuant to a restricted stock award) (a "Common Share") (other than (A) shares of Company Common Stock, if any, to be canceled in accordance with Section 2.6(a)(i), (B) shares of Company Common Stock, if any, owned by any wholly-owned Subsidiary of the Company, which shares shall be converted into that number of shares of common stock, par value $0.01 per share, of the Surviving Corporation that bears the same ratio to the aggregate number of outstanding shares of common stock, par value $0.01 per share, of the Surviving Corporation as the number of shares of Common Stock held by such Subsidiary bore to the aggregate number of outstanding shares of Common Stock immediately prior to the Effective Time, (C) Exchanged

Shares and (D) Dissenting Shares, which shares described in clauses (A), (B), (C) and (D) above shall not constitute "Common Shares" hereunder) shall be converted into the right to receive, following surrender of a Company Certificate and delivery of a duly completed and validly executed Letter of Transmittal, in each case in accordance with the provisions of Section 3.2, an amount in cash, without interest, equal to the Per Share Merger Consideration and (iii) each Vested Company Option that is outstanding as of immediately prior to the Effective Time and that has not been exercised prior to the Effective Time shall be canceled and converted into and become the right of the holder thereof (each, an "Optionholder") to receive any Company Options Dividend Bonus payable in respect of such Vested Company Option held by such Optionholder, plus an amount in cash equal to the product obtained by multiplying (x) the aggregate number of shares of Company Common Stock issuable upon the exercise of each such unexercised Vested Company Option held by such Optionholder as of immediately prior to the Effective Time, by (y) the excess, if any, of (1) the Per Share Merger Consideration less (2) the exercise price per share of such Vested Company Option (such amount an "Option Payment"), and all other Company Options shall be canceled at the Effective Time. The Option Payment shall constitute the sole consideration payable in respect of all canceled Company Options and no additional consideration shall be paid in respect of any such canceled Company Options. As of the Effective Time, all Company Options shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of any such Company Option shall cease to have any rights with respect thereto, except as otherwise provided for herein (including pursuant to Section 3.2(e)) or by applicable Law.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Company Common Stock or any shares of capital stock of Merger Sub, each issued and outstanding share of the capital stock of Merger Sub shall be converted into and become, as of the Effective Time, one (1) fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

SECTION 2.7 Post-Closing Purchase Price Adjustment.

(a) Estimated Purchase Price. Not later than three (3) Business Days prior to the Closing Date, the Company shall deliver to Parent a written statement and certificate of the Company executed on its behalf by the Chief Financial Officer of the Company that sets forth in reasonable detail the Company's good faith estimates of the Closing Net Working Capital Amount (the "Estimated Net Working Capital Amount"), Closing Cash ("Estimated Closing Cash"), Closing Debt ("Estimated Closing Debt") and Unpaid Company Transaction Expenses ("Estimated Unpaid Company Transaction Expenses"), and the resulting Merger Consideration Estimate and Per Share Merger Consideration Estimate (such written statement and certificate, the "Estimated Closing Statement"), along with reasonable supporting detail therefor, such estimates to be prepared in accordance with the Specified Accounting Principles (as applicable).

(b) Calculation. As promptly as practicable, but in no event later than sixty (60) days following the Closing Date, the Surviving Corporation shall, at its expense, (A) cause to be prepared, in accordance with the Specified Accounting Principles (as applicable), a statement (the "Closing Date Schedule") setting forth in reasonable detail the Surviving Corporation's good faith calculation of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses, and the resulting Merger Consideration, and (B) deliver to the Equityholders' Representative the Closing Date Schedule, together with a certificate of the Surviving Corporation executed on its behalf by its Chief Financial Officer.

(c) Review; Disputes.

(i) From the Equityholders' Representative's receipt of the Closing Date Schedule until the final determination of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses pursuant to this Section 2.7(c), the Surviving Corporation shall provide the Equityholders' Representative and any accountants or advisors retained by the Equityholders' Representative with reasonable access, during normal business hours, after reasonable advance notice, to the relevant books and records of the Surviving Corporation and other information reasonably relevant to the Closing Date Schedule and the calculation of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses reasonably requested by the Equityholders' Representative, in each case for the purposes of: (A) enabling the Equityholders' Representative and its accountants and advisors to calculate, and to review the Surviving Corporation's Closing Date Schedule and the calculation of, the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses and (B) identifying any dispute related to the Closing Date Schedule and the calculation of any of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses. The fees and expenses of any such accountants and advisors retained by the Equityholders' Representative shall be paid by the Equityholders' Representative.

(ii) If the Equityholders' Representative disputes any items set forth on the Closing Date Schedule or the calculation of any of the Closing Net Working Capital Amount, Closing Cash, Closing Debt or Unpaid Company Transaction Expenses, then the Equityholders' Representative shall deliver a written notice (a "Dispute Notice") to the Surviving Corporation and the Escrow Agent at any time during the thirty (30) day period commencing upon receipt by the Equityholders' Representative of the Closing Date Schedule in accordance with the requirements of Section 2.7(b) (the "Review Period"). The Dispute Notice shall specify the amounts and calculations with which the Equityholders' Representative disagrees in reasonable detail and the basis for any such dispute in reasonable detail and Equityholders' Representative's proposed change, and the Dispute Notice shall only include good faith disagreements based on the calculation of any of the Closing Net Working Capital Amount, Closing Cash, Closing Debt or Unpaid Company Transaction Expenses not being calculated in accordance with the applicable provisions of this Agreement.

(iii) If the Equityholders' Representative does not deliver a Dispute Notice to the Surviving Corporation in accordance with Section 2.7(c)(ii) prior to the expiration of the Review Period, the Surviving Corporation's calculation of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses and the resulting Merger Consideration set forth in the Closing Date Schedule shall be deemed final and binding on Parent, the Surviving Corporation, the Equityholders' Representative and the Equityholders for all purposes of this Agreement.

(iv) If the Equityholders' Representative delivers a Dispute Notice to the Surviving Corporation prior to the expiration of the Review Period, then the Equityholders' Representative and the Surviving Corporation shall use reasonable best efforts to reach

agreement on the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses in good faith. If the Equityholders' Representative and the Surviving Corporation are unable to reach agreement on the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses within thirty (30) days after the end of the Review Period, the Equityholders' Representative and the Surviving Corporation shall promptly mutually engage, and submit such dispute to, the San Francisco, California office of PricewaterhouseCoopers LLP (such firm, or, if such firm is unable or unwilling to act, such other nationally recognized public accounting firm as shall be agreed upon in writing by Parent and the Equityholders' Representative, being referred to herein as the "Accounting Firm"). In connection with the resolution of any such dispute by the Accounting Firm: (i) the Accounting Firm shall conduct a conference, at which conference each of the Surviving Corporation and the Equityholders' Representative shall have the right to present their respective positions and written submissions as to any disputed issues with respect to the Closing Date Schedule and the calculation of any of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses and any additional information relating thereto and to have present their respective advisors, counsel and accountants, (ii) the Accounting Firm shall determine the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses in accordance with the terms of this Agreement within thirty (30) days of such submission and upon reaching such determination shall deliver a copy of its calculations (the "Expert Calculations") to the Equityholders' Representative, Surviving Corporation and the Escrow Agent and (iii) the determination made by the Accounting Firm of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses shall be final and binding on Parent, the Surviving Corporation, the Equityholders' Representative and the Equityholders for all purposes of this Agreement, absent manifest error. In calculating the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses, the Accounting Firm (x) shall be limited to addressing any particular disputes referred to in the Dispute Notice and (y) such calculation shall, with respect to any disputed item, be no greater than the higher amount calculated by the Equityholders' Representative as set forth in the Dispute Notice or the Surviving Corporation as set forth in the Closing Date Schedule delivered pursuant to Section 2.7(b), and no less than the lower amount calculated by the Equityholders' Representative as set forth in the Dispute Notice or the Surviving Corporation as set forth in the Closing Date Schedule delivered pursuant to Section 2.7(b), as the case may be. The Expert Calculations shall reflect in detail the differences, if any, between the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses reflected therein and the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses set forth in the Closing Date Schedule, as well as any related differences in the Closing Date Schedule. The fees and expenses of the Accounting Firm shall be borne equally by the Surviving Corporation and the Equityholders' Representative (it being understood that any fees and expenses of the Accounting Firm payable by the Equityholders' Representative shall be payable from the Escrow Fund).

(d) Payment Upon Final Determination of Adjustments.

(i) If (A) the sum of the Closing Net Working Capital Amount, plus Closing Cash, less Closing Debt, less Unpaid Company Transaction Expenses, in each case, as finally determined in accordance with Section 2.7(c), is less than (B) the sum of the Estimated Net Working Capital Amount,

plus Estimated Closing Cash, less Estimated Closing Debt, less Estimated Unpaid Company Transaction Expenses, as finally estimated in accordance with Section 2.7(a), then the Equityholders' Representative and Parent shall direct the Escrow Agent to pay from the Escrow Fund to the Surviving Corporation (by wire transfer of immediately available funds) the amount of such deficiency, no later than two (2) Business Days after the final determination of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses in accordance with Section 2.7(c). In no event shall any Equityholder have any liability under this Section 2.7(d) in excess of such Equityholder's Pro Rata Share of the amount in the Escrow Fund. In no event shall Parent be entitled to payment pursuant to this Section 2.7(d) of any amount in excess of the Escrow Fund (less any fees and expenses of the Accounting Firm payable by the Equityholders' Representative).

(ii) If (A) the sum of the Closing Net Working Capital Amount, plus Closing Cash, less Closing Debt, less Unpaid Company Transaction Expenses, in each case, as finally determined in accordance with Section 2.7(c), is greater than (B) the sum of the Estimated Net Working Capital Amount, plus Estimated Closing Cash, less Estimated Closing Debt, less Estimated Unpaid Company Transaction Expenses, as finally estimated in accordance with Section 2.7(a), then the Surviving Corporation shall, no later than two (2) Business Days after the final determination of the Closing Net Working Capital Amount, Closing Cash, Closing Debt and Unpaid Company Transaction Expenses in accordance with Section 2.7(c) cause to be paid the amount of such excess (such excess, the "Excess Amount") to the Paying Agent (subject to the last sentence of Section 3.2(e)) by wire transfer of immediately available funds (which Paying Agent shall deliver to each Equityholder (who, in the case of a holder of Company Shares, has properly delivered a Letter of Transmittal in accordance with Section 3.2) an amount equal to the product of such Excess Amount multiplied by such Equityholder's Pro Rata Share).

(iii) After all payments required to be made pursuant to Section 2.7(d)(i), if any, have been paid from the Escrow Fund, if there is any amount remaining in the Escrow Fund, the Equityholders' Representative and Parent shall direct the Escrow Agent to, no later than two (2) Business Days after the final determination of the Closing Net Working Capital Amount, pay from the Escrow Fund to each Equityholder (subject to the last sentence of Section 3.2(e)) an amount equal to such Equityholder's Pro Rata Share of such amount, if any, remaining in the Escrow Fund.

SECTION 2.8 Unpaid Company Transaction Expenses. At least three (3) Business Days prior to the Closing Date, the Company shall provide to Parent a written report setting forth the Unpaid Company Transaction Expenses, together with Transaction Invoices for all amounts of Unpaid Company Transaction Expenses from each of the respective payees of Unpaid Company Transaction Expenses. At the Closing, and subject to the other terms and conditions set forth in this Agreement, Parent shall pay, on behalf of the Company, the Unpaid Company Transaction Expenses (other than the amount of the Company Options Dividend Bonus payable pursuant to Section 2.10) set forth in the Transaction Invoices by wire transfer of immediately available funds in accordance with the wire instructions set forth in the Transaction Invoices. No amount shall be included in the Closing Net Working Capital Amount with respect to liabilities for the Unpaid Company Transaction Expenses paid in accordance with this Section 2.8. For the avoidance of doubt, no amounts of the Company Debt repaid pursuant to Section 2.9 or any amounts payable by Parent in connection with any Financing shall be included in the Unpaid Company Transaction Expenses.

SECTION 2.9 Repayment of Company Debt. At the Closing, and subject to the other terms and conditions set forth in this Agreement, (a) Parent or Merger Sub shall make available to the Company, or pay directly, an amount sufficient to pay all amounts owing with respect to the Company Debt outstanding on the Closing Date immediately prior to the Closing, which such payments shall be made in accordance with the wire transfer instructions set forth in the applicable Payoff Letters, (b) the

Company, if such amount is not paid directly by Parent or Merger Sub, shall apply such cash to pay all amounts owing with respect to the Company Debt outstanding on the Closing Date immediately prior to the Closing which such payments shall be made in accordance with the wire transfer instructions set forth in the applicable Payoff Letters, and (c) the Company shall, or shall cause the applicable lenders (or their agent) of the Company Debt outstanding on the Closing Date immediately prior to the Closing to, deliver to Parent, at least three (3) Business Days prior to the Closing Date, Payoff Letters with respect to the Company Debt outstanding on the Closing Date immediately prior to the Closing.

SECTION 2.10 Payment of Company Options Dividend Bonus. As soon as administratively practicable and, in any event, within three (3) Business Days following the Closing, Parent shall, or shall cause the Surviving Corporation to, pay to each Optionholder any Company Options Dividend Bonus payable in respect of such holders' Vested Company Options. Such payment with respect to an Optionholder who is a current or former employee of an Acquired Company shall be made through the Surviving Corporation's payroll system on a special payroll date (if needed to comply with the foregoing timing requirements), subject to withholding in accordance with Section 3.4.

SECTION 2.11 Merger Consideration Certificate. At or prior to the Closing, the Company shall deliver to Parent a certificate of the Company executed on its behalf by the Chief Financial Officer of the Company containing the Equityholder Information as of the Closing (such spreadsheet and accompanying certificate being referred to hereafter collectively as the "Merger Consideration Certificate"). Parent, the Surviving Corporation and the Paying Agent shall be entitled to rely on the Merger Consideration Certificate (including in connection with calculating any consideration or amounts payable to any Equityholder under this Agreement).

ARTICLE III.
EXCHANGE OF COMPANY CERTIFICATES

SECTION 3.1 Paying Agent. Prior to the Closing Date, Parent shall appoint U.S. Bank, N.A. to act as paying agent (the "Paying Agent") for the payment of certain amounts payable in respect of the Common Shares and Vested Company Options in accordance with this Article III, and, in connection therewith, shall enter into a paying agent agreement in customary form (which shall be reasonably acceptable to Parent) with the Paying Agent (the "Paying Agent Agreement").

SECTION 3.2 Letters of Transmittal; Payment and Exchange of Company Certificates.

(a) Within a reasonable time prior to the Closing, the Company shall cause to be mailed to each Equityholder holding Common Shares a letter of transmittal in substantially the form of Exhibit A hereto, with any changes thereto as mutually agreed upon by Parent and the Company (each, a "Letter of Transmittal").

(b) At the Closing, Parent shall pay to the Paying Agent an amount equal to the Merger Consideration Estimate less the aggregate amount equal to the sum of all Estimated Option Payments payable to all Optionholders who are current or former employees.

(c) Payment at the Closing for Company Common Stock. At the Closing, each Equityholder who holds Common Shares and, at least two (2) Business Days prior to the Closing Date, delivers to the Paying Agent for cancellation the stock certificates representing such Equityholder's Common Shares (collectively, such Equityholder's "Company Certificates") together with a duly executed and completed copy of a Letter of Transmittal, shall have such Company Certificates so surrendered canceled, and Parent shall pay, or shall cause the Paying Agent to pay, to any such

Equityholder, to the account or accounts designated in such Equityholder's Letter of Transmittal by means of a wire transfer of immediately available funds, an amount in cash equal to the product obtained by multiplying (i) the Per Share Merger Consideration Estimate by (ii) the number of Common Shares represented by the Company Certificates surrendered by such Equityholder.

(d) Exchange Procedures Following the Closing. To the extent that an Equityholder who holds Common Shares has not delivered the Company Certificates representing all of such Equityholder's Common Shares at least two (2) Business Days prior to the Closing Date in accordance with Section 3.2(c), then within three (3) Business Days after the surrender of a Company Certificate for cancellation to the Paying Agent, together with a Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto, the Company Certificates so surrendered shall forthwith be canceled, and Parent shall pay, or shall cause the Paying Agent to pay, to any such Equityholder, to the account or accounts designated in the Letter of Transmittal by means of a wire transfer of immediately available funds, an amount in cash equal to the product obtained by multiplying (i) the Per Share Merger Consideration Estimate by (ii) the number of Common Shares represented by the Company Certificates surrendered by such Equityholder; provided, however, that if at the time of such payment the Merger Consideration has been determined and/or all or a portion of the Escrow Fund and/or the Representative Fund has been released, then the amount payable to such Equityholder shall be based upon the Per Share Merger Consideration (rather than the Per Share Merger Consideration Estimate) and/or the distributed portion(s) of the Escrow Fund and the Representative Fund allocable to such Equityholder.

(e) Payment at the Closing for Vested Company Options. As soon as administratively practicable and, in any event, within three (3) Business Days following the Closing, Parent shall pay, or shall cause the Paying Agent to pay, to each Optionholder, an amount in cash equal to the product obtained by multiplying (i) the aggregate number of shares of Company Common Stock issuable upon the exercise of each such unexercised Vested Company Option held by such Optionholder as of immediately prior to the Effective Time, by (ii) the excess, if any, of (A) the Per Share Merger Consideration Estimate less (B) the exercise price per share of such Vested Company Option (such amount an "Estimated Option Payment"). Notwithstanding the foregoing or anything to the contrary in this Agreement, Parent shall cause any such payment with respect to an Optionholder who is a current or former employee of an Acquired Company to be made through the Surviving Corporation's payroll system, subject to withholding in accordance with Section 3.5.

(f) Escrow; Representative Fund. Parent shall, or shall cause the Surviving Corporation to, deliver on the Closing Date (i) $5,000,000 (the "Escrow Fund") to U.S. Bank, N.A. (the "Escrow Agent") to hold in accordance with the terms of the escrow agreement to be executed at Closing by Parent, the Escrow Agent and the Equityholders' Representative in substantially the form attached hereto as Exhibit B, with any changes thereto as mutually agreed upon by Parent and the Company (the "Escrow Agreement"), and (ii) $1,000,000 (the "Representative Fund") to the Equityholders' Representative to use for purposes of paying the expenses incurred by the Equityholders' Representative in fulfilling its obligations under this Agreement. The Escrow Fund shall be disbursed in accordance with the Escrow Agreement and Section 2.7(d). The Representative Fund shall be disbursed in accordance with Section 9.2(e).

(g) Lost, Stolen or Destroyed Company Certificates. If any Company Certificate has been lost, stolen or destroyed, Paying Agent shall as a condition precedent to the payment of any Per Share Merger Consideration to a given Equityholder pursuant to Section 2.6(b), require such Equityholder to provide an appropriate affidavit and an agreement to indemnify against any claim that may be made against Parent or the Surviving Corporation with respect to such Company Certificate.

(h) Unless required otherwise by applicable Law, any amount held by the Paying Agent that remains undistributed to Equityholders twelve months after the Effective Time shall be delivered to the Surviving Corporation (which shall thereafter act as Paying Agent hereunder) and any Equityholder who has not theretofore complied with the provisions of Sections 3.2(c), (d) or (e) shall thereafter look only to the Surviving Corporation (as general creditors of the Surviving Corporation) for payment of any consideration due pursuant to this Section 3.2 (other than payment of the Representative Fund, which shall be distributed by the Equityholder Representative pursuant to the terms of this Agreement). Any amounts remaining unclaimed by Equityholders at such time at which such amounts would otherwise escheat to or become property of any Governmental Authority pursuant to applicable Laws shall, to the extent permitted by applicable Laws, be retained by the Surviving Corporation, subject to the immediately preceding sentence.

(i) No Liability. Notwithstanding anything to the contrary in this Section 3.2, none of the Company, Parent, the Surviving Corporation, any of the Acquired Companies or the Paying Agent shall be liable to any Person for any amount properly paid to a public official pursuant to any abandoned property, escheat or similar Law.

SECTION 3.3 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by holders of such shares of Company Common Stock who have not voted such shares in favor of the Merger, consented thereto in writing or otherwise contractually waived their rights to appraisal and who have properly demanded or may properly demand appraisal of such shares pursuant to, and who have complied in all respects with, the provisions of Section 262 of the DGCL (the "Dissenting Shares") shall not be exchangeable for the right to receive the Per Share Merger Consideration, and holders of such shares of Company Common Stock shall be entitled to receive payment of the appraised value of such shares of Company Common Stock in accordance with the provisions of the DGCL unless and until such holders fail to perfect or effectively withdraw or lose their rights to appraisal and payment under the DGCL. If, after the Effective Time, any such holder fails to perfect or effectively withdraws or loses its appraisal rights and dissent rights under the DGCL or a court of competent jurisdiction determines that such holder is not entitled to relief provided under Section 262 of the DGCL, such holder's shares of Company Common Stock shall thereupon be treated as if they had been converted into and to have become exchangeable for, at the Effective Time, the right to receive the Per Share Merger Consideration in accordance with Section 2.6, without any interest thereon, and the Paying Agent shall promptly thereafter pay the amounts payable with respect to such Dissenting Shares that shall have become Common Shares in accordance with Section 3.2, subject to and in accordance with the terms and conditions set forth in Section 3.2(d). The Company shall give Parent and Merger Sub prompt written notice of any demands for appraisal, withdrawals of demands for appraisal and any other related instruments received by the Company. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal or settle or offer to settle any such demand.

SECTION 3.4 No Further Ownership Rights in Shares of Company Common Stock; Closing of Company Transfer Books. At and after the Effective Time, each holder of Company Common Stock shall cease to have any rights as a stockholder of the Company, except for, in the case of a holder of Company Common Stock (other than shares to be canceled pursuant to Section 2.6(a) or Dissenting Shares), the right to surrender his or her Company Certificate in exchange for payment of the Per Share Merger Consideration Estimate (in accordance with Section 3.2(c) or Section 3.2(d), as applicable) and any further amounts payable pursuant to Section 2.7(d), Section 2.7(e) and Section 9.2(e) or, in the case of a holder of Dissenting Shares, to perfect his or her right to receive payment for his or her shares of Company Common Stock pursuant to the DGCL, and no transfer of shares of Company Common Stock shall be made on the stock transfer books of the Surviving Corporation. At the Effective Time, the stock

transfer books of the Company shall be closed, and no transfer of shares of Company Common Stock shall thereafter be made. If, after the Effective Time, Company Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged as provided for in this Agreement.

SECTION 3.5 Withholding Rights. Parent and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any applicable provision of any other Tax Law; provided, however, (a) before making any such deduction or withholding, other than a deduction or withholding from a payment to an employee or former employee of the Acquired Companies, Parent or the Surviving Corporation, as applicable, shall give the Equityholders' Representative notice of the intention to make such deduction or withholding (such notice, which shall include the authority, basis and method of calculation for the proposed deduction or withholding, shall be given at least a commercially reasonable period of time before such deduction or withholding is required, in order for the Equityholders' Representative to obtain reduction of or relief from such deduction or withholding), (b) Parent or the Surviving Corporation, as applicable, shall cooperate with the Equityholders' Representative to the extent reasonable in efforts to obtain reduction of or relief from such deduction or withholding and (c) Parent or the Surviving Corporation, as applicable, shall timely remit to the appropriate Tax Authority any and all amounts so deducted or withheld and timely file all Tax Returns and provide to the Equityholders' Representative such information statements and other documents required to be filed or provided under applicable Tax Law. To the extent that amounts are so withheld and remitted by Parent or the Surviving Corporation in accordance with the foregoing, such 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 or the Surviving Corporation.

SECTION 3.6 Option Plan and Company Options.

(a) Prior to the Closing, the Company shall take all actions pursuant to the Option Plan and any option grant agreements or other agreements relating to any of the Company Options that are necessary to give effect to the provisions of Section 2.6(a), Section 3.2(e) and Section 3.6(b) with respect to the Option Plan and Company Options.

(b) The Option Plan and all Company Options shall terminate as of the Effective Time, and no holder of Company Options shall have any rights thereunder, including any rights to acquire any equity securities of the Acquired Companies, the Surviving Corporation or any Subsidiaries thereof, other than as set forth herein (including pursuant to Section 3.2(e)) or by applicable Law.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Contemporaneously with the execution and delivery of this Agreement by the Company, Parent and Merger Sub, the Company shall deliver to Parent and Merger Sub a disclosure schedule with numbered sections corresponding to the relevant sections in this Agreement (the "Company Disclosure Schedule"). Any disclosure set forth in the Company Disclosure Schedule with respect to a particular representation or warranty contained herein shall be deemed to be a disclosure with respect to all other applicable representations or warranties contained in this Agreement if the applicability of such disclosure to any other applicable representation or warranty would be reasonably apparent to a Person reviewing the Company Disclosure Schedule, regardless of whether an explicit reference to such other representation or warranty is made. Nothing in the Company Disclosure Schedule is intended to broaden the scope of any representation or warranty of the Company contained in this Agreement, and disclosure of any item in the Company Disclosure Schedule shall not constitute an admission that such item is

material or required to be disclosed. Subject to the exceptions and qualifications set forth in the Company Disclosure Schedule in accordance with the first two sentences of this paragraph, the Company hereby represents and warrants to Parent and Merger Sub, as of the date hereof and as of the Closing Date, as follows:

SECTION 4.1 Authority. The Company has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which the Company is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated by this Agreement and the Transaction Documents to which the Company is a party. The execution and delivery of this Agreement and the other Transaction Documents to which the Company is a party by the Company, the performance by the Company of its obligations hereunder and thereunder, and the consummation by the Company of the transactions contemplated by this Agreement and the other Transaction Documents to which the Company is a party, have been duly and validly approved and authorized by the Board of Directors of the Company, and no other approval or action on the part of the Company is necessary to authorize the execution and delivery of this Agreement and the other Transaction Documents to which the Company is a party by the Company, the performance by the Company of its obligations hereunder and thereunder or the consummation by the Company of the transactions contemplated by this Agreement and the other Transaction Documents to which the Company is a party, other than the Required Company Stockholder Vote. This Agreement and the other Transaction Documents to which the Company is a party have been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties to such agreements, this Agreement and the other Transaction Documents to which the Company is a party constitute legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as such enforceability may be subject to (i) the effect of any applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and relief of debtors generally and (ii) the effect of rules of law and general principles of equity, including rules of Law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at Law). The affirmative vote or consent of the holders of a majority of the shares of the outstanding Company Common Stock to approve and adopt this Agreement and the Merger (the "Required Company Stockholder Vote") is the only vote, consent or approval of the holders of Ownership Interests necessary to approve and adopt this Agreement and the Merger or otherwise authorize or approve any of the transactions contemplated by this Agreement or any other Transaction Documents to which the Company is a party.

SECTION 4.2 Organization; Subsidiaries.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it, and to carry on the Business. The Company is duly qualified to do business as a foreign corporation, and is in good standing, under the Laws of each jurisdiction in which the character of its properties owned, operated or leased, or the nature of its activities, makes such qualification necessary, except in those jurisdictions where the failure to be so qualified or in good standing, when taken together with all other failures by the Acquired Companies to be so qualified or in good standing, would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect. True and complete copies of the Certificate of Incorporation (the "Company Certificate of Incorporation") and Bylaws (the "Company Bylaws") of the Company, each as amended and in effect as of the date of this Agreement, have been made available to Parent. The Company is not in violation of any of the provisions of the Company Certificate of Incorporation or the Company Bylaws.

(b) Section 4.2(b)(i) of the Company Disclosure Schedules sets forth a true, correct and complete list of the Company's Subsidiaries. Each of the Subsidiaries of the Company is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation, and has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it, and to carry on the Business. Each Subsidiary of the Company is duly qualified to do business as a foreign entity, and is in good standing, under the Laws of each jurisdiction in which the character of its properties owned, operated or leased, or the nature of its activities, makes such qualification necessary, except in those jurisdictions where the failure to be so qualified or in good standing, when taken together with all other failures by the Acquired Companies to be so qualified or in good standing, would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect. The Company owns directly or indirectly all of the issued and outstanding Ownership Interests of its Subsidiaries. All outstanding Ownership Interests of each of the Company's Subsidiaries are validly issued, are fully paid and non-assessable (as applicable), and are free and clear of any Encumbrance (other than restrictions on transfer under applicable securities Laws). No shares of Company Common Stock are held by a Company Subsidiary. The Company does not hold or beneficially own any direct or indirect equity, ownership or similar interest in any Person, or any subscriptions, options, warrants, rights, calls, convertible securities or other agreements or commitments for any interest in any Person. True and complete copies of the certificate of incorporation and bylaws (or equivalent organizational documents) of each Acquired Company, each as amended and in effect as of the date of this Agreement, have been made available to Parent. No Acquired Company is in violation of any of the provisions of its certificate of incorporation or bylaws (or equivalent organizational documents).

SECTION 4.3 Company Capital Stock.

(a) The authorized capital stock of the Company consists of 200,000,000 shares of Company Common Stock. As of the date of this Agreement, 156,205,887 shares of Company Common Stock have been issued and are outstanding and 445,430 shares of Company Common Stock are held in treasury. All issued and outstanding shares of Company Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive or similar rights created by statute, the Company Certificate of Incorporation, the Company Bylaws or any agreement to which the Company is a party or by which it is bound. The Company has not violated any applicable federal or state securities or "blue sky" Laws in connection with the offer, sale of issuance of any of the Company Common Stock or other Ownership Interests of the Company. There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any Company Common Stock or other Ownership Interests of the Company. Schedule I sets forth, as of the date of this Agreement, the name of each holder of shares of Company Common Stock and the number of shares of Company Common Stock held of record by each such stockholder. There are no accrued or unpaid dividends with respect to any issued and outstanding Ownership Interests that will not be satisfied by the payment of the Merger Consideration hereunder, other than the Company Options Dividend Bonuses.

(b) As of the date of this Agreement, except as set forth in Schedule I, there are no authorized or outstanding options, warrants, calls, subscriptions, rights of conversion or other rights (including preemptive rights and rights of first refusal), agreements, arrangements or commitments of any kind or character, relating to the Company Common Stock or other Ownership Interests to which any Acquired Company is a party, or by which it is bound, obligating any Acquired Company to issue, deliver or sell, or cause to be issued, delivered or sold, or reserve for issuance any of its Ownership Interests. Schedule I sets forth, as of the date of this Agreement, for each outstanding Company Option and each restricted stock award, the name of the holder, the total number of shares of Company Common Stock that are subject to such Company Option or restricted stock award, the date of grant of such Company Option or restricted stock award and the exercise price of the Company Option. All shares of Company

Common Stock subject to any Company Option, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights. Except for the Company Common Stock and Company Options set forth on Schedule I, there are no Ownership Interests issued or outstanding as of the date of this Agreement.

(c) Except as set forth in Schedule I, there are (i) no rights, agreements, arrangements or commitments of any kind or character, whether written or oral, relating to the Ownership Interests of any Acquired Company to which any Acquired Company is a party, or by which it is bound, obligating any Acquired Company to repurchase, redeem or otherwise acquire any issued and outstanding Ownership Interests of any Acquired Company, (ii) no outstanding or authorized Ownership Interests appreciation, phantom stock, profit participation, or other similar rights with respect to any Acquired Company, (iii) no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect to which any Acquired Company is a party with respect to the governance of any Acquired Company or the voting or transfer of any Ownership Interests of any Acquired Company, and (iv) the Company has no authorized or outstanding bonds, debentures, notes or other indebtedness, the holders of which have the right to vote (or convertible into, exchangeable for, or evidencing the right to subscribe for or acquire securities having the right to vote) with the equity holders of the Company or otherwise on any matter.

SECTION 4.4 Conflicts. Except as set forth in Section 4.4 of the Company Disclosure Schedule, the execution and delivery of this Agreement and the other Transaction Documents by the Company, the performance by the Company of its obligations hereunder or thereunder, and the consummation by the Company of the transactions contemplated by this Agreement and the other Transaction Documents, does not and will not (i) conflict with or result in a violation of the Company Certificate of Incorporation or Company Bylaws or the certificate of incorporation or bylaws (or equivalent governing documents) of any other Acquired Company, (ii) assuming all consents, waivers, approvals, authorizations, orders, permits, declarations, filings, registrations and notifications and other actions set forth in Section 4.5 of the Company Disclosure Schedule have been obtained or made, conflict with or result in a violation of any Governmental Order or Law applicable to any Acquired Company or its assets or properties or (iii) assuming all consents, waivers approvals and authorizations that are required pursuant to the terms of the Contracts set forth in Section 4.4 of the Company Disclosure Schedule are obtained, result in a breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, trigger any payments pursuant to, or give rise to any rights of termination, amendment, modification, acceleration or cancellation of or loss of any benefit under, or result in the creation of any Encumbrance on any of the assets or properties of any Acquired Company pursuant to, any Contract to which such Acquired Company is a party, or by which any of the assets or properties of such Acquired Company is bound or affected, except, in the case of clauses (ii) and (iii) of this Section 4.4, as would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect.

SECTION 4.5 Consents, Approvals, Etc. Except as set forth in Section 4.5 of the Company Disclosure Schedule, no consent, waiver, approval, authorization, order or permit of, or declaration, filing or registration with, or notification to, any Governmental Authority is required to be made or obtained by any Acquired Company in connection with the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder, or the consummation by the Company of the transactions contemplated by this Agreement, except: (i) the filing of the Certificate of Merger pursuant to the DGCL, (ii) applicable requirements, if any, under the DGCL, federal or state securities or "blue sky" Laws, (iii) such filings as may be required under the HSR Act and (iv) where the failure to obtain such consent, waiver, approval, authorization, order or permit, or to make such declaration, filing, registrations or notification would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect.

SECTION 4.6 Financial Statements.

(a) The Company has prepared, or caused to be prepared, and made available to Parent the audited consolidated financial statements of the Acquired Companies (including the balance sheet and the related statements of stockholders' equity, and statements of income and cash flows of the Acquired Companies) as of and for each of the fiscal years ended December 31, 2013 and December 31, 2014, respectively, and the unaudited consolidated financial statements of the Acquired Companies (including the balance sheet and the related statements of stockholders' equity, and statements of income and cash flows of the Acquired Companies) as of and for the twelve (12) months ended December 31, 2015 (collectively, the "Company Financial Statements"). Except as set forth in Section 4.6(a) of the Company Disclosure Schedules, the Company Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated therein and with each other (subject, in the case of the unaudited consolidated financial statements of the Acquired Companies as of and for the twelve (12) months ended December 31, 2015, to normal year-end adjustments (which will not be material) and the absence of footnotes), and present fairly, in all material respects, the consolidated financial position, results of operations and cash flows of the Acquired Companies as of the respective dates and during the respective periods indicated therein. The unaudited consolidated balance sheet of the Acquired Companies as of December 31, 2015 shall be referred to in this Agreement as the "Current Balance Sheet" and the date thereof shall be referred to in this Agreement as the "Balance Sheet Date."

(b) The Acquired Companies maintain accurate books and records reflecting their assets and liabilities and maintain internal accounting controls that provide reasonable assurance that (i) transactions are executed with management's authorization, (ii) transactions are recorded as necessary to permit preparation of their financial statements and to maintain accountability for their assets, (iii) access to their assets is permitted only in accordance with management's authorization and (iv) the reporting of their assets is compared with existing assets at regular intervals.

(c) Since December 31, 2014, all current assets and current liabilities have been managed in all material respects by the Acquired Companies in the ordinary course of business consistent with past practices (including the collection of accounts receivable and payment of accounts payable and other liabilities).

SECTION 4.7 Undisclosed Liabilities. The Acquired Companies have no Liabilities, except (i) as reflected in, reserved against or disclosed in the Company Financial Statements, (ii) as incurred in the ordinary course of business since the Balance Sheet Date (and which do not involve breaches of contract, torts or violations of any Law), (iii) for Liabilities disclosed in the Company Disclosure Schedule, (iv) as would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect or (v) for Liabilities under Contracts to which any of the Acquired Companies is a party, to the extent such Liabilities (A) are expressly set forth in and identifiable by reference to the text of such Contracts and (B) do not arise from a breach thereof.

SECTION 4.8 Certain Changes or Events. Except as set forth in Section 4.8 of the Company Disclosure Schedule, between the Balance Sheet Date and the date of this Agreement, and with respect to clause (a), between the Balance Sheet Date and the Closing, there has not been, occurred or arisen:

(a) any change, event, circumstance, development, occurrence or effect of any kind or character that has had or is reasonably expected to have a Material Adverse Effect;

(b) any change to the Company Certificate of Incorporation or Company Bylaws or the certificate of incorporation or bylaws (or equivalent organizational documents) of any other Acquired Company;

(c) any issuance, sale or transfer by any Acquired Company of (i) capital stock of any Acquired Company, except upon the exercise of Company Options, (ii) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitments obligating any Acquired Company to issue, deliver or sell any capital stock of any Acquired Company other than Company Options granted in the ordinary course of business consistent with past practices or (iii) any notes, bonds or other debt security;

(d) any declaration, setting aside or payment of any dividend, or other distribution or capital return in respect of any shares of capital stock of any Acquired Company, or any redemption, repurchase or other acquisition by any Acquired Company of any shares of capital stock of any Acquired Company, except for any declarations, setting aside or payment of any dividend or other distribution or return of capital from one or more Acquired Companies to another Acquired Company;

(e) any (i) sale, assignment, transfer, lease, or other disposition, or agreement to sell, assign, transfer, lease, or otherwise dispose of, any of the tangible assets or properties of any Acquired Company having a value, in any individual case, in excess of $1,000,000, or (ii) sale, assignment, exclusive license, abandonment, lapse or other similar disposition of any material Company IP other than in the ordinary course of business consistent with the past practices of the Company;

(f) any acquisition (including by merger, consolidation or other combination, or acquisition of stock or assets or otherwise), sale, transfer or other disposition by any Acquired Company of any corporation, partnership, joint venture interest or other business organization, or any division thereof or any acquisition or disposition of any assets, or portion of the assets, of the Company, for consideration, in any individual case, in excess of $1,000,000;

(g) any material change in any method of financial accounting or financial accounting practice used by any Acquired Company, other than such changes as are required by GAAP;

(h) (i) any material change in the Tax accounting methods or practices of the Acquired Companies, including with respect to (A) depreciation or amortization policies or rates or (B) the payment of accounts payable or the collection of accounts receivable, (ii) entry into any settlement or compromise of any Tax liability with any Tax Authority, (iii) any surrender of any right to a material refund in respect of Taxes, (iv) any consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes, (v) any material amendment of any Tax Return, (vi) any new, changed, or rescinded material Tax election, or (vii) the filing of any past due Tax Return;

(i) any capital expenditure (including capitalized software costs) in an amount that exceeds $500,000, or any capital expenditures (including capitalized software costs) in an aggregate amount that exceeds $5,000,000, in each case outside of the ordinary course of business;

(j) (i) any action with respect to the grant of severance or termination pay in excess of $250,000, (ii) any material change to the key management structure of any Acquired Company, including the hiring of additional officers or the termination of existing officers or (iii) any adoption, material amendment or termination of (other than in connection with the transactions contemplated by this Agreement) any Company Benefit Plan; in each case of clauses (i) through (iii) above, except in the ordinary course of business consistent with past practice or as required by a contractual obligation or as required by applicable Law; or

(k) any agreement, other than this Agreement, to take any actions specified in this Section 4.8.

SECTION 4.9 Tax Matters.

(a) The Acquired Companies have timely and properly filed with the appropriate Tax Authority all material Tax Returns required to be filed, taking into account any extensions of time within which to file such Tax Returns, and all such Tax Returns were true, complete and correct in all material respects. The Acquired Companies have fully and timely paid all material Taxes required to be paid. Since the Balance Sheet Date, none of the Acquired Companies has incurred any liability for Taxes outside of the ordinary course of business consistent with past custom and practice.

(b) Each Acquired Company has consistently treated any workers that it treats as independent contractors (and any similarly situated workers) as "independent contractors" for purposes of Section 530 of the Revenue Act of 1978.

(c) None of the Acquired Companies have received a written notice of any claim by a Tax Authority in a jurisdiction where it is not presently filing Tax Returns that it may be subject to Taxation in that jurisdiction.

(d) The Acquired Companies are not a party to or bound by any Tax sharing, Tax indemnity or Tax allocation agreement or other similar arrangement with any Person (other than customary gross-up or indemnification provisions in credit agreements, derivatives, leases and other agreements not primarily relating to Taxes entered into in the ordinary course of business).

(e) The Acquired Companies have not requested or received a ruling from any Tax Authority or signed any binding agreement with any Tax Authority that is reasonably expected to result in an additional material liability for Taxes due from the Acquired Companies after the Closing Date.

(f) Neither the Parent nor any of its Affiliates (including following the Closing Date, for the avoidance of doubt, the Acquired Companies) will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in accounting method for a taxable period ending on or prior to the Closing Date with respect to the Acquired Companies which change was filed prior to the Closing; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed prior to the Closing with respect to the Acquired Companies; (iii) installment sale or open transaction disposition made prior to the Closing Date by the Acquired Companies; (iv) prepaid or deposit amount received prior to the Closing Date by the Acquired Companies; or (v) any election under Section 108(i) of the Code with respect to the Acquired Companies made prior to the Closing.

(g) During the past two (2) years, none of the Acquired Companies was a distributing corporation or a controlled corporation in a transaction intended to be governed by Section 355 or 361 of the Code.

(h) None of the Acquired Companies have deferred to a Tax period ending after the Closing Date the inclusion of any material amounts in taxable income pursuant to IRS Revenue Procedure 2004-34, Treasury Regulations Section 1.451-5, Sections 455 or 456 of the Code or any corresponding or similar provision of law (irrespective of whether or not such deferral is elective).

(i) None of the Acquired Companies is a party to any gain recognition agreement under Section 367 of the Code nor has engaged in any transaction subject to Section 367(d) of the Code.

(j) Each Company Benefit Plan that constitutes a "non-qualified deferred compensation plan" subject to Code Section 409A has been operated and maintained in accordance with a good faith, reasonable interpretation of Code Section 409A , no amount under any such Company Benefit Plan is or has been subject to the interest and additional tax set forth under Code Section 409A(a)(1)(B), and there is no obligation to reimburse or otherwise "gross-up" any Person for the interest or additional tax set forth under Code Section 409A(a)(1)(B).

(k) Except as set forth in Section 4.9(k) of the Company Disclosure Schedule, none of the Acquired Companies have made or become obligated to make, and none of the Acquired Companies will as a result of the execution of this Agreement or consummation of the transactions contemplated by this Agreement or the other Transaction Documents (whether alone or in connection with any subsequent event(s)) become obligated to make, any payments that could be nondeductible by reason of Section 280G of the Code (without regard to subsection (b)(4) thereof) or any corresponding provision of foreign, state or local Law, nor will any of the Acquired Companies be required to "gross up" or otherwise compensate any individual because of the imposition of any excise Tax on such a payment to the individual.

SECTION 4.10 Litigation and Governmental Orders. Except as set forth in Section 4.10 of the Company Disclosure Schedule, (i) there are no Actions pending or, to the Knowledge of the Company, threatened against any Acquired Company, any of the assets or properties of any Acquired Company, or any of the directors and officers of any Acquired Company in their capacity as directors or officers of such Acquired Company that would reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect, and (ii) no Acquired Company or its assets or properties are subject to any Governmental Order relating to such Acquired Company or any of its assets or properties.

SECTION 4.11 Compliance with Laws.

(a) Except as set forth in Section 4.11(a)(i) of the Company Disclosure Schedule, each Acquired Company has conducted since January 1, 2013, and is conducting, the Business in compliance with applicable Law, except for any failures to comply that, individually or in the aggregate, would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect. Except as set forth in Section 4.11(a)(ii) of the Company Disclosure Schedule, since January 1, 2013, no Acquired Company has, received any written (or, the Knowledge of the Company, oral) notice from any Governmental Authority, *qui tam* relator or other third party, nor, to the Knowledge of the Company, has any such notice, claim, assertion or other Action been filed or commenced against an Acquired Company, to the effect that any Acquired Company is not in compliance, in any material respect, with any applicable Law.

(b) Without limiting the generality of the foregoing, the Company is, and during the past five years has been, in compliance in all material respects with all legal requirements under (i) the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.) and (ii) all other anti-corruption and bribery Laws, in each case, in jurisdictions in which an Acquired Company is carrying on business or otherwise operating, including those jurisdictions where such Laws impose liability for the conduct of associated third parties (collectively, "Anti-Bribery Laws"). During the past five years, the Company has not received any communication from any Governmental Authority that alleges that any Acquired Company or any of its agents or representatives is in violation of, or has, or may have, any liability under, any Anti-Bribery Law. No Acquired Company is (i) a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Anti -Terrorism Order or (ii) a Person that engages in any dealings or transactions with any such Person.

(c) Except as set forth in Section 4.11(c) of the Company Disclosure Schedule, since January 1, 2013, each Acquired Company has complied in all material respects with the requirements of all applicable Healthcare Laws. No Acquired Company is subject to the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn (known as the "Stark Law") or any state self-referral Law. No Acquired Company is, or has been since January 1, 2013, the subject of any pending or, to the Knowledge of the Company, threatened proceeding by the FDA or any other Governmental Authority, including investigations or actions under the FDA's Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto. The FDA has not notified any Acquired Company that it has invoked or intends to invoke its policy with respect to Fraud, Untrue Statements of Material Facts, Bribery and Illegal Gratuities and any amendments thereto with respect to any act, statement or omission. No Acquired Company or any director, officer, employee, or, to the Knowledge of the Company, equityholder of 5% or more of an Acquired Company has been debarred under the provisions of 21 U.S.C. §§ 335a(a) or (b), or excluded from participation in any Government Health Care Program under 42 U.S.C. § 1320a-7. None of the Acquired Companies is a party to a corporate integrity agreement or has any reporting obligations pursuant to a settlement agreement, consent decree, plan of correction or other remedial measure entered into with any Governmental Authority.

(d) Each Acquired Company has at all times since January 1, 2013 complied in all material respects with applicable provisions of the Privacy Laws.

(e) The Acquired Companies are, and have since January 1, 2013 been, in compliance in all material respects with the Federal Food, Drug, and Cosmetic Act ("FDCA") and regulations promulgated thereunder to the extent applicable. No Acquired Company has received from FDA written notice, including any findings of deficiency, findings of non-compliance, warning, untitled, or "It Has Come to Our Attention" letters, Form FDA 483s, mandatory or voluntary recalls, field notifications, safety alerts, corrections or removals, seizures or other compliance or enforcement actions initiated, issued, requested or threatened relating to any Acquired Company or any of their products. No Acquired Company has provided any false or misleading information or significant omission to any Governmental Authority, including the FDA. No Acquired Company is acting or has acted as the sponsor of any clinical trial. The Acquired Companies have made all material required filings and registrations with, or notifications to, all FDA or any other Governmental Authorities pursuant to applicable requirements of the FDCA or other applicable Laws. All products marketed by the Acquired Companies, where required, are being marketed in compliance in all material respects with the FDCA and regulations promulgated thereunder.

SECTION 4.12 Permits. Except as set forth in Section 4.12 of the Company Disclosure Schedule, each Acquired Company possesses all Permits required to permit such Acquired Company to conduct the Business as currently conducted, except where the failure to possess such Permit would not reasonably be expected, individually or in the aggregate, to adversely affect the Acquired Companies, taken as a whole, in any material respect. All such Permits are in full force and effect, each Acquired Company is in compliance with each such Permit, except where the failure to so comply would not reasonably be expected, individually or in the aggregate, to adversely affect the Acquired Companies, taken as a whole, in any material respect.

SECTION 4.13 Property.

(a) None of the Acquired Companies owns any real property. Section 4.13(a) of the Company Disclosure Schedule contains a true, correct and complete list of each item of real property in which, as of the date of this Agreement, any Acquired Company has a leasehold interest granted from or to a third party (the "Real Property"), including the street address of the Real Property, the name of the third party lessor(s) or lessee(s) thereof, as the case may be, and each lease relating thereto and all amendments thereof (each, a "Lease"). Each Acquired Company has a valid and subsisting leasehold interest in all Real Property leased by it, in each case free and clear of all Encumbrances, other than Permitted Encumbrances. No Acquired Company has subleased any Real Property to any Person or granted to any Person any right to occupy the Real Property, and there are no options or right of first offer or refusal for any other Person to acquire any such rights.

(b) Except as set forth in Section 4.13(b) of the Company Disclosure Schedule, each Acquired Company has valid and subsisting ownership or leasehold interests in all of the material tangible personal assets and properties used or leased for use by such Acquired Company in connection with the conduct of the Business, free and clear of all Encumbrances, other than Permitted Encumbrances. All material items of tangible personal property owned or leased by any Acquired Company are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently being used.

(c) As of the date of this Agreement, there are no pending, or to the Knowledge of the Company, threatened, condemnation or similar proceedings against any Acquired Company or otherwise relating to any of the Real Property, and no Acquired Company has received any written notice of the same.

(d) With respect to the Real Property, except as set forth in Section 4.13(d) of the Company Disclosure Schedule: (i) none of the Acquired Companies has assigned, subleased, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold created by such Lease and (ii) there are no outstanding options or rights of any party to terminate such Lease prior to the expiration of the term thereof.

SECTION 4.14 Proprietary Rights and Technology.

(a) Section 4.14(a) of the Company Disclosure Schedule sets forth a true, correct and complete list of each item of Registered Proprietary Rights and the jurisdiction in which such item of Registered Proprietary Rights has been registered or filed and the applicable application, registration, or serial or other similar identification number. The Acquired Companies exclusively own all right, title and interest in and to all Company IP, free and clear of any Encumbrances, other than Permitted Encumbrances.

(b) No proceedings are pending or, to the Knowledge of the Company, threatened against any Acquired Company, which challenge the validity or enforceability of any Registered Proprietary Rights, or the use or ownership of any Company IP.

(c) Each Acquired Company owns or has a license or right to use all Proprietary Rights used by it in connection with the Business. Neither the execution and delivery of this Agreement (or any Transaction Document) by the Company, the performance by the Company of its obligations hereunder nor the consummation by the Company of the transactions contemplated by this Agreement (or any of the Transaction Documents) will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare (i) a loss of, or Encumbrance on, any Company IP or Proprietary Rights licensed by an Acquired Company, (ii) the release, disclosure, or delivery of any Company IP by or to any escrow agent or other Person, or (iii) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to, or in any of the Company IP, except in each case as would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect.

(d) The conduct of the Business as currently conducted does not infringe (directly or indirectly), misappropriate, or otherwise violate any Proprietary Rights of any other Person. No Acquired Company has received any written notice with respect to any Acquired Company between January 1, 2013 and the date of this Agreement of any alleged infringement, misappropriation or violation of any third party Proprietary Rights by such Acquired Company, or an offer to license Proprietary Rights of any other Person. To the Knowledge of each Acquired Company, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating, any Company IP.

(e) Each Acquired Company has taken commercially reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information that is material to the Business and that such Acquired Company holds as a trade secret.

(f) None of the Software or Technology owned, developed, marketed, distributed, licensed, or sold by the Acquired Companies (collectively, "Company Software") (i) contains any bug, defect, or error that materially and adversely affects the use, functionality, or performance of such Company Software, or (ii) contains any other code designed or intended to damage or destroy any data or file without the user's consent.

(g) No source code for any Company Software that is material to the Business has been delivered, licensed or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of an Acquired Company. No Acquired Company has any duty or obligation to deliver, license, or make available the source code for any Company Software that is material to the Business to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of an Acquired Company. No Company Software that is material to the Business is subject to any "copyleft" or other obligation or condition (including any obligation or condition under any license to software that is distributed as "free software," "open source software" or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License and BSD Licenses)) that (i) could require, or could condition the use or distribution of such Company Software on, the disclosure, licensing, or distribution of any source code for any portion of such Company Software, or (ii) could otherwise impose any limitation, restriction, or condition on the right or ability of an Acquired Company to use or distribute any Company Software.

(h) To the Knowledge of each Acquired Company, all of the information technology and computer systems (including information technology and telecommunication hardware, communications networks and data centers) relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information whether or not in electronic format, used in the Business (the "IT Systems") operate and perform in all material respects in a manner that permits the Acquired Companies to conduct the Business as currently conducted. With respect to the IT Systems, to the Knowledge of each Acquired Company: (i) there have been no successful unauthorized intrusions or breaches of the security thereof, and (ii) there has not been any material malfunction thereof that has not been remedied or replaced in all material respects, in each case, except as would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect.

(i) None of the Acquired Companies is bound by, and no Company IP is subject to, any Contract containing any covenant or other provision that in any material way limits or restricts the ability of any Acquired Company to use, exploit, make available, assert or enforce any Company IP material to the Business or any Company Software material to the Business anywhere in the world.

SECTION 4.15 Certain Contracts.

(a) Section 4.15(a) of the Company Disclosure Schedule contains a true, correct and complete list (by reference to the applicable subsection hereof) of all of the Contracts referred to in this Section 4.15 to which any Acquired Company is a party (each, a "Listed Contract" and, collectively, the "Listed Contracts"). True, correct and complete copies of each Listed Contract have been made available to Parent, including all amendments applicable thereto. Other than as set forth in Section 4.15(a) of the Company Disclosure Schedule, no Acquired Company is party to any:

(i) notes, bonds, debentures, other evidences of indebtedness, guarantees, loans, credit or financing agreements or instruments, security agreements, pledge agreements, mortgages, indentures, factoring agreements, letters of credit, performance bonds, completion bonds, surety agreements or indemnification agreements, or other Contracts for money borrowed, including any agreements or commitments for future loans, credit or financing;

(ii) agreements for the employment, engagement or severance of any officer, employee or other Person on a full-time, part-time, consulting, independent contractor or other basis involving (A) annual payments in excess of $250,000, (B) payment of any severance, retention, change in control, acceleration or similar payments or cash or other compensation or benefits with a value in excess of $250,000 as a result of the execution of this Agreement or the other Transaction Documents or the completion of the transactions contemplated hereby or thereby (whether or not such bonuses or payments do not become payable until the occurrence of a termination of employment or the occurrence of any other event or circumstance that may occur after the consummation of the transactions contemplated by this Agreement) or (C) restrict the ability of the Company to terminate the employment of any employee or the consulting agreement, independent contractor agreement or similar agreement of any Person at any time for any lawful reason or for no reason without material Liability (including severance obligations);

(iii) leases, subleases, rental or occupancy agreements, purchase and sale agreements, and other Contracts affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any Real Property involving a purchase price or annual payments in excess of $1,000,000;

(iv) Contract or series of related Contracts (i) under which the applicable Acquired Company received or made payments in excess of $1,000,000 in any fiscal year or during the 12 months ended December 31, 2015 or (ii) which requires or contemplates (A) annual payments to the applicable Acquired Company or from the applicable Acquired Company in excess of $1,000,000 or (B) payments to the applicable Acquired Company or from the applicable Acquired Company in excess of $1,000,000 in the aggregate, in each case other than Contracts with customers or suppliers;

(v) joint venture Contracts, partnership agreements, limited liability company agreements or any other similar Contracts (however named) and agreements with respect to the acquisition or disposition of any business, assets or securities outside the ordinary course of business, or any equity or debt investment in or any loan to any Person (other than between Acquired Companies);

(vi) Contracts relating to the sale of any assets of any Acquired Company within the last two (2) years, in each case for consideration in excess of $1,000,000 (other than sales or dispositions of inventory in the ordinary course of business);

(vii) Contracts containing covenants restricting or limiting the freedom of such Acquired Company to compete with any Person in any line of business or in any area or territory (including any Contract containing any non-competition or non-solicitation provision);

(viii) Contracts pursuant to which any material Proprietary Rights or Technology have been licensed to such Acquired Company (other than Contracts for commercial off-the-shelf software, standard commercial service offerings that are generally commercially available on standard terms or other standard Contracts for Proprietary Rights or Technology with annual or individual royalty or license fees of less than $1,000,000);

(ix) the principal Contracts with the customers or suppliers listed in Section 4.21 of the Company Disclosure Schedule; and

(x) Contracts pursuant to which any material Company IP has been licensed to a third party or wherein rights in any material Company IP have been granted to a third party (whether or not currently exercisable), except for non-exclusive license agreements entered into in the ordinary course of business.

(b) (i) Each Listed Contract is in full force and effect and represents a legally valid and binding obligation of each Acquired Company that is a party thereto, (ii) each Acquired Company has performed, in all material respects, all obligations required to be performed by it under each of the Listed Contracts to which it is a party, (iii) no Acquired Company, or to the Knowledge of the Company any other party thereto, is in material breach or violation of, or material default under, or has committed or failed to perform any act which, with or without notice, lapse of time or both would constitute a material default under the provisions of, any of the Listed Contracts to which it is a party, and the Company has not received any written notice with respect to any Acquired Company since January 1, 2013 that any such Acquired Company has materially breached, violated or defaulted under any of the Listed Contracts to which it is a party, and (iv) as of the date of this Agreement, the Company has not received any written (or, to the Knowledge of the Company, oral) notice of cancellation or termination in connection with any Listed Contract and no Acquired Company nor, to the Knowledge of the Company, any other party currently contemplates any termination, material amendment or change to any Listed Contract. Section 4.15(b) of the Company Disclosure Schedule identifies those Contracts listed in Section 4.15(a) of the Company Disclosure Schedule that require the consent or approval of third parties to the transactions contemplated by the Agreement.

SECTION 4.16 Employee Benefit Matters.

(a) Section 4.16(a) of the Company Disclosure Schedule contains a true, correct and complete list of each Company Benefit Plan. No Company Benefit Plan covers any Company Employees

employed outside of the United States. The Company has made available to Parent and its agents and representatives, as applicable, true, correct and complete copies of (i) each Company Benefit Plan, (ii) the most recent annual report (Form 5500) filed with the IRS with respect to each such Company Benefit Plan (if applicable), (iii) each trust agreement, insurance policy and any other Contract relating to the funding, investment, or administration of such Company Benefit Plan (if applicable), (iv) the most recent summary plan description for each such Company Benefit Plan for which a summary plan description is required, together with any summary of material modifications thereto and (v) the most recent determination or opinion letter (if any) issued by the IRS, and three most recent annual compliance tests under Code Section 401(a)(4), 410(b), 415 and 416, with respect to any such Company Benefit Plan intended to be qualified under Section 401(a) of the Code.

(b) Each Company Benefit Plan, in all material respects, has been administered in accordance with its terms, and in compliance with the applicable requirements of ERISA, the Code and all other applicable Laws. There are no pending or, to the Knowledge of the Company, threatened claims (other than routine claims for benefits in the normal course) by or on behalf of any Company Benefit Plan or any trust associated with such plan. There are no audits, inquiries or proceedings pending or, to the Knowledge of the Company, threatened by the IRS or any other Governmental Authority with respect to any Company Benefit Plan. Each Acquired Company has made all premiums, contributions and other payments required by and due for each Company Benefit Plan and any Company Benefit Plan service provider on a timely basis in all material respects in accordance with Company Benefit Plan terms and all applicable Laws. No Acquired Company or, to the Knowledge of the Company, any other Person, has committed an act or omission that would cause any Acquired Company to incur a material civil penalty pursuant to Section 409, 502(c), 502(i) or 502(l) of ERISA or Section 4971 of the Code or a material Tax imposed pursuant to Chapter 43 of the Code. Each Company Benefit Plan intended to be qualified under Code Section 401(a) has received a favorable determination letter from the Internal Revenue Service or is in the form of a prototype plan that is the subject of a favorable opinion letter from the Internal Revenue Service upon which the adopting employer is entitled to rely and, in either case, to the Knowledge of the Company, nothing has occurred that could adversely affect such plan's qualified status.

(c) No Company Benefit Plan is, and no Acquired Company has within the last six years had any obligations with respect to (i) any "employee pension plan," as defined in Section 3(2) of ERISA, that is subject to Title IV of ERISA, (ii) any "multiemployer plan" (as defined in ERISA Section 3(37)) or (iii) any multiple employer welfare arrangement within the meaning of Section 3(40) of ERISA. No act or omission has occurred that could result in any Acquired Company incurring any liability with respect to such plans as a result of being treated as a single employer under subsection (b), (c), (m) or (o) of Code Section 414 with any Person (other than the Acquired Companies).

(d) No Company Benefit Plan provides for medical or welfare benefits (through insurance or otherwise), or for the continuation of such benefits or coverage, in any case, after retirement or other termination of employment, except as may be required by Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code or similar state Law.

(e) Except as set forth in Section 4.16(e) of the Company Disclosure Schedule, no Company Benefit Plan exists that, as a result of the execution of this Agreement or the transactions contemplated by this Agreement (whether alone or in connection with any subsequent event(s)), could result in (i) the increase, acceleration, vesting or provision of any payments, benefits or other rights to any employee, officer, director or consultant, whether or not any such payment, right or benefit would constitute a "parachute payment" within the meaning of Section 280G of the Code or (ii) an obligation to fund or otherwise set aside assets to secure to any extent any of the obligations under any Company Benefit Plan.

SECTION 4.17 Labor Matters. Except as set forth in Section 4.17 of the Company Disclosure Schedule, no Acquired Company is a party to any labor agreement with respect to its employees with any labor organization, group or association, nor, to the Knowledge of the Company, have there been any attempts to organize the employees of any Acquired Company during the two-year period prior to the date of this Agreement. There is no labor strike, labor disturbance or work stoppage against any Acquired Company. Within the past year, no Acquired Company has incurred any material liability or obligation under the Worker Adjustment and Retraining Notification Act or any other similar state law that remains unsatisfied. Each of the Acquired Companies is in material compliance with all applicable Laws respecting labor, employment and employment practices, terms and conditions of employment, health and safety, worker's compensation, immigration and wages and hours. To the Knowledge of the Company, there is no unfair labor practice charge or complaint against any Acquired Company pending before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Labor or any other Governmental Authority. Except as would not result in material liability to any Acquired Company, each Acquired Company has properly classified in all material respects in accordance with all applicable Laws all of its service providers as either employees or independent contractors and as exempt or non-exempt from overtime requirements and has made all appropriate filings in connection with services provided by, and compensation paid to, such service providers. No Company Employees are employed outside of the United States.

SECTION 4.18 Environmental Matters. Except as set forth in Section 4.18 of the Company Disclosure Schedule and except for such violations, activities and Actions as would not reasonably be expected to adversely affect the Acquired Companies, taken as a whole, in any material respect, (i) to the knowledge of any Acquired Company, there have been no releases of Hazardous Materials at any of the Real Property or any other property currently or formerly owned, leased or operated by any Acquired Company in quantities that could trigger the need for investigation and/or Cleanup costs pursuant to Environmental Laws; and (ii) no Action is pending or, to the knowledge of any Acquired Company, has been threatened against any Acquired Company concerning any Environmental Claim, (iii) each Acquired Company is and, at all times since January 1, 2013, has been in compliance in all material respects with all applicable Environmental Laws and (iv) the Acquired Companies have delivered or otherwise made available for inspection to Parent true, complete and correct copies and results of any material environmental reports, studies or analyses in the possession of any Acquired Company, pertaining to Hazardous Materials in, on, beneath or adjacent to any property currently owned, operated or leased by any Acquired Company.

SECTION 4.19 Related Party Transactions. Except as set forth in Section 4.19 of the Company Disclosure Schedule, no Related Party (i) has any direct or indirect interest in any asset used in or otherwise relating to the Business, (ii) has entered into any Contract, commitment or transaction involving any Acquired Company (other than any employment agreement between such Related Party and any Acquired Company entered into in the ordinary course) that remains in effect, (iii) is competing with any Acquired Company, (iv) has any claim or right against any Acquired Company (other than rights to receive compensation for services performed as an officer, director or employee of an Acquired Company and other than rights to reimbursement for travel and other business expenses incurred in the ordinary course), (v) owes any money to any Acquired Company or is owed any money from any Acquired Company (other than amounts owed for compensation or reimbursement pursuant to clause (iv) above) or (vi) provides services to any Acquired Company (other than services performed as a director, officer or employee of an Acquired Company) or is dependent on services or resources provided by any Acquired Company.

SECTION 4.20 Brokers. Except for the Company Financial Advisors and Genstar Capital, LLC, each of which is entitled to certain advisory fees in connection with this Agreement and the transactions contemplated by this Agreement, no broker, finder, investment banker or other Person is

entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon any arrangements made by or on behalf of any Acquired Company.

SECTION 4.21 Suppliers and Customers. Section 4.21 of the Company Disclosure Schedule contains a true, complete and correct list of, (a) by dollar volume paid for each of the years ended December 31, 2014 and 2015, respectively, the ten largest suppliers to the Acquired Companies for each such year, respectively, (each, a "Top Supplier") and (b) by revenue amount for each of the years ended December 31, 2014 and 2015, respectively, the ten largest customers of the Acquired Companies for each such year, respectively (each, a "Top Customer"). No Person listed in such Schedule for the twelve month period ended December 31, 2015 has canceled, suspended or otherwise terminated, or has threatened in writing to, cancel, suspend or otherwise terminate the relationship of such Person with any Acquired Company.

SECTION 4.22 Insurance Policies. Section 4.22 of the Company Disclosure Schedule contains an accurate and complete list of all material insurance policies and bonds of property, fire, liability, worker's compensation, errors and omissions and other forms of insurance (other than title insurance) owned or held by the Acquired Companies. The Company has heretofore made available true, correct and complete copies of such insurance policies and all amendments and riders thereto to Parent. All such policies are legal, binding and enforceable and in full force and effect, and all premiums with respect thereto covering all periods up to the date hereof have been paid. The Company has not received any written notice with respect to any (a) cancellation or invalidation of any of such policies, (b) refusal of coverage, or rejection of any covered claim, under any of such policies, or (c) material adjustment in the premiums payable with respect to any of such policies. The Acquired Companies have complied in all material respects with the provisions of such policies applicable to them. Other than claims made in the ordinary course of business, there are no pending claims under any such policies, including any claim for loss or damage to the properties, assets or business of the Acquired Companies. Such policies are sufficient for compliance with all requirements of Law and of all Contracts to which any Acquired Company is a party. No Acquired Company has any self-insurance or co-insurance arrangement, other than in connection with any medical plan and standard commercial retention under insurance policies.

SECTION 4.23 No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV (as modified by the Company Disclosure Schedule), neither the Acquired Companies nor any other Person makes any other express or implied representation or warranty with respect to the Acquired Companies or the transactions contemplated by this Agreement, and the Company disclaims any other representations or warranties, whether made by an Acquired Company or any of its Affiliates, officers, directors, employees, agents or representatives. Except for the representations and warranties contained in Article IV hereof (as modified by the Company Disclosure Schedule), the Company hereby disclaims, for itself and each of the other Acquired Companies, all Liability and responsibility for any representation, warranty, statement, or information made, communicated, or furnished (orally or in writing) to Parent or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Parent by any director, officer, employee, agent, consultant, or representative of any Acquired Company or any of its Affiliates). The Acquired Companies make no representations or warranties to Parent regarding any projection or forecast regarding future results or activities or the probable success or profitability of any Acquired Company. Notwithstanding the foregoing or anything to the contrary herein, (a) nothing in this Section 4.25 shall in any way limit any of the representations or warranties set forth in Article IV, and (b) the provisions of this Section 4.25 shall not, and shall not be deemed or construed to, waive or release any claims for actual fraud with respect to any of the representations or warranties set forth in Article IV. For purposes of this Agreement, "actual fraud" means an actual fraud involving a knowing and intentional misrepresentation of a fact material to the transactions contemplated

by this Agreement (made with the knowledge that a representation or warranty set forth in Article IV was actually breached when made), and made with the express intent of inducing Parent and Merger Sub to enter into this Agreement and upon which Parent and Merger Sub have relied to their detriment (as opposed to any fraud claim based on constructive knowledge, negligent misrepresentation or a similar theory).

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby represent and warrant to the Company as follows:

SECTION 5.1 Authority. Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver, and perform its obligations under, this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated by this Agreement and the Transaction Documents to which it is a party. The execution and delivery of this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party by Parent or Merger Sub, as applicable, the performance by Parent or Merger Sub, as applicable, of its obligations hereunder and thereunder, and the consummation by Parent or Merger Sub, as applicable, of the transactions contemplated by this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party, have been duly and validly approved and authorized by the Board of Directors of Parent and Merger Sub, as applicable, and no other approval or action on the part of either Parent or Merger Sub is necessary to authorize the execution and delivery of this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party by Parent or Merger Sub, as applicable, the performance by Parent or Merger Sub, as applicable, of its obligations hereunder and thereunder or the consummation by Parent or Merger Sub, as applicable, of the transactions contemplated by this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party. This Agreement and the other Transaction Documents to which Parent or Merger Sub is a party have been duly executed and delivered by the Parent and Merger Sub, as applicable, and, assuming due authorization, execution and delivery by the other parties to such agreements, this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party constitute legally valid and binding obligations of Parent or Merger Sub, as applicable, enforceable against Parent or Merger Sub, as applicable, in accordance with their terms, except as such enforceability may be subject to (i) the effect of any applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights and relief of debtors generally and (ii) the effect of rules of law and general principles of equity, including rules of Law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at Law.

SECTION 5.2 Organization. Parent is a limited liability company, and Merger Sub is a corporation, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, and has all requisite power and authority to own, operate or lease the properties and assets now owned, operated or leased by it, and to carry on its business as currently conducted. Parent is duly qualified to do business as a foreign corporation, and is in good standing, under the Laws of each jurisdiction in which the character of its properties owned, operated or leased, or the nature of its activities, makes such qualification necessary, except in those jurisdictions where the failure to be so qualified or in good standing, when taken together with all other failures by Parent to be so qualified or in good standing, would not have a material adverse effect on the ability of Parent to perform its obligations under this Agreement or consummate the transactions contemplated by this Agreement.

SECTION 5.3 Conflicts. The execution and delivery of this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party, by each of Parent and Merger Sub, as applicable, the performance by each of Parent and Merger Sub of its obligations hereunder and thereunder, and the consummation by each of Parent and Merger Sub of the transactions contemplated by this Agreement and the other Transaction Documents to which Parent or Merger Sub, as applicable, is a party, does not and will not (i) conflict with or result in a violation of the organizational documents of Parent or Merger Sub, (ii) assuming all consents, approvals, authorizations, filings and notifications and other actions set forth in Section 5.4 of the Company Disclosure Schedule have been obtained or made, conflict with or result in a violation of any Governmental Order or Law applicable to Parent or Merger Sub or their respective assets or properties or (iii) assuming all consents, waivers, approvals and authorities that are required pursuant to the terms of the Contracts set forth in Section 5.4 of the Company Disclosure Schedule are obtained, result in a breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, trigger any payments pursuant to, or give rise to any rights of termination, amendment, modification, acceleration or cancellation of or loss of any benefit under any Contract to which Parent or Merger Sub is a party, or by which any of the assets or properties of Parent or Merger Sub is bound or affected, except, in the case of clauses (ii) and (iii) of this Section 5.3, as would not reasonably be expected to have a material adverse effect on the ability of Parent or Merger Sub to perform its respective obligations under this Agreement or consummate the transactions contemplated by this Agreement.

SECTION 5.4 Consents, Approvals, Etc. No consent, waiver, approval, authorization, order or permit of, or declaration, filing or registration with, or notification to, any Person or third party is required to be made or obtained by Parent or Merger Sub in connection with the execution and delivery of this Agreement by each of Parent and Merger Sub, the performance by each of Parent and Merger Sub of its respective obligations hereunder, or the consummation by each of Parent and Merger Sub of the transactions contemplated by this Agreement, except (i) the filing of the Certificate of Merger pursuant to the DGCL, (ii) applicable requirements, if any, under the DGCL, federal or state securities or "blue sky" Law,(iii) such filings as may be required under the HSR Act and (iv) where the failure to obtain such consent, approval, authorization or action, or to make such filing or notification would not, when taken together with all other such failures by Parent and Merger Sub, reasonably be expected to have a material adverse effect on the ability of Parent or Merger Sub to perform its respective obligations under this Agreement or consummate the transactions contemplated by this Agreement.

SECTION 5.5 Litigation and Governmental Orders. (i) There are no Actions of any kind or nature pending or, to the Knowledge of Parent, threatened against Parent or Merger Sub, any of the assets or properties of Parent or Merger Sub, or any of the directors and officers of Parent or Merger Sub in their capacity as directors or officers that would reasonably be expected to have a material adverse effect on Parent's or Merger Sub's ability to consummate the transactions contemplated hereby and (ii) neither Parent nor Merger Sub nor their assets or properties are subject to any material Governmental Order relating to Parent or Merger Sub or any of their assets or properties.

SECTION 5.6 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission for which any of the Acquired Companies (prior to Closing) or the Equityholders could be held liable in connection with the transactions contemplated by this Agreement based upon any arrangements made by or on behalf of Parent, Merger Sub or any of their respective Affiliates.

SECTION 5.7 No Prior Activities. Merger Sub has not incurred nor will it incur any liabilities or obligations, except as contemplated by this Agreement and except those incurred in connection with its organization and with the negotiation of this Agreement or any other Transaction Documents and the performance of its obligations hereunder or thereunder and the consummation of the

transactions contemplated by this Agreement, including the Merger. Except as contemplated by this Agreement and except in connection with its organization and with the negotiation of this Agreement or any other Transaction Documents and the performance of its obligations hereunder or thereunder and the consummation of the transactions contemplated by this Agreement, including the Merger, Merger Sub has not engaged in any business activities of any type or kind whatsoever, or entered into any agreements or arrangements with any Person, or become subject to or bound by any obligation or undertaking. All of the issued and outstanding capital stock of Merger Sub is owned beneficially and of record by Parent, free and clear of all Encumbrances (other than those created by this Agreement and the transactions contemplated by this Agreement).

SECTION 5.8 Sufficient Funds. Assuming (i) the satisfaction of the conditions set forth in Section 7.2 (other than those conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of and would be satisfied at the Closing) and (ii) the satisfaction of the Financing Conditions, the net proceeds of the Financing (both before and after giving effect to the exercise of any or all "market flex" provisions related thereto), when funded in accordance with the Commitment Letters on the Closing Date will be sufficient to consummate the transactions contemplated on the Closing Date, including for the payment of the Required Amount. As of the date of this Agreement, Parent has delivered to the Company a true and complete copy of the executed Debt Commitment Letter and Equity Commitment Letters. As of the date hereof, neither of the Commitment Letters has been modified, amended or altered, and, as of the date hereof, the respective commitments contained in the Commitment Letters have not been withdrawn or rescinded in any respect. Neither Parent nor any of its Affiliates has entered into any agreement, side letter or other commitment or arrangement relating to the financing of the Required Amount or transactions contemplated by this Agreement that would contain any additional conditions precedent or contingencies that would permit the Lenders to reduce the total amount of the Debt Financing or the Guarantors to reduce the total amount of the Equity Financing to an amount less than the Required Amount, other than as set forth in the Commitment Letters, the fee letters and/or the engagement letters related thereto. The Commitment Letters are in full force and effect and represent a valid, binding and enforceable obligation of Parent and, to the knowledge of the Parent, each other party thereto, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors. Parent has fully paid (or caused to be paid) any and all commitment fees and other amounts that are due and payable on or prior to the date of this Agreement in connection with the Financing. As of the date hereof, to the knowledge of Parent, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a failure to satisfy a condition precedent on the part of Parent or Merger Sub or any other party thereto under the terms and conditions of the Commitment Letters. As of the date hereof, assuming satisfaction of the conditions set forth in Section 7.2 and completion of the Marketing Period, Parent does not have any reason to believe that (i) any of the conditions to the Financing will not be satisfied or (ii) the Financing will not be available to Parent and Merger Sub on the Closing Date. There are no conditions precedent related to the funding or investing (as applicable) of the Financing other than the Financing Conditions. Subject to the terms and conditions of this Agreement (including Article VIII and Section 9.15), Parent understands and acknowledges that under the terms of this Agreement, the obligations of Parent and Merger Sub to consummate the Merger are not in any way contingent upon or otherwise subject to the consummation by Parent or Merger Sub of any financing arrangements, the obtaining by Parent or Merger Sub of any financing or the availability, grant, provision or extension of any financing to Parent or Merger Sub.

SECTION 5.9 Solvency; Surviving Corporation After the Merger. Neither Parent nor Merger Sub is entering into this Agreement or the transactions contemplated hereby with the actual intent to hinder, delay or defraud either present or future creditors. Assuming the satisfaction of the conditions set forth in Section 7.2 (other than those conditions that by their nature are to be satisfied at the

Closing, but which conditions are capable of and would be satisfied at the Closing) and immediately after giving effect to the Merger and the other transactions and indebtedness contemplated by the Debt Commitment Letter, (i) the sum of the debt (including contingent liabilities) of Parent and its Subsidiaries, taken as a whole, does not exceed the fair value of the present assets of Parent and its Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of Parent and its Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of Parent and its Subsidiaries, taken as a whole, on their debts as they generally become absolute and matured; (iii) the capital of Parent and its Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of Parent and its Subsidiaries, taken as a whole, contemplated as of the date hereof; and (iv) Parent and its Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to generally pay such debts as they mature in the ordinary course of business. For the purposes of this Section 5.9, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

SECTION 5.10 Due Diligence Investigation. Parent has had an opportunity to discuss the business, management, operations and finances of the Acquired Companies with their respective officers, directors, employees, agents, representatives and Affiliates, and has had an opportunity to inspect the facilities of the Acquired Companies. Parent has conducted its own independent investigation of the Acquired Companies. In making its decision to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement, Parent has relied solely upon the representations and warranties of the Company set forth in Article IV (and acknowledges that such representations and warranties are the only representations and warranties made by any Acquired Company) and has not relied upon any other information provided by, for or on behalf of the Acquired Companies or Equityholders, or their respective agents or representatives, to Parent in connection with the transactions contemplated by this Agreement, including in any confidential information memorandum previously made available to Parent or in any data room to which Parent and its advisors and other representatives have been provided access by the Company. Parent has entered into the transactions contemplated by this Agreement with the understanding, acknowledgement and agreement that no representations or warranties, express or implied, are made with respect to any projection or forecast regarding future results or activities or the probable success or profitability of any Acquired Company. Parent acknowledges that no current or former stockholder, director, officer, employee, affiliate or advisor of any Acquired Company has made or is making any representations, warranties or commitments whatsoever, express or implied, with respect to the Acquired Companies or their businesses. Notwithstanding the foregoing or anything to the contrary herein, (a) nothing in this Section 5.10 shall in any way limit any of the representations or warranties set forth in Article IV, and (b) the provisions of this Section 5.10 shall not, and shall not be deemed or construed to, waive or release any claims for actual fraud with respect to any of the representations or warranties set forth in Article IV.

ARTICLE VI.
ADDITIONAL AGREEMENTS

SECTION 6.1 No Solicitation. During the period commencing with the execution and delivery of this Agreement and terminating upon the earlier to occur of the Effective Time and the termination of this Agreement pursuant to and in accordance with Section 8.1 (the "Pre-Closing Period"), the Company and each of the other Acquired Companies shall not, and shall not permit any of the Acquired Companies' respective officers, directors, affiliates, stockholders or employees or any investment banker, attorney or other advisor, representative or agent acting on behalf of the Acquired Companies (all of the foregoing collectively being the "Company Representatives") to, directly or indirectly, (i) solicit, initiate or induce, or engage in discussions regarding, the making, submission or

announcement of any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal, (ii) enter into, participate in, maintain or continue any negotiations or discussions regarding, or deliver or make available to any Person any information with respect to, or take any other action regarding, any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal, (iii) agree to, accept, approve, endorse or recommend (or publicly propose or announce any intention or desire to agree to, accept, approve, endorse or recommend) any Acquisition Proposal, (iv) enter into any letter of intent, term sheet or any other Contract contemplating or otherwise relating to any Acquisition Proposal or (v) submit any Acquisition Proposal to the vote of the stockholders of the Company. The Acquired Companies shall, and shall cause the Company Representatives to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Persons conducted prior to or on the date of this Agreement with respect to any Acquisition Proposal and shall request the prompt return or destruction of all confidential information previously furnished in connection therewith.

SECTION 6.2 Conduct of the Company Prior to the Effective Time.

(a) Unless Parent otherwise consents in writing (which consent shall not be unreasonably withheld, conditioned or delayed) and except as otherwise required by applicable Law, expressly required by this Agreement or set forth in Section 6.2 of the Company Disclosure Schedule, during the Pre-Closing Period, the Company shall, and shall cause each of the other Acquired Companies to, use reasonable best efforts to conduct the Business in the usual, regular and ordinary course consistent with past practices.

(b) Except as otherwise required by applicable Law, expressly required by this Agreement or set forth in Section 6.2 of the Company Disclosure Schedule, during the Pre-Closing Period, the Company shall not (and shall cause each of the other Acquired Companies not to) do or cause to be done any of the following without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) issue, transfer, deliver, sell, redeem, repurchase, authorize, pledge or otherwise encumber or propose the issuance of (A) any capital stock, debt securities or Ownership Interests of any Acquired Company except upon the exercise of Company Options outstanding on the date of this Agreement, (B) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitments obligating any Acquired Company to issue, deliver or sell any capital stock or Ownership Interests of any Acquired Company, or (C) any phantom stock, phantom stock rights, stock appreciation rights or stock based performance units;

(ii) create any Encumbrance on any assets, rights or properties (whether tangible or intangible) of any Acquired Company, other than Permitted Encumbrances;

(iii) sell, assign, transfer, lease, license or otherwise dispose of, or agree to sell, assign, transfer, lease, license or otherwise dispose of, any of the tangible assets of any Acquired Company except in the ordinary course of business consistent with past practice;

(iv) acquire (by merger, consolidation or combination, or acquisition of stock or assets) any corporation, partnership or other business organization or division or assets thereof;

(v) establish or acquire any subsidiary;

(vi) except as required by applicable Law or any Company Benefit Plan, (A) grant to any directors, officers, employees, independent contractors or consultants any increase in compensation

or benefits (other than increases in annual base salaries and incentive compensation opportunities for employees with annual compensation of less than $250,000 per annum at times and in amounts in the ordinary course of business consistent with past practice), (B) grant or increase to any of its directors, officers, employees, independent contractors or consultants with annual compensation greater than $250,000 per annum any severance, termination, change in control or retention pay, (C) pay or award, or commit to pay or award, any cash bonuses or cash incentive compensation (other than the payment of accrued and unpaid cash bonuses or other cash incentive compensation), (D) enter into any employment, severance, retention or change in control agreement with any of its directors, officers, employees, independent contractors or consultants (other than offer letters that do not otherwise provide for severance, retention or change in control payments or benefits), (E) hire any employee or engage any independent contractor or consultant (other than any employee, independent contractor or consultant with compensation, including annual base salary and maximum bonus opportunity, of less than $250,000 per annum in the ordinary course of business consistent with past practice), (F) establish, adopt, enter into, amend or terminate any collective bargaining agreement or Company Benefit Plan (or a plan or arrangement that would be a Company Benefit Plan if in existence as of the date hereof), or (G) take any action to accelerate any payment or benefit, or the funding of any payment or benefit, payable or to be provided to any of its directors, officers, employees, independent contractors or consultants, in each case of clauses (A) through (G) above, except in the ordinary course of business consistent with past practice;

(vii) terminate the employment of any individual in a position of vice president or above (or equivalent thereof) or any individual with annual compensation of greater than $250,000 per annum, other than due to such individual's death, disability or for cause or non-performance of material duties (each, as determined by the Acquired Company, in its reasonable discretion in the ordinary course of business consistent with past practice);

(viii) make any change in any method of financial or tax accounting or financial or tax accounting policies, practices or procedures used by any Acquired Company, other than such changes as are required by or necessary to comply with GAAP, or change the Company's fiscal year;

(ix) (A) make any material change in its Tax accounting methods or practices, including with respect to (1) depreciation or amortization policies or rates or (2) the payment of accounts payable or the collection of accounts receivable, (B) enter into any settlement or compromise of any Tax liability with any Tax Authority, (C) surrender any right to a material refund in respect of Taxes, (D) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes, (E) file any material amendment of a Tax Return or any past-due Tax Return, (F) make, rescind or change any material Tax election, or (G) voluntarily approach any Taxing Authority regarding any past-due Tax liability;

(x) amend or modify the Company Certificate of Incorporation or Company Bylaws or the certificate of incorporation or bylaws (or equivalent organizational documents) of any other Acquired Company;

(xi) modify, amend, cancel, terminate, renew, release or waive any rights under any Listed Contract, or enter into any Contract that would have been a Listed Contract had it been entered into prior to the date of this Agreement, in either case except in the ordinary course of business;

(xii) make or become legally committed to make any capital expenditures (including capitalized software costs) in excess of $1,000,000 in the aggregate, other than in accordance with the Company's budget for fiscal year 2016 previously provided to Parent;

(xiii) make any loans, advances or capital contributions to, or investments in, any other Person, other than (A) loans to or investments in an Acquired Company or (B) loans or advances to any officer, director or Company Employee in the ordinary course of business consistent with past practices;

(xiv) liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction or adopt a plan or agreement to do any of the foregoing;

(xv) effect any reclassification, dividend, distribution or like change in its capitalization or pay any distribution with respect to its capital stock or other equity securities (other than any dividends or distributions between or among the Acquired Companies);

(xvi) license, mortgage, pledge, subject to any Encumbrance (except Permitted Encumbrances) or permit to lapse any of the material Company IP, in each case, other than in the ordinary course of business,, or sell, assign, transfer, abandon, or otherwise dispose of, any of the material Company IP;

(xvii) settle or compromise any Action, except for settlements or compromises that do not involve or impose any liability on the Acquired Companies other than payments of less than $1,000,000 for any individual Action;

(xviii) enter into any transaction, agreement or arrangement with any Related Party;

(xix) implement any employee layoffs that could implicate the WARN Act;

(xx) incur any Debt that is covered by clause (a), (b) or (c) of the definition of Debt; or

(xxi) enter into any agreement to take, or cause to be taken, any of the actions set forth in this Section 6.2(b).

SECTION 6.3 Access to Information. Subject to the terms of the Confidentiality Agreement, during the Pre-Closing Period, upon reasonable notice and during normal business hours, without limiting any obligation set forth in Section 6.10(b), the Company shall, and shall cause each Acquired Company and each Company Representative to, (i) afford the officers, employees and authorized agents, attorneys, consultants, accountants and representatives, including Financing Sources (provided, however, that Financing Sources may only be provided with confidential information subject to customary confidentiality undertakings), of Parent reasonable access to the offices, properties, facilities, officers, personnel, Contracts, books and records of the Acquired Companies and (ii) furnish to the officers, employees, attorneys, consultants, accountants and authorized agents and representatives, including Financing Sources (provided, however, that Financing Sources may only be provided with confidential information subject to customary confidentiality undertakings), of Parent such additional financial and operating data and other information regarding the assets, properties and business of the Acquired Companies as Parent may from time to time reasonably request in order to assist Parent in fulfilling its obligations under this Agreement and to facilitate the consummation of the transactions contemplated by this Agreement; provided, however, that Parent shall not unreasonably interfere with any of the operations or business activities of any Acquired Company. Notwithstanding the foregoing, no Acquired Company shall be required to provide access to or disclose information where such access or disclosure would waive the attorney-client privilege of any Acquired Company or contravene any Law or binding agreement entered into prior to the date of this Agreement.

SECTION 6.4 Confidentiality. Parent and Merger Sub hereby agree to be bound by and comply with the terms of the Confidentiality Agreement, which are hereby incorporated into this Agreement by reference and shall continue in full force and effect until the Effective Time or until such agreement terminates pursuant to its terms, such that the information obtained by Parent and Merger Sub, or their respective officers, employees, agents, Financing Sources or other representatives, during any investigation conducted pursuant to Section 6.3, or in connection with the negotiation and execution of this Agreement or the consummation of the transactions contemplated by this Agreement, or otherwise, shall be governed by the terms of the Confidentiality Agreement.

SECTION 6.5 Efforts; Consents; Regulatory and Other Authorizations.

(a) Subject to the terms and conditions of this Agreement, each of the Company and Parent shall use reasonable best efforts to (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to promptly consummate and make effective the transactions contemplated by this Agreement, (ii) obtain all authorizations, consents, orders and approvals of, and give all notices to and make all filings with, all Governmental Authorities and other Persons that may be or become necessary for the performance of its obligations under this Agreement and the consummation of the transactions contemplated by this Agreement, including those authorizations, consents, orders, approvals, notices and filings set forth in the Company Disclosure Schedule, (iii) lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to this Agreement to consummate the transactions contemplated by this Agreement and (iv) fulfill all conditions to such party's obligations under this Agreement. Subject to the terms and conditions of this Agreement, the Company and Parent shall cooperate fully each other in promptly seeking to obtain all such authorizations, consents, orders and approvals, giving such notices, and making such filings. Notwithstanding the foregoing and except as otherwise expressly set forth in this Agreement, in connection with obtaining such authorizations, consents, orders and approvals from third parties, no Acquired Company shall be required to make payments to any Person, other than any payment required to be made pursuant to the terms of any Contract between an Acquired Company and such other Person.

(b) In furtherance and not in limitation of the terms of Section 6.5(a), (i) to the extent required by applicable Law, each of Parent and the Company shall file, or cause to be filed, a Notification and Report Form pursuant to the HSR Act, with respect to the transactions contemplated by this Agreement within five (5) Business Days of the date of this Agreement (including, in the case of Parent, a request for early termination of the applicable waiting period under the HSR Act), and (ii) each of Parent and the Company shall (A) supply the other or its outside counsel with any information that may be required or requested by any Governmental Authority in connection with such filings or submissions, (B) supply any additional information that may be required or requested by the Federal Trade Commission (the "FTC"), the Department of Justice (the "DOJ") or other Governmental Authorities in which any such filings or submissions are made under the HSR Act, (C) use their respective reasonable best efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as reasonably practicable, (D) to the extent permitted by applicable Law or Governmental Authority, not make any notification in relation to the transactions contemplated hereunder without first providing the other party with a copy of such notification in draft form and giving such other party a reasonable opportunity to discuss its content before it is filed with the relevant Governmental Authority, and such first party shall consider and take account of all reasonable comments timely made by the other party in this respect, (E) promptly notify each other of any material communications with any Governmental Authority with respect to the transactions contemplated by this Agreement and ensuring to the extent permitted by applicable Law or Governmental Authority that each of the parties is given the opportunity to attend any meetings with or appearances before any Governmental Authority with respect to the transactions contemplated by this Agreement and (F) take, or cause to be taken, all actions and do, or

cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including (1) taking all such action as reasonably may be necessary to resolve such objections, if any, as the FTC, the DOJ, or any other Governmental Authority or Person may assert under any applicable Antitrust Laws with respect to the transactions contemplated hereby, and to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Authority with respect to the Merger so as to enable the transactions contemplated hereby to be consummated as soon as expeditiously possible, (2) agreeing to and effecting the sale, divestiture or disposition of assets or businesses of the Company or any of its Subsidiaries, (3) agreeing to and implementing any restrictions or actions that after the Closing Date would limit the freedom of the Surviving Company or any of its Subsidiaries action with respect to, or their ability to retain, one or more of its or its Subsidiaries' businesses or assets, and (4) contesting, defending and appealing any Actions brought by a Governmental Authority, whether judicial or administrative, challenging or seeking to restrain or prohibit the consummation of the Merger or seeking to compel any divestiture by Parent, the Company or any of their respective Subsidiaries of shares of capital stock or of any business, assets or property, or to impose any limitation on the ability of any of them to conduct their businesses or to own or exercise control of such assets, properties or stock to avoid or eliminate any impediment under any Antitrust Law, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any order, judgment, decree, injunction, ruling or writ of any Governmental Authority in any Action that would otherwise have the effect of preventing or materially delaying the consummation of the transactions contemplated hereby. In furtherance of the foregoing and subject to the terms and conditions of this Agreement, the parties to this Agreement shall not take any action that is reasonably likely to have the effect of unreasonably delaying, impairing or impeding the receipt of any required authorizations, consents, orders or approvals.

(c) Immediately following the execution and delivery of this Agreement, the Company shall duly take all lawful action, and shall use reasonable best efforts, to obtain the Required Company Stockholder Vote pursuant to executed written consents (the "Written Consent") in the form attached hereto as Exhibit C. The materials submitted to the Company's stockholders in connection with the Written Consent shall include the unanimous recommendation of the Company's Board of Directors that the Company's stockholders vote their shares of Company Common Stock in favor of the adoption of this Agreement. Promptly following receipt of the Written Consent, the Company shall cause its corporate Secretary to deliver a copy of such Written Consent to Parent. Promptly after the receipt by the Company of the Required Company Stockholder Vote pursuant to the Written Consent, the Company shall deliver notice thereof and notice of appraisal rights under Section 262 of the DGCL to the stockholders of the Company in compliance with Sections 228(e) and 262 of the DGCL. In connection therewith, the Company shall give notice of the exercise of its rights set forth in Section 3(e) of the Stockholders Agreement in connection with and with respect to the transactions contemplated hereby (including the Merger) and take all actions reasonably necessary, advisable or appropriate in order to enforce its rights with respect to holders of shares of Company Common Stock under Section 3(e) of the Stockholders Agreement (including, if necessary, to irrevocably waive any appraisal rights available to such holder of Company Common Stock with respect to the Merger pursuant to Section 262 of the DGCL).

(d) Immediately following the execution and delivery of this Agreement, Parent, as sole stockholder of Merger Sub, shall adopt this Agreement and approve the Merger and the related transactions contemplated hereby in accordance with the DGCL and Merger Sub's certificate of incorporation and bylaws.

SECTION 6.6 Indemnification; Directors' and Officers' Insurance. From and after the Effective Time, Parent shall cause the Surviving Corporation to (i) indemnify and hold harmless each individual who was a director or officer of an Acquired Company prior to the Closing in their capacities as such (collectively, the "Company Indemnified Parties"), against any and all Damages incurred or

suffered by any of the Company Indemnified Parties in connection with any Liabilities or any Action, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the extent that the relevant Acquired Company would have been required under the Company Certificate of Incorporation and Company Bylaws (or equivalent organizational documents of the relevant Acquired Company), as the case may be, in each case as in effect on the date of this Agreement, to indemnify such Company Indemnified Parties and (ii) advance expenses as incurred by any Company Indemnified Party in connection with any matters for which such Company Indemnified Party is entitled to indemnification from Parent pursuant to this Section 6.6(a) to the extent required under the Company Certificate of Incorporation and Company Bylaws (or equivalent organizational documents of the relevant Acquired Company); provided, however, that the Company Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately and finally determined by a court of competent jurisdiction and all rights of appeal have lapsed that such Company Indemnified Party is not entitled to indemnification under the Company Certificate of Incorporation and Company Bylaws (or equivalent organizational documents of the relevant Acquired Company), and pursuant to this Section 6.6(a).

(b) Parent shall cause the Surviving Corporation and each of its Subsidiaries for a period of not less than six (6) years from the Effective Time (i) to maintain provisions in its certificate of incorporation, bylaws or other organizational documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of the Company Indemnified Parties that are no less favorable to those Persons than the provisions of the certificate of incorporation, bylaws or other organizational documents of each Acquired Company, as applicable, in each case, as of the date of this Agreement, and (ii) not to amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law.

(c) At or prior to the Effective Time, the Company (at the expense of Parent) shall purchase a prepaid directors' and officers' liability insurance policy or policies (i.e., "tail coverage") (the "D&O Tail Policy"), which policy or policies shall cover those persons who are currently covered by the Company's directors' and officers' liability insurance policy for an aggregate period of not less than six (6) years from the Effective Time with respect to claims arising from facts or events that occurred before the Closing, the premium for which shall not be treated as a Company Transaction Expense.

(d) The terms and provisions of this Section 6.6 shall operate for the benefit of, and shall be enforceable by, the Company Indemnified Parties and their respective heirs and representatives, each of whom is an intended third party beneficiary of this Section 6.6. Notwithstanding any other provisions of this Agreement, the obligations of Parent and the Surviving Corporation contained in this Section 6.6 shall be binding upon the successors and assigns of Parent and the Surviving Corporation. In the event that Parent or the Surviving Corporation, or any of their respective successors or assigns, (i) consolidates with or merges into any Person, or (ii) transfers all or substantially all of its properties or assets to any Person, then, and in each case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, honor the indemnification obligations set forth in this Section 6.6.

SECTION 6.7 Employee Benefit Matters.

(a) For purposes of determining eligibility to participate, vesting (excluding equity-based compensation) and benefit accrual (excluding, to the extent permitted by applicable Law, credit for service for benefit accrual under any defined benefit plan) and level of vacation and other paid time off under any benefit plan or arrangement provided, sponsored, maintained or contributed to by Parent, the Surviving Corporation or any of their respective Subsidiaries, Continuing Employees (as defined below)

from and after the Effective Time shall receive full credit for service with the Acquired Companies (and with any predecessor employer) to the same extent such same service credit was recognized under the Company Benefit Plans, except to the extent such credit would result in duplication of benefits for the same period of service. Parent and the Surviving Corporation shall use commercially reasonable measures to (i) waive for each Continuing Employee and his or her dependents, all limitations as to preexisting conditions exclusions, waiting periods with respect to participation and coverage requirements and any other restriction that would prevent immediate or full participation applicable under any welfare benefit plans that such employees may be eligible to participate in after the Effective Time, other than limitations, waiting periods or other restrictions that are already in effect with respect to such employees and that have not been satisfied as of the Effective Time under any welfare benefit plan maintained for the Continuing Employees immediately prior to the Effective Time and (ii) provide each Continuing Employee and his or her dependents with full credit for any co-payments and deductibles paid prior to the Effective Time in satisfying any applicable deductible or out-of-pocket requirements for the plan year that includes the Closing Date under any welfare plans of the Parent, Surviving Corporation or any of their respective Subsidiaries that such employees are eligible to participate in after the Effective Time, as if there had been a single continuous employer.

(b) For a period of twelve (12) months following the Closing, Parent shall provide (or cause the Surviving Corporation or another Affiliate of Parent to provide) to employees of the Surviving Corporation or any other Affiliate of Parent who were employees of any Acquired Company immediately prior to the Effective Time ("Continuing Employees") base compensation, incentive or bonus opportunities, severance benefits and employee welfare and retirement benefits (other than equity-based compensation arrangements) (such compensation and benefits, collectively, "Employee Benefits") which are substantially similar in the aggregate to the Employee Benefits provided to the employees of the Acquired Companies immediately prior to the Closing.

(c) Nothing contained herein shall be construed as requiring, and the Company shall take no action that would have the effect of requiring, Parent, the Surviving Corporation or any Acquired Company to continue any specific Company Benefit Plan or to continue the employment of any specific Person.

(d) This Section 6.7 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 6.7, expressed or implied, is intended or shall be construed to confer upon any other Person any rights or remedies of any nature whatsoever or to constitute an amendment of any Company Benefit Plan or any plan maintained Parent or its Affiliate (or an undertaking to amend any such plan) or other compensation and benefits plan maintained for or provided to Acquired Company employees, including Continuing Employees, prior to or following the Closing Date. Without limiting the foregoing, no provision of this Section 6.7 shall create any third party beneficiary rights in any current or former employee, director or consultant of any Acquired Company.

SECTION 6.8 Tax Matters.

(a) Transfer Taxes. All Transfer Taxes imposed with respect to the transactions contemplated by this Agreement shall be borne by Parent. Parent hereby agrees to file in a timely manner all necessary documents (including, but not limited to, all Tax Returns) with respect to all such amounts for which Parent is so liable. Parent shall provide the Equityholders' Representative with evidence satisfactory to the Equityholders' Representative that such Transfer Taxes have been paid by Parent. Parent shall pay all such Transfer Taxes without deduction or withholding from any consideration or amounts payable under this Agreement.

(b) FIRPTA Certificate. At the Closing, the Company shall deliver to Parent a certification (and accompanying notice to the Internal Revenue Service) certifying that the Merger is exempt from withholding under Section 1445 of the Code and Parent is hereby authorized to deliver such notice to the Internal Revenue Service after the Closing.

(c) Shareholder Approval of Parachute Payments. To the extent any individual may receive any payment or benefit from any Acquired Company, Parent or any of their Affiliates that individually or in the aggregate would be a "parachute payment" under Section 280G of the Internal Revenue Code in connection with the transactions contemplated by this Agreement, then no later than one calendar day prior to the Closing, the Company shall obtain a written waiver from each such individual, pursuant to which the individual shall have waived his or her rights to some or all of such payments and benefits so that all remaining such payments and benefits applicable to such individual shall not constitute "parachute payments" (such waived payments and benefits, the "Waived 280G Benefits"). Promptly following the execution of such waivers, and in all events prior to the Closing, the Company shall solicit a vote of the Waived 280G Benefits from the stockholders of the Company in the manner provided under Section 280G(b)(5)(B) of the Code and its associated Treasury Regulations. Prior to soliciting such waivers and vote, the Company shall provide a draft of such waivers and such stockholder vote solicitation materials (together with any calculations and supporting documentation) to Parent for Parent's comment. To the extent that any of the Waived 280G Benefits are not approved by the stockholders of the Company as contemplated above, prior to the Closing, such Waived 280G Benefits shall not be made or provided in any manner. Prior to the Closing, the Company shall deliver to Parent evidence that a vote of the stockholders of the Company was solicited in accordance with the foregoing provisions of this Section 6.8(c) and that either (a) the requisite number of votes was obtained with respect to the Waived 280G Benefits (the "280G Approval"), or (b) the 280G Approval was not obtained, and, as a consequence, the Waived 280G Benefits shall not be made or provided.

SECTION 6.9 Notice of Certain Events. During the Pre-Closing Period, each of the Company and Parent shall promptly notify the other party of the failure of an Acquired Company, Merger Sub or Parent, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement which would reasonably be expected to result in any condition to the obligations of any party to effect the Merger or any other transaction contemplated by this Agreement not to be satisfied.

SECTION 6.10 Financing.

(a) Parent shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary or advisable to obtain the proceeds of the Debt Financing on the terms and conditions described herein and to consummate the Debt Financing on the Closing Date. Such actions shall include the following: (i) maintaining in effect the Commitment Letters; (ii) participation by senior management of Parent in, and assistance with, the preparation of rating agency presentations and meetings with rating agencies; (iii) causing the Equity Financing to be consummated upon satisfaction of the applicable Financing Conditions at the time the Closing is required to occur pursuant to Section 2.3; (iv) taking into account the expected timing of the Marketing Period, satisfying on a timely basis all conditions applicable to Parent and Merger Sub in the Debt Commitment Letter; (v) negotiating, executing and delivering Debt Financing Documents that reflect the terms contained in the Debt Commitment Letter (including any "market flex" provisions related thereto) or on such other terms acceptable to Parent and its Financing Sources; and (vi) in the event that the conditions set forth in Section 7.2 (except for delivery of certificates and other deliverables pursuant to Section 7.2(a)(iii) and Section 7.2(e), all of which shall have been capable of being delivered on the date the Closing should have occurred pursuant to Section 2.3) and the Financing Conditions (other than those to be satisfied at funding) have been satisfied or, upon Closing and funding, respectively, would be satisfied, and the

Closing is required to occur pursuant to Section 2.3, cause the financing providers to fund the Financing in an amount equal to the Required Amount (less the amount of any cash on hand which is to be applied in accordance with this Agreement). Parent shall use reasonable best efforts to enforce its rights under the Commitment Letters and Debt Financing Documents, in the case of a Financing Failure Event. Parent shall give the Company prompt notice of any breach, repudiation, or threatened (in writing) breach of the Commitment Letters (including any Financing Failure Event) of which Parent or its Affiliates becomes aware; provided, however, that in no event will Parent or such Affiliate be under any obligation to disclose any information that is subject to attorney-client or similar privilege if Parent or such Affiliate cannot disclose such information in a way that would not waive such privilege. In the event that Parent or an Affiliate do not provide access or information in reliance on the preceding sentence, such Person shall provide notice to the Company that such access or information is being withheld and such Person shall use its reasonable best efforts to communicate, to the extent feasible, the applicable information in a way that would not waive such privilege. Merger Sub and Parent shall keep the Company reasonably informed on a current basis of the status of their efforts to consummate the Debt Financing. Without limiting its other obligations under this Section 6.10(a), if a Financing Failure Event occurs Parent shall (i) use reasonable best efforts to, as promptly as practicable, obtain alternative debt financing in the Required Amount (less the amount of the Equity Financing and cash on hand permitted to be applied to the Required Amount under this Agreement) from the same or other sources and which do not include terms and conditions to the consummation of such alternative debt financing that are materially less favorable (taken as a whole) to Parent and Merger Sub than the terms and conditions set forth in the Debt Commitment Letter (including the "flex" provisions of the Fee Letter); provided, however, for the avoidance of doubt, Parent shall not be required to execute any alternative Debt Commitment Letter (and related documents) or arrange for such alternative debt financing (x) on terms and conditions (including the "flex" provisions of any related fee letter) which are materially less favorable (taken as a whole) unless otherwise determined by Merger Sub and Parent in their sole discretion, (y) having economic or conditionality terms less favorable than those set forth in the Debt Commitment Letter (after giving effect to the "flex" provisions) provided on the date of this Agreement or (z) pay any fees in excess of those contemplated by the Debt Commitment Letter, including the "flex" provisions of the related fee letters (whether to secure waiver of any conditions contained therein or otherwise) and (ii) promptly provide the Company with a true and complete copy of a new financing commitment. Parent shall not, without the prior written consent of the Company: (i) permit any amendment or modification to, or any waiver of any provision or remedy under, the Debt Commitment Letter if such amendment, modification, waiver or remedy (w) adds new conditions (or modifies any existing conditions in a manner adverse to Parent, Merger Sub or the Company or the transactions contemplated hereby) to the consummation of all or any portion of the Debt Financing, (x) reduces the amount of the Debt Financing (together with the proceeds of the Equity Financing and any cash on hand permitted to be applied to the Required Amount under this Agreement) below the Required Amount, (y) adversely affects the ability of Merger Sub or Parent to enforce their rights against other parties to the Debt Commitment Letter as so amended, replaced, supplemented or otherwise modified, relative to the ability of Merger Sub and Parent to enforce their rights against such other parties to the Debt Commitment Letter as in effect on the date hereof or (z) taking into account the expected timing of the Marketing Period, could otherwise reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby (provided, however, that, for the avoidance of doubt, Parent may amend the Debt Commitment Letter to add lenders, lead arrangers, book-runners, syndication agents or similar entities who had not executed the Debt Commitment Letter as of the date of this Agreement, if the addition of such parties, individually or in the aggregate, would not reasonably be expected to prevent or materially delay the availability of the Debt Financing or the consummation of the contemplated transactions); or (ii) terminate the Debt Commitment Letter unless it is replaced, prior to or concurrently with the termination, with a new commitment that, were it structured as an amendment to the existing Debt Commitment Letter, would satisfy the requirements of this Section 6.10(a) (including the limitations on assignment set forth in this Section 6.10(a). Parent shall promptly deliver to the Company copies of any such amendment,

modification, waiver or replacement. Neither Parent nor any of its Affiliates shall amend, modify, supplement, restate, substitute or replace the Equity Commitment Letters, other than to increase the amount of the funding commitment thereunder. Parent shall not consent to any assignment of rights or obligations under the Commitment Letters without the prior written approval of the Company, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 6.10 shall require, and in no event shall reasonable best efforts of Parent or Merger Sub be deemed or construed to require, Parent or Merger Sub to seek equity financing from any source other than those counterparty to, in any amount in excess of, or on other terms and conditions different from, the Equity Commitment Letters. Upon the request of the Company, Parent shall use reasonable best efforts to confirm (y) with its financing sources their intent and ability to perform, and the availability of the Financing, under the Commitment Letters, subject only to satisfaction or waiver of the Financing Conditions, and (z) that neither it nor its financing sources are aware of any event or condition that could reasonably be expected to result in the failure of a Financing Condition. Parent represents that the Asset Contribution (as defined in the Debt Commitment Letter) has occurred prior to the date of this Agreement, and Parent agrees that it shall not, directly or indirectly, take any action such that the condition set forth in Section 3 of Exhibit D of the Debt Commitment Letter as and to the extent relating to the Asset Contribution (as defined in the Debt Commitment Letter) shall not be satisfied.

(b) Prior to the Closing, the Company shall, and shall cause each of the other Acquired Companies to, and shall use their reasonable best efforts to cause their Affiliates to, at Parent's sole expense, cooperate in connection with the arrangement of the Debt Financing as may be reasonably requested by Parent or Merger Sub in connection with the arrangement of the Debt Financing or any alternative financing they may seek in order to consummate the transactions contemplated hereby, including: (i) preparing and furnishing the Required Financial Information and all other financial and pertinent information and disclosures regarding the Acquired Companies (including their businesses, operations, financial projections and prospects) as may be reasonably requested by Parent or Merger Sub as promptly as reasonable practicable (provided that neither the Company nor the Acquired Companies shall be responsible in any manner for providing the information relating to the proposed debt and equity capitalization that is required for any pro formas or projected financial information identified therein), (ii) participating in a reasonable number of meetings, presentations, road shows, due diligence sessions (including requesting accountants to participate in such due diligence sessions), drafting sessions and sessions with rating agencies in connection with the Debt Financing in connection with the Debt Financing, and assisting with the preparation of materials for rating agency presentations, road show presentations, bank information memoranda (including, to the extent necessary, an additional bank information memorandum that does not include material non-public information) and similar documents required in connection with the Debt Financing; (iii) reasonably assisting Parent and Merger Sub in procuring a public corporate credit rating and a public corporate family rating in respect of the relevant borrower or issuer under the Debt Financing and public ratings for the Debt Financing or notes to be offered in connection with the Debt Financing; (iv) obtaining customary authorization letters with respect to the bank information memoranda from a senior officer of the Acquired Companies (provided, that such authorization letters shall not include (y) any indemnification provisions or (z) any representations or warranties regarding the status of information as non-public information); (v) at least five (5) Business Days prior to Closing, providing all documentation and other information about the Acquired Companies that is reasonably requested by the Financing Sources and the Financing Sources reasonably determine is required by applicable "know your customer" and anti-money laundering rules and regulations including the USA PATRIOT Act, to the extent requested by Parent or Merger Sub in writing at least ten (10) Business Days prior to Closing; and (vi) to cause the other Acquired Companies and their respective representatives to, provide to Parent and Merger Sub, all other reasonable cooperation reasonably requested by Parent that is necessary in connection with the Debt Financing; provided, however, that nothing herein shall require such cooperation to the extent it would interfere unreasonably with the

business or operations of the Acquired Companies; provided, further, that no Acquired Company, nor any of its respective non-continuing directors or non-continuing officers shall be required to take any action in the capacity as a member of the board of directors of such Acquired Company to authorize or approve the Debt Financing; provided, further, that no Acquired Company shall be required to commit to take any action that is not contingent upon the Closing (including the entry into any agreement) or that would be effective prior to the Effective Time (except, in any case, the authorization letter contemplated by clause (iv) above). No Acquired Company shall be required to pay any commitment or other similar fee or agree to provide any indemnity in connection with the Debt Financing that would be payable or would become effective prior to the Effective Time. No liabilities, costs or expenses incurred by any Acquired Company in taking any of the actions required to be taken by it pursuant to this Section 6.10(b) will be treated as a current liability for purposes of determining the Closing Net Working Capital Amount or included in the Closing Debt or the Unpaid Company Transaction Expenses. Parent shall, promptly upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs incurred by the Acquired Companies in connection with this Section 6.10(b). The Company hereby consents to the reasonable use of the Acquired Companies' logos in connection with the Financing, provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Acquired Companies or the reputation or goodwill of the Acquired Companies or any of their logos and on such other customary terms and conditions as the Company shall reasonably impose. Parent shall indemnify and hold harmless, each Acquired Company, and its respective officers, employees and representatives, from and against any and all liabilities or losses suffered or incurred by them in connection with the arrangement of Debt Financing and any information utilized in connection therewith in each case except to the extent the relevant amounts result from the bad faith, gross negligence or willful misconduct of, or the inaccuracy of any information provided by, the Acquired Companies or any of their respective Related Parties.

SECTION 6.11 Termination of Certain Agreements. Prior to the Effective Time, except for this Agreement and except for liabilities relating to employment relationships, the Company shall cause the Contracts listed in Section 6.11 of the Company Disclosure Schedule between any Acquired Company, on the one hand, and any Related Party, on the other hand, to be terminated in full and of no further force or effect effective upon the Effective Time and shall cause evidence of such termination of such liabilities, obligations and agreements reasonably satisfactory to Parent to be delivered to Parent.

SECTION 6.12 Retention of Books and Records. Parent shall cause the Acquired Companies to retain all books, ledgers, files, reports, plans, operating records and any other material documents pertaining to the business of the Acquired Companies prior to the Closing that are required to be retained under current retention policies of the Acquired Companies for a period of seven (7) years from the Closing Date, and to make the same available to the Equityholders' Representative after the Closing for inspection for legitimate business reasons, such as the preparation of Tax Returns, and copying by the Equityholders' Representative or its representatives at the Equityholders' Representative's expense, during regular business hours and upon reasonable request and upon reasonable advance notice; provided, however, that Parent, the Surviving Corporation or any of its Subsidiaries may dispose of any such books and records at any time after the date that is two (2) years after the Closing Date if Parent gives at least thirty (30) days' prior written notice of such intention to dispose to the Equityholders' Representative, and the Equityholders' Representative is given a reasonable opportunity during such thirty (30) day period, at its cost and expense, to remove and retain all or any part of such books and records as it may elect. Notwithstanding anything to the contrary herein, any such access shall be subject to such additional limitations as Parent or the Surviving Corporation may reasonably require to prevent the disclosure of any confidential or legally privileged information.

SECTION 6.13 Resignations. Prior to the Effective Time, following Parent's request to the Company in writing at least five (5) Business Days prior to Closing, the Company shall cause to be delivered to Parent a duly executed written resignation (in a form reasonably acceptable to Parent) of such directors, managers or members of any other governing body and each corporate officer of each Acquired Company, as specified in such request by Parent, which such resignations shall be effective at the Effective Time.

SECTION 6.14 Equityholders Release.

(a) Effective upon the Effective Time, each Equityholder (in its capacity as a holder of Ownership Interests in the Company), on behalf of itself and each of its Affiliates (excluding the Acquired Companies), executors, heirs, administrators, predecessors, successors and assigns (collectively, the "Releasing Parties"), (i) agrees that the Company, Parent, Merger Sub and each of their respective Affiliates (including, after the Closing, the Surviving Corporation and its Subsidiaries) and each of their respective officers, directors, employees, partners, members, managers, owners, agents, representatives, successors and assigns (collectively, the "Released Parties") shall not have any liability, obligation or responsibility to any of the Releasing Parties of any kind or nature whatsoever based upon any facts, circumstances, or matters occurring at or prior to the Effective Time to the extent such facts, circumstances, or matters arise out of or are related to such Equityholder's ownership of Ownership Interests in the Company, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, and (ii) hereby irrevocably and unconditionally releases, waives and discharges each of the Released Parties from any and all obligations, responsibilities, liabilities and debts to any of the Releasing Parties of any kind or nature whatsoever based upon any facts, circumstances or matters occurring at or prior to the Effective Time to the extent such facts, circumstances, or matters arise out of or are related to such Equityholder's ownership of Ownership Interests in the Company, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown (collectively, the "Released Claims"); provided, however, that the Released Claims shall not include any obligations or liabilities arising out of or relating to this Agreement, any Letter of Transmittal or any other agreement entered into in connection with the transactions contemplated hereby.

(b) Effective upon the Effective Time, each Releasing Party hereby expressly waives and releases any rights and benefits which such Releasing Party has or may have under any law or rule of any jurisdiction pertaining to all Released Claims and expressly waives and releases any and all rights and benefits conferred upon such Releasing Party by the provisions of Section 1542 of the California Civil Code or any similar Law, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(c) Effective upon the Effective Time, each Equityholder, jointly and severally, for itself and each of its Releasing Parties, irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, distributing or causing to be commenced, any action or proceeding of any kind against any Released Party, based on any Released Claim. Effective upon the Effective Time, each Equityholder, on behalf of itself and each of its Releasing Parties: (i) represents and warrants that it has not assigned any Released Claims and has access to adequate information regarding the terms of this release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering

into this release and has not relied on the Released Entities in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release; (ii) acknowledges that he, she or it may hereafter discover facts different from, or in addition to, those which he, she or it now knows or believes to be true with respect to the Released Claims, and agrees that the release set forth in this Section 6.14 shall, effective upon the Effective Time, be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof; and (iii) releases and discharges the Released Parties from and against any liability arising out of or in connection with any action taken or omitted to be taken by the Equityholders' Representative in accordance with the provisions of this Agreement, the other Transaction Documents, the authorization in Section 9.2 of this Agreement or the Equityholders' Representative's failure to distribute any amounts received by the Equityholders' Representative on each Equityholder's behalf to each Equityholder.

ARTICLE VII.
CONDITIONS TO CLOSING

SECTION 7.1 Conditions to Obligations of the Company. The obligations of the Company to consummate the Merger and the other transactions contemplated by this Agreement shall be subject to the satisfaction, fulfillment or written waiver by the Company, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) The representations and warranties of Parent and Merger Sub set forth in Article V shall be true and correct (when read without any exception or qualification as to materiality or similar qualifier) as of the date of this Agreement and the Closing Date as though then made (except that those representations and warranties that are expressly made as of a specific date need only be true and correct in all respects as of such date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Parent or Merger Sub to pay the Merger Consideration, to perform its obligations hereunder or to consummate the transactions contemplated hereby, (ii) the covenants and agreements set forth in this Agreement to be performed or complied with by Parent and Merger Sub at or prior to the Closing shall have been performed or complied with in all material respects and (iii) the Company shall have received an officer's certificate of an officer of each of Parent and Merger Sub, dated as of the Closing Date, certifying as to the matters set forth in clauses (i) and (ii) of this Section 7.1(a).

(b) No Governmental Order or Actions. (i) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order which is in effect and has the effect of making the Merger or any other transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting the consummation of the Merger, (ii) there shall not be pending or overtly threatened by any Governmental Authority any Action that seeks to prevent, restrain or hinder the consummation of the Merger on the terms of this Agreement and (iii) no Action shall be pending or overtly threatened by or before any Governmental Authority that would reasonably be expected to declare unlawful any of the transactions contemplated by this Agreement.

(c) Regulatory Filings. The applicable waiting periods, if any, under the HSR Act, shall have expired or been terminated.

(d) Stockholder Approval. This Agreement and the Merger shall have been adopted and approved by the Required Company Stockholder Vote.

(e) Escrow Agreement. Parent and the Escrow Agent shall have executed and delivered the Escrow Agreement.

SECTION 7.2 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement shall be subject to the satisfaction, fulfillment or written waiver by Parent, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. (i) (A) The representations and warranties of the Company (other than the Fundamental Representations and the representation and warranty set forth in Section 4.8(a)) set forth in Article IV shall be true and correct (when read without any exception or qualification as to materiality, Material Adverse Effect or similar qualifiers) as of the date of this Agreement and the Closing Date as though made on the Closing Date (except that those representations and warranties that are expressly made as of a specific date need only be true and correct as of such date), except to the extent that the failure of any such representations and warranties to be true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect, (B) the Fundamental Representations shall be true and correct (when read without any exception or qualification as to materiality, Material Adverse Effect or similar qualifiers) in all material respects as of the date of this Agreement and the Closing Date as though made on the Closing Date (except that those representations and warranties that are expressly made as of a specific date need only be true and correct as of such date) and (C) the representation and warranty set forth in Section 4.8(a) shall be true and correct in all respects as of the date of this Agreement and the Closing Date as though made on the Closing Date, (ii) the covenants and agreements set forth in this Agreement to be performed or complied with by any of the Acquired Companies at or prior to the Closing shall have been performed or complied with in all material respects and (iii) Parent shall have received an officer's certificate of an officer of the Company, dated as of the Closing Date, certifying as to the matters set forth in clauses (i) and (ii) of this Section 7.2(a).

(b) No Governmental Order or Actions. (i) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order which is in effect and has the effect of making the Merger or any of the other transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting the consummation of the Merger, (ii) there shall not be pending or overtly threatened by any Governmental Authority any Action that seeks to prevent, restrain or hinder the consummation of the Merger on the terms of this Agreement and (iii) no Action shall be pending or overtly threatened by or before any Governmental Authority that would reasonably be expected to declare unlawful any of the transactions contemplated by this Agreement.

(c) Regulatory Filings. The applicable waiting periods, if any, under the HSR Act, shall have expired or been terminated.

(d) Stockholder Approval. This Agreement and the Merger shall have been adopted and approved by the Required Company Stockholder Vote and by each Support Agreement Party.

(e) Escrow Agreement. The Equityholders' Representative and the Escrow Agent shall have executed and delivered the Escrow Agreement.

ARTICLE VIII.
TERMINATION, AMENDMENT AND WAIVER

SECTION 8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Parent, Merger Sub and the Company;

(b) by either the Company, on the one hand, or Parent and Merger Sub, on the other hand, by written notice to the other party if any Governmental Authority with jurisdiction over such matters shall have issued a Governmental Order permanently restraining, enjoining or otherwise prohibiting the Merger or any of the other transactions contemplated by this Agreement, and such Governmental Order shall have become final and unappealable; provided, however, that the terms of this Section 8.1(b) shall not be available to any party whose material breach of any provision of this Agreement causes or results in the imposition of such Governmental Order or the failure of such Governmental Order to be resisted, resolved or lifted, as applicable;

(c) by either the Company, on the one hand, or Parent and Merger Sub, on the other hand, by written notice to the other party if the Merger shall not have been consummated on or before July 18, 2016 (the "Outside Date"), unless the failure to consummate the Merger on or prior to such date is the result of any breach in any material respect of this Agreement by the party seeking to terminate the Agreement pursuant to the terms of this Section 8.1(c);

(d) by the Company, upon a breach of any representation, warranty, covenant or agreement on the part of Parent or Merger Sub set forth in this Agreement, or if any representation or warranty of Parent or Merger Sub shall have become untrue, in either case such that the conditions set forth in Section 7.1(a) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue; provided, however, that if such inaccuracy in Parent's and Merger Sub's representations and warranties or breach by Parent or Merger Sub is curable by Parent or Merger Sub prior to the Outside Date, then the Company may not terminate this Agreement under this Section 8.1(d) prior to the earlier of (i) thirty (30) days following the receipt of written notice from the Company to Parent and Merger Sub of such breach, and (ii) the Business Day immediately prior to the Outside Date (it being understood that the Company may not terminate this Agreement pursuant to this Section 8.1(d) if (A) it is then in material breach of this Agreement and such breach by the Company would prevent the satisfaction of any of the conditions to the obligation of the Parent or Merger Sub set forth in Section 7.2 or (B) if such breach by Parent or Merger Sub is cured prior to the earlier of the dates specified in clauses (i) and (ii) such that the conditions set forth in Section 7.1(a) would then be satisfied);

(e) by Parent, upon a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company shall have become untrue, in either case such that the conditions set forth in Section 7.2(a) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue; provided, however, that if such inaccuracy in the Company's representations and warranties or breach by the Company is curable by the Company prior to the Outside Date, then Parent may not terminate this Agreement under this Section 8.1(e) prior to the earlier of (i) thirty (30) days following the receipt of written notice from Parent to the Company of such breach, and (ii) the Business Day immediately prior to the Outside Date (it being understood that Parent may not terminate this Agreement pursuant to this Section 8.1(e) if (A) it is then in material breach of this Agreement and such breach by Parent would prevent the satisfaction of any of the conditions to the obligation of the Company set forth in Section 7.1 or (B) if such breach by the Company is cured prior to the earlier of the dates specified in clauses (i) and (ii) such that the conditions set forth in Section 7.2(a) would then be satisfied);

(f) by the Company, if (i) the Marketing Period has ended and all conditions set forth in Section 7.2 have been satisfied as of the date on which the Closing should have occurred pursuant to Section 2.3 (except for the delivery of the certificates and other deliverables to be delivered at the Closing pursuant to Section 7.2(a)(iii) and Section 7.2 (e), all of which shall have been capable of being delivered on the date the Closing should have occurred pursuant to Section 2.3), (ii) the Company has irrevocably confirmed in writing that all of the conditions set forth in Section 7.1 have been satisfied or will be waived by the Company, (iii) Parent fails to consummate the Closing within three (3) Business

Days following the date on which the Closing should have occurred pursuant to Section 2.3, and (iv) the Company stood ready, willing and able to consummate the Merger at all times during such three (3) Business Day period; or

(g) by Parent, if neither Parent nor Merger Sub is in material breach of any of its obligations under this Agreement, and if the Company has not, within two (2) Business Days following the date hereof obtained (and delivered evidence to Parent of) the Required Company Stockholder Vote, provided, however, Parent shall only be entitled to terminate this Agreement pursuant to this Section 8.1(g) prior to the Company obtaining the Required Company Stockholder Vote.

SECTION 8.2 Effect of Termination.

(a) In the event of a termination of this Agreement pursuant to and in accordance with Section 8.1, this Agreement shall forthwith become void and of no further force or effect whatsoever and there shall be no liability on the part of any party to this Agreement; provided, however, that notwithstanding the foregoing, except as provided in Section 8.2(b) and Section 8.2(c), nothing contained in this Agreement shall relieve any party to this Agreement from any liability resulting from or arising out of any willful and material breach of any agreement or covenant in this Agreement prior to such termination; provided, further, that notwithstanding the foregoing, the terms of Section 6.4, this Section 8.2 and Article IX shall remain in full force and effect and shall survive any termination of this Agreement.

(b) Notwithstanding Section 8.2(a), in the event that (i) Parent or the Company terminates this Agreement pursuant to Section 8.1(c) if at the time of such termination the Company would have been entitled to terminate this Agreement pursuant to Section 8.1(f), (ii) the Company validly terminates this Agreement pursuant to Section 8.1(d) or (iii) the Company validly terminates this Agreement pursuant to Section 8.1(f), then Parent shall pay, or cause to be paid, to the Company a termination fee of $71,250,000 in cash (the "Termination Fee"). Parent shall pay, or cause to be paid, the Termination Fee, if applicable, to the Company by wire transfer of immediately available funds within five (5) Business Days after the termination of this Agreement. Payment of the Termination Fee shall be the sole and exclusive remedy of the Company Parties (as defined below) against the Parent Related Parties (as defined below) following a termination of this Agreement under the circumstances described in the first sentence of this Section 8.2(b), it being understood that in no event shall Parent be required to pay the Termination Fee on more than one occasion. While the Company may pursue both a grant of specific performance to the extent permitted by Section 9.15 and the payment of the Termination Fee to the extent permitted by this Section 8.2(b), under no circumstances shall the Company be permitted or entitled to receive both a grant of specific performance to require Parent to consummate the Closing and payment of the Termination Fee. The parties acknowledge that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the parties would not enter into this Agreement.

(c) Notwithstanding anything in this Agreement or the Commitment Letters to the contrary, in the event that Parent or Merger Sub fail to effect the Closing for any reason or no reason or any of them otherwise breaches this Agreement (or any representation, warranty or covenant hereof) (whether willfully, intentionally, unintentionally or otherwise) or otherwise fail to perform hereunder (whether willfully, intentionally, unintentionally or otherwise), then, except for (i) the Company's rights under this Agreement pursuant to the fourth sentence and the last sentence of Section 6.10(b), the second sentence of Section 8.2(d), the last sentence of Section 9.15(b) and Section 9.4, (ii) the Company's right to enforce the Guarantee and (iii) the right of the Company to enforce the Equity Commitment Letters and to an injunction or injunctions, specific performance or other equitable relief pursuant to, and only to the extent expressly permitted by, Section 9.15 and Section 6 of the Equity

Commitment Letters, the Company's right (subject to the terms, conditions and limitations hereof) to terminate this Agreement and receive the Termination Fee pursuant to Section 8.2(b) shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of (i) the Acquired Companies, (ii) any former, current or future, direct or indirect, stockholder, member, owner, director, manager, officer, employee, agent, representative, Affiliate or assignee of any of the Acquired Companies or (iii) any former, current or future, director, manager, officer, employee, agent, representative, Affiliate or assignee of any of the foregoing (the Persons described in clauses (i), (ii) and (iii) shall be collectively referred to as the "Company Parties") against (A) Parent, Merger Sub or the Guarantors, (B) the former, current or future holders of any equity, partnership or limited liability company interest, controlling persons, directors, officers, employees, agents, attorneys, Affiliates, members, managers, general or limited partners, stockholders, owners or assignees of Parent, Merger Sub or the Guarantors, (C) any lender, prospective lender, arranger or agent of or under the Debt Financing or any of their respective former, current or future equityholders, controlling persons, directors, officers, employees, Affiliates, managers or agents (including the Lenders) or (D) any holders or future holders of any capital stock or other equity or ownership interest (including any options, warrants, calls, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units with respect to such interest or stock), controlling persons, directors, officers, employees, agents, attorneys, Affiliates, members, managers, general or limited partners, stockholders, owners or assignees of any of the foregoing (the Persons described in clauses (A), (B), (C) and (D) shall be collectively referred to as the "Parent Related Parties" and individually as a "Parent Related Party"), for any Liabilities, losses, damages, claims, judgments, awards, settlements, demands, costs or expenses of any kind or nature suffered as a result of any breach of any representation, warranty, covenant or agreement (whether willfully, intentionally, unintentionally or otherwise) in this Agreement or failure to perform under this Agreement (whether willfully, intentionally, unintentionally or otherwise) or other failure of the Merger to be consummated (whether willfully, intentionally, unintentionally or otherwise).

(d) The parties acknowledge that the Termination Fee if payable pursuant to Section 8.2(b) does not constitute a penalty but constitutes payment of liquidated damages and that the Company's liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Parent's and Merger Sub's breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder. If Parent fails to timely pay the Termination Fee pursuant to Section 8.2(b) to the extent due and owing thereunder and, in order to obtain such payment, the Company commences an Action that results in a final and non-appealable judgment against Parent for the Termination Fee, Parent shall pay to the Company, together with the Termination Fee, (i) interest on the Termination Fee from the date of termination of this Agreement at a rate per annum equal to the prime rate as published in *The Wall Street Journal, Eastern Edition*, in effect on the date hereof and (ii) any reasonable out-of-pocket fees, costs and expenses (including reasonable attorneys' fees) incurred by the Company in connection with such Action (which shall not, for the avoidance of doubt, include any losses incurred by any Person as a result of any breach of this Agreement in addition to the Termination Fee); provided, however, if Parent is the prevailing party in such Action that results in a final and non-appealable judgment against the Company, the Company shall pay to Parent any reasonable out-of-pocket fees, costs and expenses (including reasonable attorneys' fees) incurred by Parent in connection with such Action (which shall not, for the avoidance of doubt, include any losses incurred by any Person as a result of any breach of this Agreement).

ARTICLE IX.
GENERAL PROVISIONS

SECTION 9.1 Survival of Representations, Warranties and Covenants. None of the representations and warranties contained in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time and no claim for any breach or inaccuracy in such representations or warranties may be made after the Effective Time. None of the covenants or agreements of any party to this Agreement required to be performed or complied with by such party prior to the Closing shall survive the Effective Time, and no claim for any breach of or failure to perform any such covenant or agreement may be made after the Effective Time. Unless otherwise indicated, the covenants and agreements set forth in this Agreement which by their terms are required to be performed at or after the Closing shall survive the Effective Time until they have been performed or satisfied.

SECTION 9.2 Equityholders' Representative.

(a) Appointment. By virtue of the adoption of this Agreement by the Company's stockholders, and without further action of any Company stockholder, each Equityholder shall be deemed to have irrevocably constituted and appointed Genstar Capital Partners V, L.P. (and by execution of this Agreement it hereby accepts such appointment) as agent and attorney-in-fact for and on behalf of the Equityholders (in their capacity as such), with full power of substitution, to act in the name, place and stead of each Equityholder and to carry out the functions assigned to the Equityholders' Representative under this Agreement; provided, however, that the Equityholders' Representative shall have no obligation to act except as expressly provided herein. Without limiting the generality of the foregoing, the Equityholders' Representative shall have full power, authority and discretion with respect to Section 2.7 and the Escrow Agreement and the taking by the Equityholders' Representative of any and all actions and the making of any decisions required or permitted to be taken by the Equityholders' Representative under Section 2.7 or the Escrow Agreement and to accept on behalf of each Equityholder service of process and any notices required to be served on the Equityholders. All actions taken by the Equityholders' Representative under this Agreement shall be binding upon all Equityholders and their successors as if expressly confirmed and ratified in writing by each of them. The power of attorney granted in this Section 9.2 is coupled with an interest and is irrevocable, may be delegated by the Equityholders' Representative and shall survive the death or incapacity of each Equityholder. Such agency may be changed by the holders of a majority in interest of the Escrow Fund from time to time (including in the event of the death, disability or other incapacity of an Equityholders' Representative that is an individual), and any such successor shall succeed the Equityholders' Representative as Equityholders' Representative hereunder. For the avoidance of doubt, any compromise or settlement of any matter by the Equityholders' Representative hereunder shall be binding on, and fully enforceable against, all Equityholders. No bond shall be required of the Equityholders' Representative, and the Equityholders' Representative shall receive no compensation for its services. Each Equityholder agrees that the Equityholders' Representative shall be entitled to engage such counsel, experts and other agents and consultants as it shall deem necessary in connection with exercising its powers and performing its function hereunder and (in the absence of bad faith on the part of the Equityholders' Representative) shall be entitled to conclusively rely on the opinions and advice of such Persons.

(b) Limitation on Liability. The Equityholders' Representative shall not be liable to any Person for any act of the Equityholders' Representative, in its capacity as such, taken in good faith and in the exercise of its reasonable judgment and arising out of or in connection with the acceptance or administration of its duties under this Agreement and the Escrow Agreement (it being understood that any act done or omitted pursuant to the advice of legal counsel shall be conclusive evidence of such good faith and reasonable judgment), except to the extent any liability, loss, damage, penalty, fine, cost or expense is actually incurred by such Person as a proximate result of the gross negligence or bad faith of the

Equityholders' Representative. The Equityholders' Representative may seek indemnification from the Equityholders for, any liability, loss, damage, penalty, fine, cost or expense incurred by the Equityholders' Representative while acting in good faith and in the exercise of its reasonable judgment and arising out of or in connection with the acceptance or administration of its duties under this Agreement and the Escrow Agreement, except to the extent that any such liability, loss, damage, penalty, fine, cost or expense is the proximate result of the gross negligence or bad faith of the Equityholders' Representative.

(c) Access. From and after the Effective Time, Parent shall cause the Surviving Corporation to provide the Equityholders' Representative with reasonable access to information about the Surviving Corporation in accordance with, and subject to the terms and conditions of, Section 6.12 for purposes of performing its duties and exercising its rights under this Agreement, provided, that the Equityholders' Representative shall treat confidentially any nonpublic information about the Surviving Corporation (except in connection with the performance by the Equityholders' Representative of its duties or the exercise of its rights under this Agreement). Notwithstanding anything to the contrary herein, any such access shall be subject to such additional limitations as Parent or the Surviving Corporation may reasonably require to prevent the disclosure of any confidential or legally privileged information.

(d) Actions of the Equityholders' Representative. From and after the Effective Time, a decision, act, consent or instruction of the Equityholders' Representative shall constitute a decision of all Equityholders and shall be final, binding and conclusive upon each Equityholder, and the Escrow Agent, Parent and the Surviving Corporation may rely upon any decision, act, consent or instruction of the Equityholders' Representative as being the decision, act, consent or instruction of each Equityholder notwithstanding any dispute among the Equityholders and without any obligation to inquire of any Equityholder. Each of Parent and its Affiliates (including, after the Effective Time, the Surviving Corporation) shall not have any Liability, and is hereby relieved from any Liability to the Equityholder Representative or any Equityholder, for any actions or omissions of the Equityholders' Representative or any acts done by Parent or the Surviving Corporation in accordance with any decision, act, consent or instruction of the Equityholders' Representative. Notice to the Equityholders' Representative, delivered in the manner provided in Section 9.5, shall be deemed to be notice to each Equityholder for the purposes of this Agreement.

(e) Expenses. The Equityholders' Representative shall use the Representative Fund to pay any expenses incurred by the Equityholders' Representative in fulfilling its obligations hereunder and shall return any remaining balance of the Representative Fund to the Equityholders (in accordance with each such Equityholder's Pro Rata Share) upon completion by the Equityholders' Representative of its duties hereunder.

SECTION 9.3 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses (including all fees and disbursements of counsel, financial advisors and accountants) incurred in connection with the negotiation and preparation of this Agreement, the performance of the terms of this Agreement and the consummation of the transactions contemplated by this Agreement, shall be paid by the respective party incurring such costs and expenses, whether or not the Closing shall have occurred; provided, however, that Parent shall pay all fees payable under the HSR Act in connection with the transactions contemplated by this Agreement.

SECTION 9.4 Costs and Attorneys' Fees. Subject to the limitations set forth herein, in the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement, the prevailing party in a final and non-appealable judgment shall recover from the other party all of such prevailing party's reasonable out of pocket fees, costs and expenses (including attorneys' fees) incurred in connection with each and every such action, suit or other proceeding, including any and all appeals and petitions therefrom.

SECTION 9.5 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (i) if sent by registered or certified mail in the United States return receipt requested, upon receipt, (ii) if sent by nationally recognized overnight air courier, one (1) Business Day after mailing, (iii) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in clauses (i) or (ii) of this Section 9.5 when transmitted and receipt is confirmed by telephone, (iv) if sent by email, with receipt confirmed and (v) if otherwise actually personally delivered, when delivered, provided, that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

(a) if to the Company (prior to the Closing), to:

Netsmart, Inc.
4950 College Blvd.
Overland Park, Kansas 66211
Facsimile: (631) 968-2123
Attention: Chief Financial Officer; General Counsel
Email: aritz@ntst.com and tdonovan@ntst.com

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

Latham & Watkins LLP
505 Montgomery Street
San Francisco, California 94111
Attention: Scott Haber and Josh Dubofsky
Facsimile: (415) 395-8095
Email: scott.haber@lw.com and josh.dubofsky@lw.com

(b) if to Parent or Merger Sub or, if after the Closing, to the Company, to:

Nathan Intermediate LLC
c/o Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Facsimile: 919-800-6051
Email: brian.farley@allscripts.com

GI Manager L.P.
188 The Embarcadero, 7th Floor
San Francisco, CA 94105
Attention: David Smolen
Email: David.Smolen@gipartners.com
Facsimile: 415-688-4801

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

Paul Hastings LLP
Seventeenth Floor
695 Town Center Drive
Costa Mesa, CA 92626-1924
Facsimile: (714) 979-1921
Attention: William Simpson and Brandon Howald
Email: billsimpson@paulhastings.com and
brandonhowald@paulhastings.com

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Facsimile: 312-853-7036
Attention: Gary Gerstman and Seth Katz
Email: ggerstman@sidley.com and skatz@sidley.com

(c) if to the Equityholders' Representative, to:

Genstar Capital Partners V, L.P.
Four Embarcadero Center, Suite 1900
San Francisco, CA 94111
Attention: Jean-Pierre L. Conte and Roman Margolin
Facsimile: (415) 834-2383
Email: jpconte@gencap.com and rmargolin@gencap.com

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

Latham & Watkins LLP
505 Montgomery Street
San Francisco, California 94111
Attention: Scott Haber and Josh Dubofsky
Facsimile: (415) 395-8095
Email: scott.haber@lw.com and josh.dubofsky@lw.com

SECTION 9.6 Public Announcements. Unless otherwise required by applicable Law or by the rules of any securities exchange or self-regulatory organization applicable to Parent or any direct or indirect Affiliate of Parent, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated by this Agreement, or otherwise communicate with any news media regarding this Agreement or the transactions contemplated by this Agreement, without the prior written consent of the other parties to this Agreement. If a public statement is required to be made pursuant to applicable Law or by the rules of any securities exchange or self-regulatory organization applicable to Parent or any direct or indirect Affiliate of Parent, the parties shall consult with each other, to the extent permitted by Law and reasonably practicable, in advance as to the contents and timing thereof. Allscripts may disclose the existence and terms of this Agreement and any other material agreements which Allscripts or any of its subsidiaries has entered into or will enter into in connection with the transactions contemplated by this Agreement, and may file this Agreement and any such other agreements, on a Current Report on Form 8-K and in other filings made by Allscripts with the U.S.

Securities and Exchange Commission after the date of this Agreement, provided that the Company or, after Closing, the Equityholders' Representative is afforded a reasonable opportunity to review and comment on any such filings in advance and Allscripts considers any comments made by the Company or, after Closing, the Equityholders' Representative in good faith. The Company and Parent further acknowledge and agree that (x) the Equityholders' Representative may disclose such terms and the existence of this Agreement and the transactions contemplated hereby to its Affiliates in order that such Persons may provide information about the subject matter of this Agreement and the transactions contemplated hereby to their respective actual and prospective limited partners and investors in connection with their fundraising and reporting activities, and (y) Parent may disclose such terms and the existence of this Agreement and the transactions contemplated hereby to GI Partners and its affiliated investment funds in order that such Persons may provide information about the subject matter of this Agreement and the transactions contemplated hereby to their respective actual and prospective limited partners and investors in connection with their fundraising and reporting activities. Notwithstanding anything in this Section 9.6 to the contrary, this Section 9.6 shall not apply to any public announcement or other public communication that is consistent with information disclosed in any other public announcement or other public communication that was previously made or issued in compliance with the terms of this Section 9.6.

SECTION 9.7 Interpretation. The Article and Section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement. References to Articles, Sections, Schedules or Exhibits in this Agreement, unless otherwise indicated, are references to Articles, Sections, Schedules and Exhibits of or to this Agreement. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to any term or provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the terms or provisions of this Agreement. A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations and statutory instruments issued or related to such legislation. Any reference to a Governmental Authority shall be deemed also to refer to any successor thereto unless the context requires otherwise. For all purposes of and under this Agreement, (i) the word "including" shall be deemed to be immediately followed by the words "without limitation," (ii) words (including defined terms) in the singular shall be deemed to include the plural and vice versa, (iii) words of one gender shall be deemed to include the other gender as the context requires, (iv) the terms "hereof," "herein," "hereto," "herewith" and any other words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits to this Agreement) and not to any particular term or provision of this Agreement, unless otherwise specified, (v) the use of the word "or" shall not be exclusive and (vi) unless otherwise defined in this Agreement, accounting terms shall have the respective meanings assigned to them in accordance with GAAP. For purposes of Article IV, information shall be deemed to have been "made available" to Parent only if such information was posted to the electronic data room maintained by Merrill Corporation in a manner accessible and reviewable by Parent prior to 12:00 p.m. Pacific time on the date of this Agreement.

SECTION 9.8 Severability. In the event that any one or more of the terms or provisions contained in this Agreement or in any other certificate, instrument or other document referred to in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or any other such certificate, instrument or other document referred to in this Agreement, and the parties to this Agreement shall use their reasonable best efforts to substitute one or more valid, legal and enforceable terms or provisions into this Agreement which, insofar as practicable, implement the

purposes and intent of this Agreement. Any term or provision of this Agreement held invalid or unenforceable only in part, degree or within certain jurisdictions shall remain in full force and effect to the extent not held invalid, illegal or unenforceable to the extent consistent with the intent of the parties as reflected by this Agreement. To the extent permitted by applicable Law, each party waives any term or provision of Law which renders any term or provision of this Agreement to be invalid, illegal or unenforceable in any respect.

SECTION 9.9 Entire Agreement. This Agreement (including the Company Disclosure Schedule, the other Schedules and the Exhibits to this Agreement) and the Confidentiality Agreement constitute the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and the Confidentiality Agreement, and supersede all prior agreements and undertakings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement and the Confidentiality Agreement, except as otherwise expressly provided in this Agreement.

SECTION 9.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement, and any purported assignment or other transfer without such consent shall be void and unenforceable; provided, however, notwithstanding the foregoing, each of Parent and Merger Sub (and, after the Effective Time, the Surviving Corporation) may, without obtaining the consent of any party hereto, assign any of its rights and/or obligations under this Agreement to any of its Affiliates or to its lenders as collateral security or to any Person that acquires (whether by merger, purchase of stock, purchase of assets or otherwise), or is the successor or surviving entity in any such acquisition, merger or other transaction involving, Parent or Merger Sub (or, after the Effective Time, the Surviving Corporation) (provided, however, that if Parent or Merger Sub (or, after the Effective Time, the Surviving Corporation), as applicable, so assigns its rights and/or obligations without the consent of the Equityholders' Representative (or, if prior to the Effective Time, the Company), Parent or Merger Sub (or, after the Effective Time, the Surviving Corporation), as applicable, shall not be relieved of its obligations hereunder in respect of any such assignment, and provided, further, that any assignment hereunder (other than a collateral assignment to the Financing Sources) that would give rise to any withholding Tax under Section 3.5 shall be subject to the prior written consent of the Equityholders' Representative).

SECTION 9.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for (i) the Company Indemnified Parties under Section 6.6, (ii) each Acquired Company, and its respective officers, employees and representatives under Section 6.10(b), (iii) the Financing Sources with respect to Section 8.2(c), Section 9.10, this Section 9.11, Section 9.12, the last sentence of Section 9.13, Section 9.14, and Section 9.19, and (iv) the Parent Related Parties with respect to Sections 8.2(b) and 8.2(c).

SECTION 9.12 Waivers and Amendments. This Agreement may be amended or modified only by a written instrument executed by all of the parties to this Agreement. Any failure of the parties to this Agreement to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver. No delay on the part of any party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party to this Agreement of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or

privilege hereunder. Unless otherwise provided, the rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies which the parties to this Agreement may otherwise have at law or in equity. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.12. Notwithstanding anything to the contrary contained herein, Section 8.2(c), Section 9.10, Section 9.11, this Section 9.12, the last sentence of Section 9.13, Section 9.14, and Section 9.19 (and the related definitions used in those sections and any other provisions of this Agreement to the extent a modification or waiver thereof would serve to modify the substance or provisions of such Sections) may not be amended, waived or otherwise modified in a manner that impacts or is adverse in any material respect to any Financing Source without the prior written consent of the Lenders party to the Debt Commitment Letter.

SECTION 9.13 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within such State. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its assets and properties, to the exclusive jurisdiction of any Delaware State court, or Federal court of the United States of America, sitting within the State of Delaware, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, the agreements delivered in connection with this Agreement, or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment relating thereto, and each of the parties to this Agreement hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such courts, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Delaware State court or, to the extent permitted by Law, in such Federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Delaware State or Federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Delaware State or Federal court. Each of the parties to this Agreement hereby agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties to this Agreement hereby irrevocably consents to service of process in the manner provided for in the notices in Section 9.5. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law. Notwithstanding the foregoing, the parties hereby further agree that, (i) the Debt Commitment Letter and the performance thereof by the Financing Sources shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof and (ii) it will not bring any legal proceeding, whether in Law or in equity, whether in contract or in tort or otherwise, against the Financing Sources in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

SECTION 9.14 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT 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 AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE

TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE DEBT FINANCING) AND AGREES THAT SUCH WAIVER SHALL EXTEND TO THE FINANCING SOURCES. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.14.

SECTION 9.15 Equitable Remedies.

(a) Each of the parties to this Agreement acknowledges and agrees that the other parties to this Agreement would be irreparably damaged in the event that any of the terms or provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Therefore, notwithstanding anything to the contrary set forth in this Agreement and subject to Section 9.15(b), each of the parties to this Agreement hereby agrees that (i) the parties to this Agreement shall be entitled to obtain an injunction or injunctions to prevent breaches of any of the terms or provisions of this Agreement, and to enforce specifically the performance by each other party hereto under this Agreement and (ii) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, neither the Company nor Parent would have entered into this Agreement. Each party to this Agreement hereby agrees to waive the defense in any such suit that the other parties to this Agreement have an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of injunction or specific performance as a remedy, and hereby agrees to waive any requirement to post any bond in connection with obtaining such relief. The equitable remedies described in this Section 9.15 shall be in addition to, and not in lieu of, any other remedies at law or in equity that the parties to this Agreement may elect to pursue.

(b) Notwithstanding the right of the Company to obtain an injunction or injunctions or other appropriate form of specific performance or equitable remedies described in Section 9.15(a), the parties acknowledge and agree that the Company shall be entitled to seek an injunction, specific performance or other equitable remedies to enforce Parent's obligations pursuant to the terms of this Agreement to cause the Equity Financing to be funded and to consummate the Merger (including enforcement of the Equity Commitment Letters subject to the terms and conditions thereof) only in the event that each of the following conditions has been satisfied: (i) all conditions in Section 7.2 have been satisfied at the time the Closing is required to have occurred pursuant to Section 2.3 (except for delivery of certificates and other deliverables pursuant to Section 7.2(a)(iii) and Section 7.2(e), all of which shall have been capable of being delivered on the date the Closing should have occurred pursuant to Section 2.3); (ii) the Closing is required to occur pursuant to Section 2.3; (iii) the Debt Financing has been funded or the Debt Financing would be funded at the Closing if the Equity Financing is funded at the Closing; and (iv) the Company has irrevocably confirmed in a written notice delivered to Parent that if specific performance is granted pursuant to this Section 9.15(b) and the Equity Financing and Debt Financing are funded, then it would take such actions that are within its control to cause the Closing to occur. For the avoidance of doubt, the foregoing provisions of this Section 9.15(b) shall not in any way affect the right of the Company to an injunction or specific performance or other equitable remedies for obligations other than with respect to the Equity Financing (it being understood, without limiting the Company's rights under this Section 9.15(b) and the Equity Commitment Letter, that if the Equity Financing is not funded, Parent shall have no obligation to consummate the Merger). If the Company is actually granted specific performance in accordance with this Section 9.15, Parent shall reimburse the Company for any fees, costs or expenses (including legal fees) incurred by the Company

in connection with the Company's pursuit of such grant of specific performance, and in the event that the Closing occurs, such fees, costs and expenses shall not be included in Company Transaction Expenses and shall be included in Closing Cash to the extent such fees, costs and expenses are not reimbursed as of the close of business on the day immediately preceding the Closing Date.

SECTION 9.16 Provision Respecting Legal Representation; Attorney-Client Privilege.

(a) Each of the parties to this Agreement hereby agrees, on its own behalf and on behalf of its directors, members, partners, officers, employees and Affiliates, that Latham & Watkins LLP may serve as counsel to each and any Equityholder and such Equityholder's respective Affiliates (individually and collectively, the "Holder Group"), on the one hand, and the Company, on the other hand, in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (the "Existing Representation"), and that, following consummation of the transactions contemplated hereby, Latham & Watkins LLP (or any successor) may serve as counsel to the Holder Group or any director, member, partner, officer, employee or Affiliate of the Holder Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement (any such representation, a "Post-Closing Representation") notwithstanding the Existing Representation and each of the parties hereto hereby consents thereto and waives any conflict of interest arising therefrom, and each of such parties shall cause any Affiliate thereof to consent to waive any conflict of interest arising from the Existing Representation.

(b) Parent waives and shall not assert, and agrees after the Closing to cause its Affiliates to waive and to not assert, any attorney-client privilege, attorney work-product protection or expectation of client confidence with respect to any communication between Latham & Watkins LLP, on the one hand, and the Holder Group, or any advice given to the Holder Group by Latham & Watkins LLP, occurring with respect to the Existing Representation (collectively, "Pre-Closing Privileges") in connection with any Post-Closing Representation, including in connection with a dispute between the Holder Group and one or more of Parent and its Affiliates, it being the intention of the parties hereto that all rights to such Pre-Closing Privileges, and all rights to waive or otherwise control such Pre-Closing Privileges, shall be retained by the Equityholders' Representative, and shall not pass to or be claimed or used by Parent, except as provided in the last sentence of this Section 9.16(b). Furthermore, Parent (on behalf of itself and its Affiliates) acknowledges and agrees that any advice given to or communication with the Holder Group shall not be subject to any joint privilege (whether or not the Company also received such advice or communication) and shall be owned solely by the Holder Group. Notwithstanding the foregoing, in the event that a dispute arises between Parent or the Surviving Corporation or any of their respective Affiliates, on the one hand, and a third party other than the Holder Group, on the other hand, the Surviving Corporation shall be permitted to assert the Pre-Closing Privileges on behalf of the Holder Group to prevent disclosure of Privileged Materials to such third party; provided, however, that such privilege may be waived only with the prior written consent of the Equityholders' Representative.

(c) All such Pre-Closing Privileges, shall be excluded from the Merger, and shall be retained by the Equityholders' Representative (on behalf of the Holder Group).

(d) Parent hereby acknowledges that it has had the opportunity (including on behalf of its Affiliates) to discuss and obtain adequate information concerning the significance and material risks of, and reasonable available alternatives to, the waivers, permissions and other provisions of this Section 9.16, including the opportunity to consult with counsel other than Latham & Watkins LLP. This Section 9.16 shall be irrevocable, and no term of this Section 9.16 may be amended, waived or modified, without the prior written consent of the Equityholders' Representative and Latham & Watkins LLP.

SECTION 9.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

SECTION 9.18 Time is of the Essence. Time is of the essence with respect to the performance of this Agreement.

SECTION 9.19 No Recourse. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document (except with respect to the express obligations of the Financing Sources owed to Parent and Merger Sub under the Debt Commitment Letter, and to the Surviving Corporation following the Merger), in no event shall any Financing Source have any Liability (whether in contract or in tort, in Law or in equity) for any obligations or Liabilities arising under, in connection with or related to this Agreement, any Transaction Document or any other instrument, agreement or document executed or delivered in connection herewith or therewith (as the case may be) or any Action based on, in respect of, or by reason of this Agreement, such Transaction Document or such other instrument, agreement or document (as the case may be) or the negotiation or execution hereof or thereof, and each such Person irrevocably waives and releases all such Liabilities, Actions, claims and obligations against any Financing Source.

(*Remainder of Page Intentionally Left Blank***)**

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and the Equityholders' Representative have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NATHAN INTERMEDIATE LLC,
a Delaware limited liability company

By: /s/ Richard Poulton
Name: Richard Poulton
Title: President

NATHAN MERGER CO.,
a Delaware corporation

By: /s/ Richard Poulton
Name: Richard Poulton
Title: President

NETSMART, INC.,
a Delaware corporation

By: /s/ Michael Valentine
Name: Michael Valentine
Title: Chief Executive Officer

GENSTAR CAPITAL PARTNERS V, L.P.
By Genstar Capital V, L.P.,
its General Partner

By Genstar V GP LLC,
its General Partner

By: /s/ Jean-Pierre Conte
Name: Jean-Pierre Conte
Title: Managing Director

Exhibit 99.1

Allscripts announces joint venture: the largest technology company focused exclusively on human services and post-acute care

CHICAGO, OVERLAND PARK and SAN FRANCISCO, March 23, 2016 (GLOBE NEWSWIRE) – Allscripts Healthcare Solutions (NASDAQ:MDRX), a leader in healthcare IT solutions today announced a definitive agreement to combine resources with private equity firm GI Partners in a joint venture that will acquire privately held Netsmart Technologies, Inc. ("Netsmart"). This transaction creates the largest technology company exclusively dedicated to human services and post-acute care.

The joint venture will combine the Allscripts Homecare™ business, which serves more than 30,000 home health, private duty and hospice clinicians in the U.S., Guam and Puerto Rico, with Netsmart, whose clients span 23,000 organizations, including more than 450,000 care providers and more than 40 state systems. The new company will focus on enhancing human services, post-acute care and outcomes, helping providers respond to evolving compliance and regulatory demands, and improve efficiency and performance.

On a pro-forma basis, excluding impact from any purchase accounting effects, the combination creates a company with more than $250 million in annual revenue and more than $60 million in annual operating income. Upon completion of this transaction, the combined business will operate as Netsmart and be based in its current headquarters in Overland Park, Kansas. Mike Valentine, Netsmart's Chief Executive Officer, will lead the combined company.

"We are thrilled to join forces with Netsmart and GI Partners to immediately establish a technology solutions leader in the strategic human services and post-acute care market," said Paul Black, Chief Executive Officer of Allscripts. "Creating a software and services platform for caregivers to manage patients through the combined realities of post-acute care and mental health is absolutely essential to achieving the value-based care goal of healthy communities and populations. This joint venture finally brings scale with a depth and breadth of solutions required to navigate the immense opportunities in this growing global marketplace."

"This transaction marks an exciting new chapter for both Netsmart and Allscripts clients and associates," said Valentine. "The combination of Netsmart's success in the health and human services industry with Allscripts renowned home health and hospice technology catapults us to immediate leadership at a pivotal time in healthcare. Today Netsmart is the most widely adopted post-acute EHR and, through this new partnership, we will have unprecedented scale, a complete solutions platform, an unrivaled distribution channel and unique opportunities to expand services into the Homecare client base."

Allscripts will contribute 100% of its Homecare business, plus approximately $70 million in cash to the joint venture. This consideration will be combined with the cash investment from GI Partners plus third-party debt financing to consummate the acquisition of Netsmart. Allscripts will be the largest owner of the joint venture and expects to consolidate the entity for financial reporting purposes as required under Generally Accepted Accounting Principles. The debt of the joint venture will be non-recourse to Allscripts and its wholly-owned subsidiaries, and the Company's existing credit facilities will remain in force with significant remaining available liquidity thereunder.

"The human services and post-acute segments are critical to the long-term value-based care business strategy of our clients," said Rick Poulton, Allscripts President. "This joint venture creates value by unleashing the full potential of our homecare asset, and we believe this business will flourish under the focused stewardship of Mike Valentine and his team. They are

a proven team with a history of building successful companies passionate about clients' success. This transaction creates a strategic platform for growth that will benefit the industry, the joint venture's clients and Allscripts shareholders."

This transaction is subject to the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act and is expected to close in late April. Based on this timeframe, Allscripts management expects the transaction to add approximately $150 million in 2016 revenue, be accretive to 2016 Adjusted EBITDA(1) and neutral to non-GAAP earnings per share in 2016. Management will update its financial outlook for the transaction on its first quarter earnings conference call in early May 2016.

Additional details relating to the transactions described in this press release will be provided in a filing with the Securities and Exchange Commission on Form 8-K.

Footnote:

(1) Adjusted EBITDA is a non-GAAP measure and consists of GAAP net income (loss) as reported and adjusts for: deferred revenue and other adjustments; depreciation and amortization; stock-based compensation expense; non-recurring expenses and transaction-related costs; non-cash asset impairment charges; interest expense and other, net; equity in earnings of unconsolidated investments; and tax provision (benefit).

About Allscripts

Allscripts (NASDAQ: MDRX) is a leader in healthcare information technology solutions that advance clinical, financial and operational results. Our innovative solutions connect people, places and data across an Open, Connected Community of Health™. Connectivity empowers caregivers to make better decisions and deliver better care for healthier populations. To learn more, visit **www.allscripts.com**, **Twitter**, **YouTube and It Takes A Community: The Allscripts Blog**.

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Allscripts Media Questions:
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About Netsmart

Netsmart provides technology and expertise to help health and human services providers deliver effective, outcomes-based services and care to more than 25 million persons nationwide. Netsmart clients include 450,000 users in 20,000 in organizations across all 50 states. Netsmart clients include mental health and addiction services agencies, health homes, psychiatric hospitals, private and group mental health practices, public health departments, social services, child and family services agencies, managed care organizations and vital records offices.

Netsmart's CareFabric®, a framework of innovative clinical and business solutions and services, supports integrated, coordinated delivery of health services across the spectrum of care.

Netsmart's HIT Value Model™, a vendor-agnostic planning and measurement system, provides a path for health and human services organizations to evaluate where on the healthcare IT spectrum they should focus their efforts, the value associated with that strategic decision and a comparison with peer organizations nationwide.

Netsmart Media:
Kevin Allen
913-226-5887
kallen@ntst.com

About GI Partners

Founded in 2001, GI Partners is a leading middle market private equity firm based in San Francisco. The firm currently manages over $12 billion in capital commitments through private equity and real estate strategies for recognized institutional investors across the globe. GI Partners' private equity team is active in a number of key sectors, including Technology, Media & Telecommunications, Healthcare, Retail & Leisure, and Business & Financial Services. For more information on GI Partners and its entire portfolio, please visit www.gipartners.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on the current beliefs and expectations of Allscripts management, only speak as of the date that they are made, and are subject to significant risks and uncertainties. Such statements can be identified by the use of words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "could," "can," "may," and similar terms. Actual results could differ from those set forth in the forward-looking statements, and reported results should not be considered an indication of future performance. Certain factors that could cause Allscripts' actual results to differ materially from those described in the forward-looking statements include, but are not limited to: the failure to satisfy the conditions precedent to the consummation of the transactions described in this press release, including the termination or expiration of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act, as amended; unanticipated difficulties or expenditures relating to the transactions; disruptions of current plans and operations caused by the announcement and pendency of the transactions; potential difficulties in employee retention as a result of the announcement and pendency of the transactions; the response of customers and competitors to the announcement of the transactions; the expected financial contribution and results of the joint venture to be formed with GI Partners in connection with the transactions, including the expected consolidation for financial reporting purposes; Allscripts' failure to compete successfully; consolidation in Allscripts' industry; current and future laws, regulations and industry initiatives; increased government involvement in Allscripts' industry; the failure of markets in which Allscripts operates to develop as quickly as expected; Allscripts' or its customers' failure to see the benefits of government programs; changes in interoperability or other regulatory standards; the effects of the realignment of Allscripts' sales, services, and support organizations; market acceptance of Allscripts' products and services; the unpredictability of the sales and implementation cycles for Allscripts' products and services; Allscripts' ability to manage future growth; Allscripts' ability to introduce new products and services; Allscripts' ability to establish and maintain strategic relationships; risks related to the acquisition of new companies or technologies; the performance of Allscripts' products; Allscripts' ability to protect its intellectual property rights; the outcome of legal proceedings involving Allscripts; Allscripts' ability to hire, retain and motivate key personnel; performance by Allscripts' content and service providers; liability for use of content; security breaches; price reductions; Allscripts' ability to license and integrate third party technologies; Allscripts' ability to

maintain or expand its business with existing customers; risks related to international operations; changes in tax rates or laws; business disruptions; Allscripts' ability to maintain proper and effective internal controls; and asset impairment charges. Additional information about these and other risks, uncertainties, and factors affecting Allscripts' business is contained in Allscripts' filings with the Securities and Exchange Commission. Allscripts does not undertake to update forward-looking statements to reflect changed assumptions, the impact of circumstances or events that may arise after the date of the forward-looking statements, or other changes in its business, financial condition, or operating results over time.