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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 5)*

ALLSCRIPTS—MISYS HEALTHCARE SOLUTIONS, INC.

(Name of Issuer)

Common Stock, $0.01 Par Value

(Title of Class of Securities)

01988P108

(CUSIP Number)

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

A. Peter Harwich, Esq.
Allen & Overy LLP
1221 Avenue of the Americas
New York, New York 10020
United States of America
(212) 610-6300

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

August 20, 2010

(Date of Event which Requires Filing of this Statement)

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

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

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

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

CUSIP No. 01988P108

1	NAME OF REPORTING PERSON MISYS PLC I.R.S. IDENTIFICATION NO. OF ABOVE PERSON n/a	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER
	8	SHARED VOTING POWER 28,369,428
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 28,369,428
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 28,369,428	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 23.2	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

CUSIP No. 01988P108

1	NAME OF REPORTING PERSON KAPITI LIMITED I.R.S. IDENTIFICATION NO. OF ABOVE PERSON n/a	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER
	8	SHARED VOTING POWER 283,694
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 283,694
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 283,694	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

CUSIP No. 01988P108

1	NAME OF REPORTING PERSON ACT SIGMEX LIMITED I.R.S. IDENTIFICATION NO. OF ABOVE PERSON n/a	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United Kingdom	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER
	8	SHARED VOTING POWER 28,085,734
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 28,085,734
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 28,085,734	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 22.9	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

INTRODUCTORY STATEMENT

This Amendment No. 5 (this "Amendment") amends the Schedule 13D initially filed on October 20, 2008 (the "Original Filing"), as amended by Amendment No. 1 filed on February 11, 2009 (the "First Amendment"), Amendment No. 2 filed on February 26, 2010 (the "Second Amendment"), Amendment No. 3 filed on June 10, 2010 (the "Third Amendment") and Amendment No. 4 filed on July 27, 2010 (the "Fourth Amendment"), each relating to the common stock, par value $0.01, of Allscripts-Misys Healthcare Solutions, Inc. (the "Company"). Information reported in the Original Filing, as amended or superseded by information contained in the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment remains in effect except to the extent that it is amended or superseded by information contained in this Amendment.

ITEM 2. IDENTITY AND BACKGROUND

The disclosure in Item 2 of this Schedule 13D is hereby amended and restated in its entirety by this Amendment:

Reporting Person: Misys plc ("Misys")

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

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

Reporting Person: Kapiti Limited ("Kapiti")

The place of organization of Kapiti is United Kingdom. Kapiti is a limited company incorporated in England and Wales that holds a portion of Misys' interest in the Company. The registered address of Kapiti is One Kingdom Street, Paddington, London W2 6BL, UK. Kapiti is indirectly wholly owned by Misys.

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

Reporting Person: ACT Sigmex Limited ("ACTS")

The place of organization of ACTS is the United Kingdom. ACTS is a limited company incorporated in England and Wales that holds a portion of Misys' interest in the Company. The registered office of ACTS is One Kingdom Street, Paddington, London W2 6BL, UK. ACTS is indirectly wholly owned by Misys.

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

Misys, Kapiti and ACTS have entered into a joint filing agreement, dated as of August 20, 2010 (the "Joint Filing Agreement"), a copy of which is attached as Exhibit 99.18 to this Amendment, and incorporated by reference herein.

ITEM 4. PURPOSE OF TRANSACTION

The disclosure in Item 4 of this Schedule 13D is hereby amended and supplemented by adding the following statement after the final paragraph thereof:

In accordance with the Framework Agreement, on August 20, 2010, concurrently with the closing of the transactions described in Item 5 below, Kelly J. Barlow, Sir Dominic Cadbury, Corey A. Eaves and J. Michael Lawrie, each of whom was nominated by Misys, resigned from the board of directors of the Company with immediate effect. The remaining Misys nominees to the board of directors of the Company are John King and Stephen Wilson.

As described in Item 6 below, Kapiti and ACTS have agreed pursuant to the Underwriting Agreement (defined below) not to sell any shares of Company common stock (subject to certain exceptions) for up to 90 days from the date of the Underwriting Agreement without the prior written consent of Credit Suisse Securities (USA) LLC, Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC (the "Underwriters").

As permitted under the Underwriting Agreement, Misys intends to exercise its right under the Framework Agreement to require the Company to purchase 5,313,807 shares of Company common stock for $19.12 per share promptly after the closing of the Merger (the "Additional Repurchase"). After completion of the Additional Repurchase and settlement of the Over-Allotment Option (defined below), subsidiaries of Misys will hold an aggregate of 19,005,621 shares of Company common stock.

Pursuant to the Registration Rights Agreement, Misys has the right among other things to require the Company to conduct registered secondary public offerings of shares of Company common stock held by Misys and its affiliates (including Kapiti and ACTS). Misys intends to monitor its investment in the Company on an ongoing basis and exercise its rights under the Registration Rights Agreement as and when market conditions warrant once the above-referenced transfer restrictions under the Underwriting Agreement expire or terminate.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

The disclosure in Item 5 of this Schedule 13D is hereby amended and supplemented by adding the following statement after the final paragraph thereof:

On August 20, 2010, three wholly owned subsidiaries of Misys sold an aggregate of 51,442,083 shares of Company common stock in accordance with the Framework Agreement, as amended by the Amendment Agreement. 27,000,000 shares were sold to the Underwriters in connection with an underwritten public offering pursuant to the underwriting agreement, dated August 16, 2010, among the Company, the Underwriters, Kapiti and ACTS (the "Underwriting Agreement"), a copy of which is attached as Exhibit 99.19 to this Amendment. Pursuant to the Underwriting Agreement, Kapiti and ACTS granted the Underwriters an option to purchase up to 4,050,000 shares of Company common stock on or prior to September 16, 2010 (the "Over-Allotment Option"). On August 20, 2010, the Underwriters exercised the Over-Allotment Option in full, with settlement expected to occur on August 25, 2010. Another 24,442,083 shares were sold to the Company by Misys Patriot Limited, Kapiti and ACTS pursuant to the Framework Agreement. Concurrently with the closing of these transactions, Misys and the Company entered into an Amended and Restated Relationship Agreement in the form described in the Third Amendment (as amended pursuant to the Amendment Agreement described in the Fourth Amendment, the "Amended Relationship Agreement"). The Amended Relationship Agreement is attached as Exhibit 99.20 to this Amendment.

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

The disclosure in Item 6 of this Schedule 13D is hereby amended and supplemented as follows:

Following the closing of the transactions described in Item 5 above, subsidiaries of Misys hold an aggregate of 28,369,428 shares of Company common stock. Following settlement of the Over-Allotment Option, subsidiaries of Misys will hold an aggregate of 24,319,428 shares of Company common stock. Misys, Kapiti and ACTS and certain directors and officers of Misys have agreed with the Underwriters not to sell any shares of Company common stock for 90 days after the date of the Underwriting Agreement, subject to certain exceptions, without the prior written consent of the Underwriters.

As permitted under the Underwriting Agreement, Misys intends to exercise its right under the Framework Agreement to require the Company to effect the Additional Repurchase promptly after the closing of the Merger. After completion of the Additional Repurchase and settlement of the Over-Allotment Option, subsidiaries of Misys will hold an aggregate of 19,005,621 shares of Company common stock.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

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

Exhibit 99.18	Joint Filing Agreement, dated August 20, 2010, among Misys plc, Kapiti Limited and ACT Sigmex Limited.
Exhibit 99.19	Underwriting Agreement, dated August 16, 2010, among Allscripts-Misys Healthcare Solutions, Inc., Kapiti Limited, ACT Sigmex Limited, Credit Suisse Securities (USA) LLC, Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC.
Exhibit 99.20	Amended and Restated Relationship Agreement, dated as of August 20, 2010, between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.

SIGNATURES

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

Date: August 20, 2010

MISYS PLC

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

KAPITI LIMITED

By: /s/ Nicholas Farrimond
Name: Nicholas Farrimond
Title: Authorized signatory

ACT SIGMEX LIMITED

By: /s/ Nicholas Farrimond
Name: Nicholas Farrimond
Title: Authorized signatory

INDEX OF EXHIBITS

Exhibit No.	Description
99.18	Joint Filing Agreement, dated August 20, 2010, among Misys plc, Kapiti Limited and ACT Sigmex Limited.
99.19	Underwriting Agreement, dated August 16, 2010, among Allscripts-Misys Healthcare Solutions, Inc., Kapiti Limited, ACT Sigmex Limited, Credit Suisse Securities (USA) LLC, Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC.
99.20	Amended and Restated Relationship Agreement, dated as of August 20, 2010, between Misys plc and Allscripts-Misys Healthcare Solutions, Inc.

Exhibit 99.18

Joint Filing Agreement

Pursuant to Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree that the Amendment No. 5 to the Statement on Schedule 13D, and all subsequent amendments to which this exhibit is attached, is filed on behalf of each of them in the capacities set forth below.

Date: August 20, 2010

MISYS PLC

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

KAPITI LIMITED

By: /s/ Nicholas Farrimond
Name: Nicholas Farrimond
Title: Authorized signatory

ACT SIGMEX LIMITED

By: /s/ Nicholas Farrimond
Name: Nicholas Farrimond
Title: Authorized signatory

Exhibit 99.19

EXECUTION VERSION

27,000,000 Shares of Common Stock

Allscripts-Misys Healthcare Solutions, Inc.

UNDERWRITING AGREEMENT

August 16, 2010

Credit Suisse Securities (USA) LLC
Barclays Capital Inc.
J.P. Morgan Securities Inc.
UBS Securities LLC,
As Representatives of the Several Underwriters,
c/o Credit Suisse Securities (USA) LLC,
Eleven Madison Avenue,
New York, NY 10010-3629

Dear Sirs:

1. *Introductory*. Each of the stockholders listed on Schedule A hereto (the "**Selling Stockholders**"), each a direct or indirect wholly-owned subsidiary of Misys plc, a public limited company formed under the laws of England and Wales ("**Misys**"), agrees severally with the several Underwriters named in Schedule B hereto (the "**Underwriters**") to sell to the several Underwriters an aggregate of 27,000,000 outstanding shares ("**Firm Securities**") of the common stock, par value $0.01 per share ("**Securities**"), of Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the "**Company**") and each of the Selling Stockholders also agrees to sell to the Underwriters, at the option of the Underwriters, an aggregate of not more than 4,050,000 additional outstanding shares ("**Optional Securities**") of Securities as set forth below. The Firm Securities and the Optional Securities are herein collectively called the "**Offered Securities**."

As part of the transactions described under the heading "The Eclipsys Merger" in the Company's preliminary prospectus supplement, dated August 16, 2010, following completion of the offering of the Offered Securities and, subject to the satisfaction or waiver of certain conditions set forth in the Framework Agreement, dated as of June 9, 2010, as amended on July 26, 2010 (as in existence on the date hereof, the "**Framework Agreement**"), by and between the Company and Misys, and in the Agreement and Plan of Merger, dated as of June 9, 2010 (as in existence on the date hereof, the "**Merger Agreement**"), by and among the Company, Arsenal Merger Corp., a Delaware corporation and a direct wholly owned subsidiary of the Company ("**Merger Sub**," and together with the Company, the "**Allscripts Parties**") and Eclipsys Corporation, a Delaware corporation ("**Target**"), Merger Sub will merge with and into Target, with Target surviving as a wholly owned subsidiary of the Company. After completion of the US Reorganization (as defined in the Framework Agreement), the Selling Stockholders desire to transfer the Newco Shares (as defined in the Framework Agreement) to the Company in exchange for 61,308,295 newly issued shares of the Company's common stock (such newly issued shares, the "**Exchange Shares**", and the transfer of the Newco Shares to the Company in exchange for the Exchange Shares, the "**Arsenal Exchange**"). Upon the terms and subject to the conditions of the Framework Agreement, the Company will, on the First Closing Date (as defined below), repurchase 24,442,083 shares of the Company's common stock to be received by the Selling Stockholders and Misys Patriot Limited, a limited company formed under the Laws of England and Wales, in the Arsenal Exchange for an aggregate consideration of $577.4 million (the "**Share Repurchase**").

2. *Representations and Warranties of the Company and the Selling Stockholders*.

(a) The Company represents and warrants to, and agrees with, the several Underwriters that:

(i) *Filing and Effectiveness of Registration Statement; Certain Defined Terms*. The Company has filed with the Commission a registration statement on Form S-3 (No. 333-167412), including a related prospectus or prospectuses, covering the registration of the Offered Securities under the Act, which has become effective. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information with respect to such registration statement, that in any case has not been superseded or modified. "**Registration Statement**" without reference to a time means the Registration Statement as of the Applicable Time. For purposes of this definition, 430B Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B under the Act.

For purposes of this Agreement:

"**430B Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) under the Act or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f) under the Act.

"**430C Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430C under the Act.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means 6:00 p.m. (Eastern time) on the date of this Agreement.

"**Closing Date**" has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

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

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule C to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433 under the Act, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g) under the Act.

"**knowledge of the Company**" means the actual knowledge of Glen Tullman, Lee Shapiro, Bill Davis or Brian Vandenberg, who, the Company represents, have engaged in and managed all material aspects of the Company's diligence process and investigation of the Target, are the primary individuals at the Company responsible for such acquisition and managing such diligence investigation and have had access to all material information regarding Target that was made available to the Company.

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

"**Merger Agreement Disclosures**" means the Target Disclosures and the Parent Disclosure Letter to the Merger Agreement and the Parent SEC Documents (as defined in the Merger Agreement), all as in effect on the date hereof.

"**Rules and Regulations**" means the rules and regulations of the Commission.

"**Securities Laws**" means, collectively, the Sarbanes-Oxley Act of 2002 ("**Sarbanes-Oxley**"), the Act, the Exchange Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board and, as applicable, the rules of the NASDAQ Stock Market ("**Exchange Rules**").

"**Statutory Prospectus**" with reference to any particular time means the prospectus relating to the Offered Securities that is included in the Registration Statement immediately prior to that time, including all 430B Information and all 430C Information with respect to the Registration Statement. For purposes of the foregoing definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) under the Act and not retroactively.

"**Target Disclosures**" means the Company Disclosure Letter to the Merger Agreement and the Company SEC Documents (as defined in the Merger Agreement) , all as in effect on the date hereof.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(ii) *Compliance with Securities Act Requirements*. (i) (A) At the time the Registration Statement initially became effective, (B) at the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report or form of prospectus), (C) at the Applicable Time and (D) on the Closing Date, the Registration Statement conformed and will conform in all material respects to the requirements of the Act and the Rules and Regulations and did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) (A) on its date, (B) at the time of filing the Final Prospectus pursuant to Rule 424(b) under the Act and (C) on the Closing Date, the

Final Prospectus will conform in all material respects to the requirements of the Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The preceding sentence does not apply to statements in or omissions from any such document based upon written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that specified in Section 8(c) hereof.

(iii) *Automatic Shelf Registration Statement*.

(1) *Well-Known Seasoned Issuer Status*. (A) At the time of initial filing of the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Offered Securities in reliance on the exemption of Rule 163 under the Act, the Company was a "well known seasoned issuer" as defined in Rule 405 under the Act, including not having been an "ineligible issuer" as defined in Rule 405 under the Act.

(2) *Effectiveness of Automatic Shelf Registration Statement*. The Registration Statement is an "automatic shelf registration statement," as defined in Rule 405 under the Act, that initially became effective within three years of the date of this Agreement.

(3) *Eligibility to Use Automatic Shelf Registration Form*. The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) under the Act objecting to use of the automatic shelf registration statement form. If at any time when Offered Securities remain unsold by the Underwriters the Company receives from the Commission a notice pursuant to Rule 401(g)(2) under the Act or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Representatives, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Offered Securities, in a form satisfactory to the Representatives, (iii) use its reasonable best efforts to cause such registration statement or post-effective amendment to be declared effective as soon as reasonably practicable, and (iv) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) under the Act notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

(4) *Filing Fees*. The Company has paid or shall pay the required Commission filing fees relating to the Offered Securities within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act.

(iv) *Ineligible Issuer Status*. (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Offered Securities and (ii) at the date of this Agreement, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Act.

(v) *General Disclosure Package*. As of the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time, the preliminary prospectus supplement, dated August 16, 2010, including the base prospectus, dated June 9, 2010 (which is the most recent Statutory Prospectus distributed to investors generally), and the other information, if any, stated in Schedule C to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information specified in Section 8(c) hereof.

(vi) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (i) the Company has promptly notified or will promptly notify the Representatives and (ii) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission. This provision does not apply to statements in or omissions from any such document based upon written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that specified in Section 8(c) hereof.

(vii) *Good Standing of the Company*. The Company has been duly incorporated and is existing and in good standing under the laws of the State of Delaware, with corporate power and authority to own its properties and conduct its business as described in the General Disclosure Package; and, except as would not, individually or in the aggregate, result in a material adverse change in the condition (financial or otherwise), results of operations or business of either (x) with respect to all matters pertaining to the Company and its subsidiaries, the Company and its subsidiaries, taken as a whole or (y) with respect to all matters pertaining to Target and its subsidiaries, the Company and its subsidiaries taken as a whole after giving pro forma effect to the Merger (a "**Material Adverse Effect**"), the Company and, to the knowledge of the Company, Target are each duly qualified to do business as a foreign corporation in good standing in all other

jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification.

(viii) *Subsidiaries of Company and of Target*. Each subsidiary of the Company and, to the knowledge of the Company, each subsidiary of Target has been duly incorporated and is existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with power and authority (corporate and other) to own its properties and conduct its business as described in the General Disclosure Package; and, except as would not, individually or in the aggregate, result in a Material Adverse Effect, each subsidiary of the Company and, to the knowledge of the Company, each subsidiary of Target is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification; all of the issued and outstanding capital stock of each subsidiary of the Company and, to the knowledge of the Company, each subsidiary of Target has been duly authorized and validly issued and is fully paid and nonassessable; and, except under the credit facilities of the Company described in the General Disclosure Package and of Target, respectively, the capital stock of each subsidiary owned by the Company and, to the knowledge of the Company, each subsidiary owned by Target, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

(ix) *Offered Securities; Capital Stock of the Company*. The Offered Securities and all other outstanding shares of capital stock of the Company have been duly authorized; the authorized equity capitalization of the Company is as set forth in the General Disclosure Package; all outstanding shares of capital stock of the Company are, and, when the Offered Securities have been delivered and paid for in accordance with this Agreement on each Closing Date, such Offered Securities will have been, validly issued, fully paid and nonassessable, will conform to the information in the General Disclosure Package and to the description of such Offered Securities contained in the Final Prospectus; except as to the anti-dilution protection provided to Misys in the Relationship Agreement, dated as of March 17, 2008, by and between the Company and Misys, as amended to date (the "**Relationship Agreement**"), as set forth in the General Disclosure Package, the stockholders of the Company have no preemptive rights with respect to the Securities; and none of the outstanding shares of capital stock of the Company have been issued in violation of any preemptive or similar rights of any security holder. Except (x) as disclosed in the General Disclosure Package and (y) with respect to the Company's and Target's benefit plans, there are no outstanding (i) securities or obligations of the Company convertible into or exchangeable for any capital stock of the Company, (ii) warrants, rights or options to subscribe for or purchase from the Company any such capital stock or any such convertible or exchangeable securities or obligations or (iii) obligations of the Company to issue or sell any shares of capital stock, any such convertible or exchangeable securities or obligations, or any such warrants, rights or options.

(x) *No Finder's Fee*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between, on the one hand, the Company or, to the knowledge of the Company, Target and, on the other hand, any person that would give rise to a valid claim against the Company or Target or any Underwriter for a brokerage commission, finder's fee or other like payment with respect to this offering.

(xi) *Registration Rights*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to a Registration

Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act (collectively, "**registration rights**").

(xii) *Listing*. The Offered Securities have been approved for listing on the NASDAQ Stock Market, subject to notice of issuance.

(xiii) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing (other than Current Reports on Form 8-K and prospectus supplements relating to the Offered Securities required to be filed with the Commission) or registration with, any person (including any governmental agency or body or any court) is required in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated by this Agreement, except (i) as have been obtained or (ii) as may be required under state securities laws. Except as disclosed in the General Disclosure Package, no consent, approval, authorization, or order of, or filing (other than Current Reports on Form 8-K required to be filed with the Commission and filings required to be filed in the State of Delaware with respect to the Merger Agreement) with, any person (including any governmental agency or body or any court) is required that would prevent the consummation by the Company of the transactions contemplated by the Framework Agreement or the Merger Agreement, except as have been obtained.

(xiv) *Title to Property*. Except as disclosed in the General Disclosure Package or the Target Disclosures and except as would not, individually or in the aggregate, result in a Material Adverse Effect, (i) the Company and its subsidiaries and, to the knowledge of the Company, Target and its subsidiaries each have good and marketable title to their respective real properties and personal properties reflected as owned by them in the financial statements referred to in Section 2(a)(xxvii) or described in the General Disclosure Package, in each case free from liens, charges, encumbrances and defects that would affect the value thereof or interfere with the use made or to be made thereof by them, and (ii) each lease pursuant to which the Company and its subsidiaries and, to the knowledge of the Company, Target and its subsidiaries holds properties described in the General Disclosure Package is in full force and effect.

(xv) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance by the Company of this Agreement, the sale of the Offered Securities, and, with respect to clause (iii) and except as set forth on Schedules 2.4 and 3.4 to the Merger Agreement Disclosures, the consummation of the transactions contemplated by the Framework Agreement and the Merger Agreement will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries pursuant to (i) the charter or by-laws of the Company or any of its subsidiaries or, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target or any of its subsidiaries, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties or, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target or any of its subsidiaries or any of their properties, or (iii) any agreement or instrument to which the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries is a party (including the Merger Agreement and the Framework Agreement) or by which the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries is bound, or to which any of the properties of the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries is subject,

except in the case of clauses (ii) and (iii) for those which would not have a Material Adverse Effect.

(xvi) *Absence of Existing Defaults and Conflicts*. Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target or any of its subsidiaries is in violation of its respective charter or by-laws or in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, except such defaults that would not, individually or in the aggregate, result in a Material Adverse Effect.

(xvii) *Authorization of Agreement*. This Agreement has been duly authorized, executed and delivered by the Company.

(xviii) *Possession of Licenses and Permits*. The Company and its subsidiaries and, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target and its subsidiaries (i) possess, and are in compliance with the terms of, all certificates, authorizations, franchises, licenses and permits ("**Licenses**") necessary or material to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them, and (ii) have not received any notice of proceedings relating to the revocation or modification of any Licenses, except in either case as would not, individually or in the aggregate, have a Material Adverse Effect.

(xix) *Absence of Labor Dispute*. No labor dispute with the employees of the Company or any of its subsidiaries or, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that could, individually or in the aggregate, have a Material Adverse Effect.

(xx) *Possession of Intellectual Property*. Except as described in the General Disclose Package, the Company and its subsidiaries and, to the knowledge of the Company and except as disclosed in the Merger Agreement Disclosures, Target and its subsidiaries own or possess a valid right to use (in either case, free of any liens, charges and encumbrances) or can acquire on reasonable terms sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets, inventions, technology, know-how and other intellectual property and similar rights, including registrations and applications for registration thereof (collectively, "**Intellectual Property Rights**") necessary or material to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them, and the expected expiration of any such Intellectual Property Rights would not, individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in the General Disclosure Package or, with respect to Target and its subsidiaries, the Merger Agreement Disclosures (i) there are no rights of third parties to own or use any of the Intellectual Property Rights owned by the Company or its subsidiaries or, to the knowledge of the Company, Target or its subsidiaries; (ii) there is no infringement, misappropriation, breach, default or other violation, or the occurrence of any event that with notice or the passage of time would constitute any of the foregoing, by any third parties of any of the Intellectual Property Rights of the Company or its subsidiaries or, to the knowledge of the Company, Target or its subsidiaries, and, to the Company's knowledge, the Intellectual Property Rights of the Company, the Target and each of their subsidiaries are valid and enforceable; (iii) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries in or to, or the violation of their Intellectual Property Rights; (iv) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any such Intellectual Property Rights of the Company or its subsidiaries or, to the knowledge of the Company, Target and its subsidiaries; (v) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others that the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries infringes, misappropriates or otherwise violates or conflicts with any Intellectual Property Rights or other proprietary rights of others; (vi) none of the Intellectual Property Rights used by the Company or its subsidiaries or, to the knowledge of the Company, Target or its subsidiaries in their businesses has been obtained or is being used by the Company or its subsidiaries or Target or its subsidiaries in violation of any contractual obligation binding on the Company or any of its subsidiaries or Target or any of its subsidiaries in violation of the rights of any persons; and (vii) the Company and its subsidiaries and, to the knowledge of the Company, Target and its subsidiaries have taken reasonable measures to protect the confidentiality of trade secrets and other confidential and proprietary information, and, to the knowledge of the Company, there has not been any disclosure of any trade secrets or other confidential and proprietary information that has resulted, or is likely to result, in the loss of trade secret or other rights in and to such information; except in each case covered by clauses (i) – (vii) such as would not, individually or in the aggregate, have a Material Adverse Effect.

(xxi) *Environmental Laws*. Except as disclosed in the General Disclosure Package, neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company and except as set forth in the Merger Agreement Disclosures, Target nor any of its subsidiaries, is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**environmental laws**"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would, individually or in the aggregate, have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim.

(xxii) *Accurate Disclosure*. The statements in the General Disclosure Package and the Final Prospectus under the headings "Recent Developments," under the caption "Risk Factors—Risks Related to the Coniston Transactions — Newco may be liable for significant potential contingent tax liabilities arising out of the Coniston Transactions and certain related transactions, or out of prior activities of Newco unrelated to those transactions," "The Eclipsys Merger," "Description of our Capital Stock" and "Certain U.S. Federal Tax Consequences," and in the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2010 under the caption "Risk Factors—Risks Related to Our Industry—We are subject to a number of existing laws, regulations and industry initiatives, non-compliance with certain of which could materially affect our operations or otherwise adversely affect our business, financial condition and results of operations, as we are susceptible to a changing regulatory environment," insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings and present the information required to be shown.

(xxiii) *Absence of Manipulation*. The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(xxiv) *Statistical and Market-Related Data*. Any third party statistical and market-related data included or incorporated by reference in a Registration Statement, a Statutory Prospectus or the General Disclosure Package are based on or derived from sources that the Company believes to be reliable and accurate.

(xxv) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. Except as set forth in the General Disclosure Package, the Company, its subsidiaries and the Company's Board of Directors (the "**Company Board**") and, to the knowledge of the Company and except as set forth in the Merger Agreement Disclosures, Target, its subsidiaries and Target's Board of Directors (the "**Target Board**") are in compliance with Sarbanes-Oxley and all applicable Exchange Rules. Each of the Company and, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (with respect to the Company, "**Company Internal Controls**" and with respect to Target, "**Target Internal Controls**") that complies with the Securities Laws and are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company Internal Controls are overseen by the Audit Committee (the "**Company Audit Committee**") of the Company Board, and the Target Internal Controls are overseen by the Audit Committee (the "**Target Audit Committee**") of the Target Board, in each case in accordance with Exchange Rules. Since the date of the latest audited financial statements of the Company included in the General Disclosure Package, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(xxvi) *Litigation*. Except as disclosed in the General Disclosure Package, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) to which the Company or any of its subsidiaries or, to the knowledge of the Company and except as set forth in the Merger Agreement Disclosures, Target or any of its subsidiaries is a party, or which concerns the Company, Target or any of their respective properties, that would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Company or the Selling Stockholders to perform their obligations under this Agreement, the Framework Agreement or the Merger Agreement, or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are, to the Company's knowledge, threatened.

(xxvii) *Financial Statements*. The financial statements included in the Registration Statement and the General Disclosure Package present fairly the financial position of the Company and its consolidated subsidiaries and, to the knowledge of the Company and other than as set forth in the General Disclosure Package, Target and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the schedules included in the Registration Statement present fairly the information required to be stated therein; the assumptions used in preparing the pro forma financial statements included in the Registration Statement and the General Disclosure Package provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts; the summary and selected financial and statistical data included in the Registration Statement, the General Disclosure Package and the Final Prospectus presents fairly the information shown therein and such data has been compiled on a basis consistent with the financial statements presented therein and the books and records of the Company; the Company does not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations or any "variable interest entities" within the meaning of Financial Accounting Standards Board Interpretation No. 46), not disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus; and there are no financial statements that are required to be included in the Registration Statement, the General Disclosure Package or the Final Prospectus that are not included as required.

(xxviii) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package, since the end of the period covered by the respective latest audited financial statements included in the General Disclosure Package (i) there has been no change in the condition (financial or otherwise), results of operations or business of the Company and its subsidiaries taken as a whole or, to the knowledge of the Company, Target and its subsidiaries, taken together with the Company and its subsidiaries as a whole after giving pro forma effect to the merger, that is material and adverse, (ii) except as disclosed in or contemplated by the General Disclosure Package, there has been no dividend or distribution of any kind declared, paid or made by the Company or, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target on any class of its capital stock and (iii) except as disclosed in or contemplated by the General Disclosure Package, there has been no material adverse change in the capital stock, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company and its subsidiaries or, to the knowledge of the Company, Target and its subsidiaries.

(xxix) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Offered Securities as described in the General Disclosure Package, will not be an "investment company" as defined in the Investment Company Act of 1940 (the "**Investment Company Act**").

(xxx) *Authorization of the Merger Agreement*. The Merger Agreement has been duly authorized, executed and delivered by the Allscripts Parties and, to the knowledge of the Company, Target, and constitutes a valid and legally binding agreement of the Allscripts Parties and, to the knowledge of the Company, Target, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(xxxi) *Authorization of the Framework Agreement*. The Framework Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding agreement of the Company, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(xxxii) *Taxes.* Except as would not reasonably be expected to result in a Material Adverse Effect and other than as set forth in the General Disclosure Package, the Company and each of its subsidiaries (which, for the avoidance of doubt, shall not include Newco (as defined in the Framework Agreement)) and, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target and each of its subsidiaries and Newco have filed all Federal, state, local and foreign income and franchise tax returns required to be filed through the date hereof, subject to permitted extensions, and have paid all taxes due thereon. Except as set forth in the General Disclosure Package, (i) no tax deficiency has been determined adversely to the Company or any of its subsidiaries (which, for the avoidance of doubt, shall not include Newco) or, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target or any of its subsidiaries or Newco, and (ii) the Company does not have any knowledge of any tax deficiencies, that, in the case of clauses (i) and (ii), would, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xxxiii) *Transfer Taxes.* There are no transfer taxes or other similar fees or charges under Federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement.

(xxxiv) *Compliance Under Federal Healthcare Programs.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company and other than as set forth in the Target Disclosures, Target or any of its subsidiaries nor any other person who has a direct or indirect ownership or control interest in the Company or any of its subsidiaries or in Target or any of its subsidiaries or who is an officer, director, agent or managing employee of the Company or any of its subsidiaries or of Target or any of its subsidiaries (i) has engaged in any activities which are prohibited, or are cause for criminal or civil penalties and/or mandatory or permissive exclusion from Medicare or Medicaid, under Section 1320a-7, 1320a-7a, 1320a-7b, or 1395nn of Title 42 of the United States Code, the Federal TRICARE statute, the Federal False Claims Act (31 U.S.C. §3729-3733), or the regulations promulgated pursuant to such statutes or regulations or corresponding state or local statutes; (ii) has had a civil monetary penalty assessed against it under 42 U.S.C. §1320a-7(a); (iii) is currently excluded from participation under the Medicare program

or a Federal Health Care Program (as that term is defined in 42 U.S.C. §1320a–7b(f)); or (iv) has been convicted (as that term is defined in 42 C.F.R. §1001.2) of any of the categories of offenses described in 42 U.S.C. 1320a–7(a) and 42 U.S.C. 1320a–7b(b)(1), (2) and (3), except in the case of clauses (i) and (ii), for such activities or penalties as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xxxv) *HIPAA Compliance*. Except as set forth in the General Disclosure Package, the Company, its subsidiaries and, to the knowledge of the Company, Target and its subsidiaries, are and have been in compliance with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, and all other applicable laws and its own internal procedures pertaining to privacy, data protection and the collection and use of personal information, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xxxvi) *No Prohibition on Dividends*. No subsidiary of the Company or, to the knowledge of the Company, Target is currently prohibited, directly or indirectly, from paying any dividends to the Company or Target, respectively, from making any other distribution on such subsidiary's capital stock, from repaying to the Company or Target, respectively, any loans or advances to such subsidiary from the Company or Target, respectively, or from transferring any of such subsidiary's property or assets to the Company or Target, respectively, or any other subsidiary of the Company or Target, respectively, except under the credit facilities of the Company described in the General Disclosure Package and of Target, respectively.

(xxxvii) *Insurance*. The Company and its subsidiaries and, to the knowledge of the Company and except as set forth in the Merger Agreement Disclosures, Target and its subsidiaries are insured by insurers with appropriately rated claims paying abilities against such losses and risks and in such amounts as are prudent and customary for the businesses in which they are engaged, and all material policies of insurance insuring the Company or any of its subsidiaries or, to the knowledge of the Company, Target or any of its subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect.

(xxxviii)*No Unlawful Payments*. Neither the Company nor any of its subsidiaries nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(xxxix) *Compliance with Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xl) *Compliance with OFAC*. None of the Company, any of its subsidiaries or any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"); and the Company will not, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(b) The Selling Stockholders jointly and severally represent and warrant to, and agree with, the several Underwriters that:

(i) *Title to Securities*. In respect of the Newco Shares owned by each Selling Stockholder, immediately prior to the completion of the Arsenal Exchange, such Selling Stockholder has valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code (the "UCC") free and clear of all security interests, claims, liens, equities or other encumbrances. In respect of the Offered Securities to be sold by such Selling Stockholder pursuant to this Agreement, upon completion of the Arsenal Exchange, such Selling Stockholder will, on each Closing Date, have, valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code (the "UCC") free and clear of all security interests, claims, liens, equities or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and to sell, transfer and deliver the Offered Securities to be sold by such Selling Stockholder or a security entitlement in respect of such Offered Securities.

(ii) *DTC*. Upon payment for the Offered Securities to be sold by such Selling Stockholder pursuant to this Agreement, delivery of such Offered Securities, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by the Depository Trust Company ("DTC"), registration of such Offered Securities in the name of Cede or such other nominee and the crediting of such Offered Securities on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the UCC to such Offered Securities), (A) DTC shall be a "protected purchaser" of such Offered Securities within the meaning of Section 8-303 of the UCC, (B) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Offered Securities and (C) no action based on any "adverse claim", within the meaning of Section 8-102 of the UCC, to such Offered Securities may be successfully asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, such Selling Stockholder has assumed that when such payment, delivery and crediting occurs, (x) such Offered Securities will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its charter, bylaws and applicable law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

(iii) *Absence of Further Requirements*. No consent, approval, authorization or order of, or filing with, any person (including any stockholder (including shareholders of the Selling Stockholders' direct or indirect parent), governmental agency or body or any court) is required to be obtained or made by any Selling Stockholder for the consummation of the transactions contemplated by this Agreement in connection with the offering and sale of the Offered Securities sold by the Selling Stockholders or the Framework Agreement except (i) with respect to the US

reorganization of Misys described in the Framework Agreement, which will be obtained at or prior to the First Closing Date, (ii) such as have been obtained and made under the Act and (iii) such as may be required under state securities laws.

(iv) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of this Agreement and the Framework Agreement and the consummation of the transactions herein and therein contemplated will not contravene (i) the memorandum or articles of association of any Selling Stockholder, (ii) except as would not materially and adversely affect the ability of the Selling Stockholders to perform their obligations under this Agreement or the Framework Agreement, any provision of any statute, any rule or regulation in the United Kingdom or the United States or order of any governmental agency or body or any court in the United Kingdom or the United States having jurisdiction over any Selling Stockholder, (iii) any agreement or instrument binding upon any Selling Stockholder that is material to such Selling Stockholder or (iv) the Framework Agreement..

(v) *Compliance with Securities Act Requirements*. (i) (A) At the time the Registration Statement initially became effective, (B) at the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report or form of prospectus), (C) at the Applicable Time and (D) on the Closing Date, the Registration Statement did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) (A) on its date, (B) at the time of filing the Final Prospectus pursuant to Rule 424(b) and (C) on the Closing Date, the Final Prospectus did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made; and (iii) at the Applicable Time, the General Disclosure Package did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made. This Section 2(b)(v) shall only apply to Selling Stockholder Information.

(vi) *No Undisclosed Material Information*. The sale of the Offered Securities by such Selling Stockholder under this Agreement is being made pursuant to Misys's obligations under the Framework Agreement and is not the result of any material information that is not set forth in the shareholder circular, dated as of July 29, 2010, sent to Misys' shareholders in connection with the meeting of its shareholders convened to approve the transactions contemplated by the Framework Agreement.

(vii) *Authorization of Agreement*. This Agreement has been duly authorized, executed and delivered by each Selling Stockholder and the consummation of the transactions contemplated hereby is consistent with the authorization by Misys shareholders obtained on August 13, 2010. The Framework Agreement has been duly executed and delivered by Misys and, assuming the due authorization, execution and delivery by each other party thereof, constitutes a legal, valid and binding obligation of Misys, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws of general application relating to or affecting creditors' rights generally and except for the limitations imposed by general principles of equity.

(viii) *No Finder's Fee*. Except as disclosed in the General Disclosure Package or otherwise paid in connection with the transactions described in the second paragraph of this

Agreement, there are no contracts, agreements or understandings between such Selling Stockholder and any person that would give rise to a valid claim against such Selling Stockholder or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(ix) *Absence of Manipulation*. Such Selling Stockholder has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(x) *Fair Summaries of Agreements*. The statements summarizing the terms of (a) the Framework Agreement under the caption "Recent Developments — Reduction of Misys Share Ownership" on pages S-6 through S-8 of the Statutory Prospectus (other than the statements summarizing the terms of the Commitment Letter (as defined in the Statutory Prospectus) and the related credit facilities and Misys' expected ownership percentage upon completion of the Coniston Transactions (as defined in the Statutory Prospectus)); (b) the Shared Services Agreement and the Transition Services Agreement (each as defined in the Statutory Prospectus) under the caption "Risk Factors — We currently rely on Misys for the provision of certain corporate services and the combined company will have to rely on its own resources and personnel to operate the business" on page S-30 of the Statutory Prospectus (other than the second and last sentence of such risk factor); and (c) the Shared Services Agreement (other than the third and last sentences of the relevant summary), the Aprima Medical Software Agreement, the Stock Repurchase Agreement (other than the average price and aggregate purchase price of the repurchased shares), the License Agreements (in each case as such terms are used in the Company's definitive proxy statement, dated August 26, 2009, the "Proxy Statement") and the Relationship Agreement (other than the date of such agreement specified therein) on pages 37-39 of the Proxy Statement, are accurate and fair summaries of the relevant terms of such agreements.

3. *Purchase, Sale and Delivery of Offered Securities*. On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, the Selling Stockholders agree to sell to the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Selling Stockholders that number of Firm Securities (rounded up or down, as determined by Barclays Capital Inc. in their discretion, in order to avoid fractions) obtained by multiplying the number of Firm Securities set forth opposite the name of such Selling Stockholder in Schedule A hereto by a fraction the numerator of which is the number of Firm Securities set forth opposite the name of such Underwriter in Schedule B hereto and the denominator of which is the total number of Firm Securities, at a purchase price equal to $16.368 per share for 25,000,000 shares of common stock and $16.45325 per share for 2,000,000 shares of common stock (resulting in a blended purchase price per Firm Security of $16.3743148148148), such shares allocated amongst the Underwriters in accordance with their respective purchases. The Selling Stockholders will deliver the Firm Securities to or as instructed by Barclays Capital Inc. for the accounts of the several Underwriters in a form reasonably acceptable to Barclays Capital Inc. against payment of the purchase price by the Underwriters in Federal (same day) funds by wire transfer to the bank account(s) previously designated by Misys in writing to the Underwriters or their counsel at 10:00 A.M., New York time, on August 20, 2010, or at such other time not later than seven full business days thereafter as Barclays Capital Inc. and the Company and Misys shall determine, such time being herein referred to as the "**First Closing Date**". For purposes of Rule 15c6-1 under the Exchange Act, the First Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold pursuant to the offering. Evidence of the issuance of the Firm Securities so to be delivered will be provided to Skadden, Arps, Slates, Meagher & Flom LLP at or prior to the First Closing Date.

In addition, upon written notice from the Representatives given to the Company and the Selling Stockholders from time to time not more than 30 days subsequent to the date of the Final Prospectus, the

Underwriters may purchase all or less than all of the Optional Securities at a purchase price of $16.45325 per share. The Selling Stockholders agree, severally and not jointly, to sell to the Underwriters the respective numbers of shares of Optional Securities obtained by multiplying the number of shares of Optional Securities specified in such notice by a fraction the numerator of which is 40,500 in the case of Kapiti Limited, and 4,009,500 in the case of ACT Sigmex Limited, and the denominator of which is the total number of Optional Securities (subject to adjustment by Barclays Capital Inc. to eliminate fractions), and the Underwriters agree, severally and not jointly, to purchase such Optional Securities. Such Optional Securities shall be purchased for the account of each Underwriter in the same proportion as the number of shares of Firm Securities set forth opposite such Underwriter's name bears to the total number of shares of Firm Securities (subject to adjustment by Barclays Capital Inc. to eliminate fractions) and may be purchased by the Underwriters only for the purpose of covering over-allotments made in connection with the sale of the Firm Securities. No Optional Securities shall be sold or delivered unless the Firm Securities previously have been, or simultaneously are, sold and delivered. The right to purchase the Optional Securities or any portion thereof may be exercised from time to time not more than 30 days subsequent to the date of the Final Prospectus and to the extent not previously exercised may be surrendered and terminated at any time upon notice by the Representatives to the Company and the Selling Stockholders.

Each time for the delivery of and payment for the Optional Securities, being herein referred to as an "**Optional Closing Date**," which may be the First Closing Date (the First Closing Date and each Optional Closing Date, if any, being sometimes referred to as a "**Closing Date**"), shall be determined by Barclays Capital Inc. but shall be not later than five full business days after written notice of election to purchase Optional Securities is given. The Selling Stockholders will deliver the Optional Securities being purchased on each Optional Closing Date to or as instructed by Barclays Capital Inc. for the accounts of the several Underwriters in a form reasonably acceptable to Barclays Capital Inc. against payment of the purchase price therefor in Federal (same day) funds by wire transfer to the bank account(s) previously designated by Misys in writing to the Underwriters or their counsel. Evidence of the issuance of the Optional Securities being purchased on each Optional Closing Date will be provided to Skadden, Arps, Slate, Meagher & Flom LLP at or prior to such Optional Closing Date.

4. *Offering by Underwriters*. It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as set forth in the Final Prospectus.

5. *Certain Agreements of the Company and the Selling Stockholders*. The Company agrees with the several Underwriters and the Selling Stockholders that:

(a) *Filing of Prospectuses*. The Company has filed or will file each Statutory Prospectus (including the Final Prospectus) pursuant to and in accordance with Rule 424(b) under the Act within the applicable time period specified therein. The Company has complied and will comply with Rule 433 under the Act.

(b) *Filing of Amendments; Response to Commission Requests*. At any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 under the Act would be) required to be delivered under the Act by any Underwriter or dealer, the Company will promptly advise the Representatives of any proposal to amend or supplement the Registration Statement or any Statutory Prospectus at any time and will offer the Representatives a reasonable opportunity to comment on any such amendment or supplement. The Company will also advise the Representatives promptly of (i) the filing of any such amendment or supplement, (ii) any request by the Commission or its staff for any amendment to the Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iii) the institution by the Commission of any stop order proceedings in respect of the Registration Statement or the threatening of any proceeding for that purpose, and (iv) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its reasonable best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws*. If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 under the Act would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or supplement the Final Prospectus to comply with the Act, the Company will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 7 hereof.

(d) *Rule 158*. As soon as practicable, but not later than 16 months, after the date of this Agreement, the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the date of this Agreement and satisfying the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(e) *Furnishing of Prospectuses*. The Company will furnish to the Representatives copies of the Registration Statement, including all exhibits, any Statutory Prospectus, the Final Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representatives reasonably request. The Company will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) *Blue Sky Qualifications*. The Company will arrange for the qualification of the Offered Securities for sale under the laws of such jurisdictions as the Representatives designate and will continue such qualifications in effect so long as required for the distribution; provided that in no event shall the Company be obligated to (i) qualify to do business in any jurisdiction where it is not now so qualified, (ii) to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Offered Securities, in any jurisdiction where it is not now so subject or (iii) subject itself to taxation in any jurisdiction in which it would not otherwise be subject.

(g) *Reporting Requirements*. During the period of three years hereafter, the Company will furnish to the Representatives, to the extent not available on the Commission's Electronic Data Gathering,

Analysis and Retrieval system or its successor ("**EDGAR**"), as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year and, as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders.

(h) *Payment of Expenses*. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including but not limited to any filing fees and other expenses incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions as the Representatives designate and the preparation and printing of memoranda relating thereto, costs and expenses related to the review by the Financial Industry Regulatory Authority, Inc. of the Offered Securities, costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of the Company's officers and employees and any other expenses of the Company including the chartering of airplanes, fees and expenses incident to listing the Offered Securities on the NASDAQ Stock Market and other national and foreign exchanges, fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, expenses incurred in preparing, printing and distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors; provided, however, except as set forth in this Agreement, the Underwriters shall pay their own costs and expenses, including the fees of their counsel. Notwithstanding the foregoing, the Selling Stockholders will pay any transfer taxes on the sale by the Selling Stockholders of the Offered Securities to the Underwriters.

(i) *Absence of Manipulation*. The Company and the Selling Stockholders will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Offered Securities.

(j) *Restriction on Sale of Securities by the Company*. For the period specified below (the "**Company Lock-Up Period**"), the Company will not, directly or indirectly, take any of the following actions with respect to its Securities or any securities convertible into or exchangeable or exercisable for any of its Securities ("**Company Lock-Up Securities**"): (i) offer, sell, issue, contract to sell, pledge or otherwise dispose of Company Lock-Up Securities, (ii) offer, sell, issue, contract to sell, contract to purchase or grant any option, right or warrant to purchase Company Lock-Up Securities, (iii) enter into any swap, hedge or any other agreement that transfers, in whole or in part, the economic consequences of ownership of Company Lock-Up Securities, (iv) establish or increase a put equivalent position or liquidate or decrease a call equivalent position in Company Lock-Up Securities within the meaning of Section 16 of the Exchange Act or (v) file with the Commission a registration statement under the Act relating to Company Lock-Up Securities, or publicly disclose the intention to take any such action, without the prior written consent of the Representatives; provided, that the foregoing shall not apply to (A) the issuance of Securities to the holders of common stock of Target pursuant to the Merger Agreement; (B) the issuance of equity awards to holders of Target equity awards pursuant to the Merger Agreement, as described in the General Disclosure Package; (C) the issuance of restricted stock units and performance-based awards under the Company's equity compensation plans and incentive retention plans, including any equity compensation plan and incentive retention plan assumed by the Company in connection with the Eclipsys Merger; (D) the issuance of Securities pursuant to the vesting or exercise of equity awards, restricted stock units or performance based awards, including such awards issued as described in clauses (B) and (C); (E) the Arsenal Exchange, the Share Repurchase, the Contingent Repurchase (as defined in the Framework Agreement) and the issuance of Securities pursuant to the Framework Agreement; and (F) the filing of any registration statement (x) on Form S-4 with respect to issuances pursuant to clause (A), Form S-8 or any successor forms thereto, or (y) relating solely to any of the Company's or Target's employee benefit plans.

The Company Lock-Up Period will commence on the date hereof and continue for 90 days after the date hereof or such earlier date that the Representatives consent to in writing.

(k) *Restriction on Sale of Securities by Selling Stockholders*. For the period specified below (the "**Selling Stockholders Lock-Up Period**"), each Selling Stockholder will not, directly or indirectly, take any of the following actions with respect to Securities of the Company or any securities convertible into or exchangeable or exercisable for any Securities ("**Selling Stockholders Lock-Up Securities**"): (i) offer, sell, issue, contract to sell, pledge or otherwise dispose of Selling Stockholders Lock-Up Securities, (ii) offer, sell, issue, contract to sell, contract to purchase or grant any option, right or warrant to purchase Selling Stockholders Lock-Up Securities, (iii) enter into any swap, hedge or any other agreement that transfers, in whole or in part, the economic consequences of ownership of Selling Stockholders Lock-Up Securities, (iv) establish or increase a put equivalent position or liquidate or decrease a call equivalent position in Selling Stockholders Lock-Up Securities within the meaning of Section 16 of the Exchange Act or (v) publicly disclose the intention to take any such action during the Selling Stockholders Lock-Up Period (except as required by law), without the prior written consent of the Representatives; provided, that the foregoing shall not apply (A) to the US Reorganization, the Arsenal Exchange, the Share Repurchase and the Contingent Repurchase (as defined in the Framework Agreement), in each case in accordance with the terms of the Framework Agreement (B) to the extent Misys or any of its subsidiaries is required to take any of the actions referred to in (i) through (v) above, to enable Misys to comply with Listing Rules 9.2.2A and 6.1.4(2) of the United Kingdom Listing Authority. The Selling Stockholders Lock-Up Period will commence on the date hereof and continue for 90 days after the date hereof or such earlier date that the Representatives consent to in writing.

(l) *Replacement Registration Statement*. If immediately prior to the Renewal Deadline (as hereinafter defined), any of the Offered Securities remain unsold by the Underwriters, the Company will prior to the Renewal Deadline use its reasonable best efforts to file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Offered Securities, in a form reasonably satisfactory to the Representatives. If the Company is no longer eligible to file an automatic shelf registration statement, the Company will prior to the Renewal Deadline, if it has not already done so, use its reasonable best efforts to file a new shelf registration statement relating to the Offered Securities, in a form reasonably satisfactory to the Representatives, and will use its reasonable best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the expired registration statement relating to the Offered Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be. "**Renewal Deadline**" means the third anniversary of the initial effective time of the Registration Statement.

(m) *W-8BEN*. Each Selling Stockholder will deliver to the Representatives a properly completed and executed United States Internal Revenue Service Form W-8BEN (or other applicable form or statement in lieu thereof).

6. *Free Writing Prospectuses*. Except with respect to the free writing prospectus set forth on Schedule C(3), the Company and the Selling Stockholders represent and agree that, unless they obtain the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405 under the Act, required to be filed with the Commission. The free writing prospectuses set forth on Schedule C(3) and any such free writing prospectus consented to by the Company and the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing

prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 under the Act applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping.

7. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Firm Securities on the First Closing Date and the Optional Securities to be purchased on each Optional Closing Date will be subject to the accuracy of the representations and warranties of the Company and the Selling Stockholders herein (as though made on such Closing Date) in all material respects, provided that if any representation and warranty includes a materiality qualification (including the words "Material Adverse Effect," "material," "in all material respects" and like words) then such representation and warranty shall be true and correct in all respects; to the accuracy of the statements of Company officers made pursuant to the provisions hereof; to the performance by the Company and the Selling Stockholders of their obligations hereunder; and to the following additional conditions precedent:

(a) *Accountants' Comfort Letters*. The Representatives shall have received (i) a letter with respect to the Company dated the date hereof and each Closing Date, of PricewaterhouseCoopers LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and substantially in the form of Schedule D-1 hereto (except that, in any letter dated a Closing Date, the specified date referred to in Schedule D-1 hereto shall be a date no more than three days prior to such Closing Date), and (ii) a letter with respect to Target dated the date hereof and each Closing Date, of PricewaterhouseCoopers LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and substantially in the form of Schedule D-2 hereto (except that, in any letter dated a Closing Date, the specified date referred to in Schedule D-2 hereto shall be a date no more than three days prior to such Closing Date).

(b) *Filing of Prospectus.* The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 5(a) hereof. No stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of any Selling Stockholder, the Company or any Underwriter, threatened by the Commission.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations or business of (x) with respect to all matters pertaining to the Company and its subsidiaries, the Company and its subsidiaries, taken as a whole or (y) with respect to all matters pertaining to Target and its subsidiaries, the Company and its subsidiaries taken as a whole after giving pro forma effect to the Merger, which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market the Offered Securities; (ii) any downgrading in the rating assigned to the Company or the debt securities or preferred stock, if any, of the Company by any nationally recognized statistical rating organization, or any public announcement that any such organization has under surveillance or review, with possible negative implications, any such rating assigned to the Company or the debt securities or preferred stock, if any, of the Company or any announcement that the Company has been placed on negative outlook; (iii) any change in either U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, impractical to market or to enforce contracts for the sale of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market; (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange or the NASDAQ Stock Market, or any setting of minimum or maximum prices for trading on such exchange; (v) or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (vi) any banking moratorium declared by any U.S. Federal or New York authorities; (vii) any major disruption of

settlements of securities, payment, or clearance services in the United States or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it impractical or inadvisable to market the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(d) *Opinion of Counsel for the Company*. The Representatives shall have received an opinion, dated such Closing Date, of Sidley Austin LLP, counsel for the Company, in the form attached hereto as Schedule H.

(e) *Opinion of Counsel for Target*. The Representatives shall have received an opinion, dated such Closing Date, of King & Spalding LLP, counsel for Target, in the form attached hereto as Schedule I.

(f) *Opinion of Counsel for Selling Stockholders*. The Representatives shall have received opinions, dated such Closing Date, of Allen & Overy LLP, counsel for the Selling Stockholders in the United States and in the United Kingdom, respectively, in the form attached hereto as Schedules J-1 and J-2.

(g) *Opinion of Counsel for Underwriters.* The Representatives shall have received from Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, such opinion or opinions, dated such Closing Date, with respect to such matters as the Representatives may require, and the Selling Stockholders and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(h) *Officers' Certificate of Company*. The Representatives shall have received a certificate, dated such Closing Date, of the chief executive officer and chief financial officer of the Company in which such officers shall state that: (i) the representations and warranties of the Company in this Agreement are true and correct as of the Closing Date in all material respects, provided that if any representation and warranty includes a materiality qualification (including the words "Material Adverse Effect," "material," "in all material respects" and like words) then such representation and warranty shall be true and correct in all respects; the Company has complied with all agreements required on its part to be performed hereunder at or prior to such Closing Date and satisfied all conditions on its part required to be satisfied hereunder at or prior to such Closing Date; (ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge and after reasonable investigation, are contemplated or threatened by the Commission; and (iii) subsequent to the date of the most recent financial statements in the General Disclosure Package, there has been no material adverse change in the condition (financial or otherwise), results of operations or business of (x) the Company and its subsidiaries taken as a whole or (y) to the knowledge of the Company and other than as set forth in the Target Disclosure Package, the Target and its subsidiaries taken as a whole, except in each case as set forth in the General Disclosure Package or as described in such certificate.

(i) *Director's Certificates of Selling Stockholders*. The Representatives shall have received a certificate, dated such Closing Date, of a director of each of the Selling Stockholders in which such director shall state that: (i) the representations and warranties of the respective Selling Stockholder in this Agreement are true and correct in all material respects, provided that if any representation and warranty includes a materiality qualification (including the words "Material Adverse Effect," "material," "in all material respects" and like words) then such representation and warranty shall be true and correct in all respects; and (ii) the respective Selling Stockholder has complied with all agreements required on its part to

be performed hereunder at or prior to such Closing Date and satisfied all conditions required on its part to be satisfied hereunder at or prior to such Closing Date.

(j) *Lock-Up Agreements*. The "lock-up" agreements, each substantially in the form set forth in Schedule E hereto, between the Representatives, on the one hand, and the executive officers, directors and director-nominees of the Company (as set forth on Schedule F), on the other hand, relating to sales and certain other dispositions of Securities, delivered to the Representatives prior to the date hereof, shall be in full force and effect.

(k) *Chief Financial Officer's Certificate*. The Representatives shall have received on and as of the First Closing Date a certificate of the chief financial officer of the Company (i) confirming that the chief financial officer is familiar with the books and records and internal accounting practices, policies, procedures and controls of the Company and has had responsibility for accounting matters with respect to the Company, (ii) confirming that the chief financial officer has reviewed the identified information, which is included in the General Disclosure Package and (iii) attesting to the accuracy of the identified information.

The Selling Stockholders and the Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder, whether in respect of an Optional Closing Date or otherwise.

8. *Indemnification and Contribution*.

(a) *Indemnification of Underwriters by the Company*. The Company will indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, a "**Company Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Company Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus, any Issuer Free Writing Prospectus or any other materials reviewed and consented to by the Company and included on Annex I hereto, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Company Indemnified Party for any legal or other expenses reasonably incurred by such Company Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Company Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information specified in subsection (c) below.

(b) *Indemnification of Underwriters by Selling Stockholders*. The Selling Stockholders, jointly and severally, will indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, a "**Selling Stockholders Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Selling Stockholders Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of any Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by Misys specifically for use therein, which information consists of the disclosure identified in Schedule G hereto (the "**Selling Stockholder Information**"), and will reimburse each Selling Stockholders Indemnified Party for any legal or other expenses reasonably incurred by such Selling Stockholders Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Selling Stockholders Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to the above as such expenses are incurred; provided, however, that the Selling Stockholders will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information specified in subsection (c) below. The liability of the Selling Stockholders under the indemnity agreement contained in this subsection (c) shall be limited to an amount equal to the aggregate price paid to the Selling Stockholders pursuant to Section 3 of this Agreement.

(c) *Indemnification of Company and Selling Stockholders*. Each Underwriter will severally and not jointly indemnify and hold harmless the Company, each of its directors and each of its officers who signs a Registration Statement, the Selling Stockholders, Misys and each person, if any, who controls each of them within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and each Selling Stockholder (each, an "**Underwriter Indemnified Party**"), against any losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter: the concession figure appearing in the fourth paragraph under the caption "Underwriting" and the information contained in the first sentence of the twelfth paragraph concerning stabilizing transactions under the caption "Underwriting."

(d) *Actions against Parties; Notification*. Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a), (b) or (c) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a), (b) or (c) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a), (b) or (c) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(e) *Contribution*. If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a), (b) or (c) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Selling Stockholders or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (e). Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint. The Company, the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8(e) were determined by pro rata allocation

(even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8(e).

9. *Default of Underwriters*. If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder on either the First or any Optional Closing Date and the aggregate number of shares of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total number of shares of Offered Securities that the Underwriters are obligated to purchase on such Closing Date, the Representatives may make arrangements satisfactory to the Company and the Selling Stockholders for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by such Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on such Closing Date. If any Underwriter or Underwriters so default and the aggregate number of shares of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total number of shares of Offered Securities that the Underwriters are obligated to purchase on such Closing Date and arrangements satisfactory to the Representatives, the Company and the Selling Stockholders for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholders, except as provided in Section 10 (provided that if such default occurs with respect to Optional Securities after the First Closing Date, this Agreement will not terminate as to the Firm Securities or any Optional Securities purchased prior to such termination). As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. *Survival of Certain Representations and Obligations*. The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the Company or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If the purchase of the Offered Securities by the Underwriters is not consummated due to (i) the failure to achieve the conditions precedent provided for in Sections 7(a), 7(b), 7(c)(i) (unless the condition in 7(h) is satisfied), 7(c)(ii), 7(c)(v), 7(d), 7(e), 7(h), 7(j) or 7(k), then the Company, or (ii) the failure of the Selling Stockholders to deliver the Securities as provided for in Section 3 or the failure to achieve the conditions precedent provided for in 7(f) or 7(i), then the Selling Stockholders jointly and severally, will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities, and the respective obligations of the Company and the Underwriters pursuant to Section 8 hereof shall remain in effect. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect.

11. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Representatives, c/o (a) Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, NY 10010-3629, Attention: LCD-IBD, (b) Barclays Capital Inc., 745 Seventh Avenue, New York, NY 10019, Attention: Syndicate Registration, with a copy to the Director of Litigation, Office of the General Counsel, (c) J.P. Morgan Securities Inc., 383 Madison Avenue, New York, NY 10179, Attention: Equity Syndicate Desk and (d) UBS Securities LLC, 299 Park Avenue, New York, NY 10171-0026; or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654, Attention: Corporate Secretary; or, if sent to the Selling Stockholders, will be mailed, delivered or telegraphed and confirmed to them at One Kingdom Street, Paddington, London W2 6BL, United Kingdom, Attention: General Counsel with a copy to Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY 10020, Attention: A. Peter Harwich; provided, however, that any notice to an Underwriter pursuant to Section 8 will be mailed, delivered or telegraphed and confirmed to such Underwriter.

12. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8, and no other person will have any right or obligation hereunder.

13. *Representation of Underwriters*. The Representatives will act for the several Underwriters in connection with this financing and this Agreement, and any action under this Agreement taken by the Representatives jointly will be binding upon all the Underwriters.

14. *Research Analyst Independence*. The Company and the Selling Stockholders acknowledge that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their respective investment banking divisions. The Company and the Selling Stockholders hereby waive and release, to the fullest extent permitted by law, any claims that the Company or the Selling Stockholders may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company or the Selling Stockholders by such Underwriters' investment banking divisions. The Company and the Selling Stockholders acknowledge that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

15. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

16. *Absence of Fiduciary Relationship*. The Company and the Selling Stockholders acknowledge and agree that:

(a) *No Other Relationship*. The Representatives have been retained solely to act as underwriters in connection with the sale of the Offered Securities and that no fiduciary, advisory or agency relationship between the Company or the Selling Stockholders, on the one hand, and the Representatives, on the other, has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether the Representatives have advised or are advising the Company or the Selling Stockholders on other matters;

(b) *Arms' Length Negotiations*. The price of the Offered Securities set forth in this Agreement was established by the Company and the Selling Stockholders following discussions and arms-length negotiations with the Representatives and the Company and the Selling Stockholders are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose*. The Company and the Selling Stockholders have been advised that the Representatives and their affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company or the Selling Stockholders and that the Representatives have no obligation to disclose such interests and transactions to the Company or the Selling Stockholders by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. The Company and the Selling Stockholders waive, to the fullest extent permitted by law, any claims they may have against the Representatives for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Representatives shall have no liability (whether direct or indirect) to the Company or the Selling Stockholders in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

17. *Applicable Law*. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

The Company and the Selling Stockholders hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and the Selling Stockholders irrevocably and unconditionally waive any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company, the Selling Stockholders and the several Underwriters in accordance with its terms.

[Remainder of this page intentionally left blank]

Very truly yours,

Allscripts-Misys Healthcare Solutions, Inc.

By: /s/ Lee Shapiro
Name: Lee Shapiro
Title: President

Kapiti Limited

By: /s/ Nick Farrimond
Name: Nick Farrimond
Title: Director

Act Sigmex Limited

By: /s/ Nick Farrimond
Name: Nick Farrimond
Title: Director

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

Credit Suisse Securities (USA) LLC

By: /s/ C. Cullom Davis
Name: C. Cullom Davis
Title: Managing Director

Barclays Capital Inc.

By: /s/ Mark D. Hanson
Name: Mark D. Hanson
Title: Managing Director

J.P. Morgan Securities Inc.

By: /s/ Ted Omlid
Name: Ted Omlid
Title: Vice President

UBS Securities LLC

By: /s/ M. Robert DiGia
Name: M. Robert DiGia
Title: Managing Director

By: /s/ Brice Baradel
Name: Brice Baradel
Title: Executive Director

Acting on behalf of themselves and as the Representatives of the several Underwriters

SCHEDULE A

Selling Stockholder	Number of Firm Securities to be Sold	Number of Optional Securities to be Sold
Kapiti Limited	270,000	40,500
ACT Sigmex Limited	26,730,000	4,009,500
Total	27,000,000	4,050,000

SCHEDULE B

Underwriter	Number of Firm Securities to be Purchased
Credit Suisse Securities (USA) LLC	10,758,118
Barclays Capital Inc.	9,209,391
J.P. Morgan Securities Inc.	4,224,554
UBS Securities LLC	2,807,937
Total	27,000,000

SCHEDULE C

1. **General Use Free Writing Prospectuses (included in the General Disclosure Package)**

"General Use Issuer Free Writing Prospectus" includes each of the following documents:

None

2. **Other Information Included in the General Disclosure Package**

The following information is also included in the General Disclosure Package:

Price per share to the public: $17.05

Number of shares of sold to the public: 27,000,000 (excluding over-allotment option of 4,050,000)

3. **Permitted Free Writing Prospectuses**

None

SCHEDULE D-1

ACCOUNTANTS' COMFORT LETTER WITH RESPECT TO COMPANY

SCHEDULE D-2

ACCOUNTANTS' COMFORT LETTER WITH RESPECT TO TARGET

SCHEDULE E

[FORM OF LOCK-UP AGREEMENT]

August ___, 2010

Credit Suisse Securities (USA) LLC
Barclays Capital Inc.
J.P. Morgan Securities Inc.
UBS Securities LLC,
As Representatives of the Several Underwriters,
c/o Credit Suisse Securities (USA) LLC,
Eleven Madison Avenue,
New York, NY 10010-3629

Dear Sirs:

The undersigned understands that you, as Representatives of the several Underwriters named in Schedule B to the Underwriting Agreement (the "**Underwriters**"), propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Kapiti Limited and ACT Sigmex Limited, each a limited company incorporated under the laws of England and Wales (together, the "**Selling Stockholders**"), and Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Offering**") of common stock, par value $0.01 per share, of the Company (the "**Securities**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

As an inducement to the Underwriters to execute the Underwriting Agreement, the undersigned hereby agrees that during the period specified in the following paragraph (the "**Lock-Up Period**"), the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any Securities or securities convertible into or exchangeable or exercisable for any Securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such aforementioned transaction is to be settled by delivery of the Securities or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, your prior written consent. In addition, the undersigned agrees that, without your prior written consent, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any Securities or any security convertible into or exercisable or exchangeable for the Securities.

The Lock-Up Period will commence on the date of this Lock-Up Agreement and continue and include the date 90 days after the public offering date set forth on the final prospectus used to sell the Securities (the "**Public Offering Date**") pursuant to the Underwriting Agreement.

Any Securities received upon exercise of options granted to the undersigned will also be subject to this Lock-Up Agreement. Any Securities acquired by the undersigned in the open market will not be subject to this Lock-Up Agreement. A transfer of Securities may be made (i) to a family member or trust, (ii) by *bona fide* gift for charitable or estate planning purposes, (iii) by will or by operation of law, or (iv) in connection with the satisfaction of withholding obligations in connection with the vesting of restricted stock units (including performance-based restricted stock units) awarded by the Company under an equity compensation plan; provided, that in the case of clauses (i), (ii) and (iii), the transferee agrees to be bound in writing by the terms of this Lock-Up Agreement prior to such transfer, such transfer shall not involve a disposition for value and no filing by any party (donor, donee, transferor or transferee) under the Securities Exchange Act of 1934 (the "**Exchange Act**") shall be required or shall be voluntarily made in connection with such transfer (other than a filing on a Form 5 made after the expiration of the Lock-Up Period).

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

This Lock-Up Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Lock-Up Agreement shall lapse and become null and void if (i) the Public Offering Date shall not have occurred on or before September 16, 2010, (ii) prior to the execution of the Underwriting Agreement, upon written notice delivered by the Company or the Selling Stockholders to the Underwriters of their determination not to proceed with the Public Offering prior to the end of the Lock-Up Period or (iii) following execution of the Underwriting Agreement, the termination of the Underwriting Agreement before the sale of any Securities to the Underwriters. **This Lock-Up Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.**

Very truly yours,

Name: _____

Title: _____

SCHEDULE F

LIST OF EXECUTIVE OFFICERS AND DIRECTORS OF THE COMPANY SUBJECT TO LOCK-UP AGREEMENTS

Directors

Michael Lawrie
Kelly J. Barlow
Sir Dominic Cadbury
Cory A. Eaves
Marcel L. "Gus" Gamache
Glen E. Tullman
Philip M. Pead
Michael J. Kluger
Philip D. Green
John G. King
Stephen Wilson
Edward A. Kangas
Eugene V. Fife

Officers (other than Directors who serve as Officers)

William J. Davis
Lee A. Shapiro
Eileen McPartland
Jeff A. Surges
Kent Alexander
Diane K. Adams

SCHEDULE G
SELLING STOCKHOLDER INFORMATION

1. The following information set forth under the caption "Selling Stockholders" in the Final Prospectus:

(a) the first and third sentences of the second paragraph;

(b) the number of shares of the Company's common stock (i) beneficially owned by the Selling Stockholders prior to the offering being made pursuant to this Agreement, (ii) being sold in such offering, (iii) subject to the Underwriters' over-allotment option and (iv) beneficially owned by the Selling Stockholders after such offering assuming full exercise of the Underwriters over-allotment option, each as set forth in the table; and

(c) the third sentence of the first footnote, the second footnote and the second and third sentences of the fourth footnote to such table.

SCHEDULE H
FORM OF OPINION OF SIDLEY AUSTIN LLP

1. The Company has been duly incorporated and is a corporation validly existing and in good standing under the laws of the State of Delaware.

2. The Company has corporate power and authority to conduct its business as described in the Prospectus.

3. The authorized equity capitalization of the Company is as set forth in the Prospectus Supplement.

4. Each of the Underwriting Agreement, the Merger Agreement dated June 9, 2010 (the "Merger Agreement") among the Company, Eclipsys Corporation ("Eclipsys") and Arsenal Merger Corp., and the Framework Agreement dated June 9, 2010, as amended on July 26, 2010 (as amended, the "Framework Agreement") between Misys plc ("Misys") and the Company, has been duly authorized, executed and delivered by the Company.

5. The Selling Stockholders' Shares have been duly authorized by the Company and are validly issued, fully paid and non-assessable.

6. No consent, approval, filing, authorization or other order of any federal regulatory body, federal administrative agency or other federal governmental body of the United States of America or any state regulatory body, state administrative agency or other state governmental body is required under Applicable Laws for the execution and delivery by the Company of the Underwriting Agreement and the performance of its obligations thereunder.

7. The execution and delivery by the Company of the Underwriting Agreement and the performance of its obligations thereunder and the sale of the Selling Stockholders' Shares do not (a) violate the certificate of incorporation or by-laws of the Company, (b) to our knowledge, result in a violation by the Company of any Applicable Laws, (c) result in a violation by the Company of any order or decree listed in Schedule I hereto, or (d) result in any breach of, or constitute a default under, any of the agreements or instruments listed in Schedule II hereto.

8. The Registration Statement has become effective under the 1933 Act; each of the Preliminary Prospectus and the Prospectus has been filed pursuant to Rule 424(b) of the 1933 Act Regulations within the required time period; and, to our knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending by the Commission.

9. The Registration Statement, as of the date it first became effective, the Registration Statement (including the information in the Prospectus that was omitted from the Registration Statement at the time it first became effective but that is deemed, pursuant to Rule 430B(f) of the 1933 Act Regulations, to be part of and included in the Registration Statement), at August 16, 2010, and the Prospectus, as of the date of the Prospectus Supplement, each appeared on its face to be appropriately responsive in all material respects relevant to the offering of the Selling Stockholders' Shares to the applicable requirements of the 1933 Act and the 1933 Act Regulations for registration statements on Form S-3 or related prospectuses, as the case may be, except in each case that we express

no opinion with respect to (A) financial statements and schedules and other financial or statistical data included or incorporated by reference therein or omitted therefrom and (B) the Incorporated Documents.

10. The Incorporated Documents, as of the respective dates they were filed with the Commission, each appeared on its face to be appropriately responsive in all material respects to the applicable requirements of the 1934 Act and the rules and regulations of the Commission thereunder applicable thereto, except in each case that we express no opinion with respect to financial statements and schedules and other financial or statistical data included or incorporated by reference therein or omitted therefrom.

11. The statements in the Prospectus under the caption "Description of Capital Stock," to the extent that such statements purport to describe certain provisions of the DGCL as currently in effect or of the Company's certificate of incorporation, after giving effect to the Fourth Amended and Restated Certificate of Incorporation of the Company attached as Exhibit 2 to the Framework Agreement, accurately describe such provisions in all material respects, except that we express no opinion in this paragraph with respect to any statements regarding the number of outstanding shares of Common Stock.

12. The statements in the Prospectus under the caption "The Eclipsys Merger," to the extent that such statements purport to describe certain provisions of the Merger Agreement and Framework Agreement as currently in effect accurately describe such provisions in all material respects.

13. The statements in the Prospectus under the caption "Certain U.S. Federal Tax Consequences for Non-U.S. Holders," to the extent that such statements purport to describe matters of United States federal income tax law and regulations or legal conclusions with respect thereto, accurately describe such matters in all material respects.

14. The Company is not and, after giving effect to the offering and sale of the Selling Stockholders' Shares, will not be required to be registered as an "investment company" as defined in the 1940 Act.

In acting as counsel to the Company in connection with the transactions described in the first paragraph above, we have participated in conferences with officers and other representatives of the Company, representatives of the independent public accountants for the Company and your representatives and counsel, at which conferences certain contents of the Registration Statement, the Preliminary Prospectus and the Prospectus and related matters were discussed. Although we are not passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements included or incorporated by reference in or omitted from the Registration Statement, the Preliminary Prospectus, the Prospectus or the Incorporated Documents and have made no independent check or verification thereof (except as set forth in paragraphs (xi), (xii) and (xiii) above), based upon our participation in such conferences, no facts have come to our attention that have caused us to believe that, insofar as is relevant to the offering of the Selling Stockholders' Shares:

1. the Registration Statement, at the time it first became effective, or the Registration Statement (including the information in the Prospectus that was omitted from the Registration Statement at the time it first became effective but that is deemed, pursuant to Rule 430B(f) of the 1933 Act Regulations, to be part of and included in the Registration Statement), at August 16, 2010, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

2. the Preliminary Prospectus, as of 6:00 p.m. (New York City time) on August 16, 2010, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

3. the Prospectus, as of the date of the Prospectus Supplement or on the date hereof, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading,

except in each case that we express no belief and make no statement with respect to financial statements and schedules and other financial or statistical data included or incorporated by reference in or omitted from the Registration Statement, the Preliminary Prospectus, the Prospectus or the Incorporated Documents.

FORM OF OPINION OF ALLSCRIPTS' GENERAL COUNSEL

1. Each subsidiary of the Company is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, with power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus.

2. There are no contracts, agreements or understandings between the Company and any person granting such person registration rights or pre-emptive rights that are not described in the Prospectus.

3. The Selling Stockholders' Shares conform to the description of such Selling Stockholders' Shares contained in the Prospectus and, to my knowledge, none of the outstanding shares of capital stock of the Company have been issued in violation of any preemptive or similar rights of any security holder.

4. The statements in the Company's Annual Report on 10-K for the fiscal year ended May 31, 2010 under the risk factor captioned "We are subject to a number of existing laws, regulations and industry initiatives, non-compliance with certain of which could materially adversely affect our operations or otherwise adversely affect our business, financial condition and results of operations, and we are susceptible to a changing regulatory environment," to the extent such statements purport to describe legal conclusions with respect thereto, have been reviewed by me and, to my knowledge, accurately describe such matters in all material respects.

SCHEDULE I

FORM OF OPINION OF KING & SPALDING LLP
AS COUNSEL FOR THE TARGET

1. Target is a corporation existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business as a foreign corporation in good standing in the State of Georgia.

2. Target has corporate power and authority to conduct its business as described in the Prospectus.

SCHEDULE J-1

FORM OF OPINION OF ALLEN & OVERY LLP
AS COUNSEL FOR THE SELLING STOCKHOLDERS IN THE UNITED STATES

1. The Underwriting Agreement has been duly executed and delivered by the Selling Stockholders insofar as New York law is concerned.

2. The execution and delivery by the Selling Stockholders of the Underwriting Agreement and the performance by the Selling Stockholders of their respective obligations thereunder and the consummation of the transactions contemplated thereby do not and will not result in any violation of any Applicable Laws (other than the federal securities laws of the United States as to which we express no opinion) or contravene any of the terms or provisions of the Material Agreements, in each case except for such violations or contraventions which would not materially and adversely affect the ability of the Selling Stockholders to perform their respective obligations under the Underwriting Agreement.

3. No authorization, approval or consent of, and no filing or registration with, any governmental or regulatory authority or agency of the United States or of the State of New York is required under Applicable Laws on the part of the Selling Stockholders for the execution, delivery or performance by the Selling Stockholders of the Underwriting Agreement other than those required under the Act or the Exchange Act, or the rules and regulations thereunder, and other than those which have been obtained or effected (or as may be required under the securities or blue sky laws of the various States of the United States, as to which we express no opinion).

4. Based solely on Section 8-502 of the New York UCC, an action based on an adverse claim to the financial asset consisting of Securities deposited in or held in the DTC Account in which an Underwriter has a security entitlement, whether such action is framed in conversion, replevin, constructive trust, equitable lien, or other theory, may not be successfully asserted against such Underwriter, provided that (i) such Underwriter acquires security entitlements under Section 8-501 of the New York UCC with respect to such Securities from DTC, (ii) such Underwriter acquired such security entitlements for value by making payment for such Securities as provided in the Underwriting Agreement and (iii) neither the Representatives nor any Underwriter has notice of any adverse claims with respect to such Securities.

SCHEDULE J-2

FORM OF OPINION OF ALLEN & OVERY LLP
AS COUNSEL FOR THE SELLING STOCKHOLDERS IN THE UNITED KINGDOM

1. Status: Each Selling Stockholder is a company duly incorporated and registered under the laws of England which is not in liquidation.

2. Power and Authority: Each Selling Stockholder has the corporate power to execute, deliver and perform its obligations under the Underwriting Agreement and the execution, delivery and performance of the Underwriting Agreement by it have been duly authorised by all necessary corporate action.

3. Due execution: The Underwriting Agreement has been duly executed and delivered by the Selling Stockholders insofar as English law is concerned;

4. Non-conflict: The execution, delivery and performance of the Underwriting Agreement by the Selling Stockholders and the transactions and matters contemplated thereby do not and will not violate: (i) any existing English law applicable to companies generally; (ii) in the case only of the Selling Stockholder, the memorandum and articles of association of each such Selling Stockholder; or (iii) the resolutions passed by the Misys Shareholders as referred to at paragraph 2(n) above.

5. Authorisations: No consents, approvals, authorisations or other requirements of governmental, judicial or public bodies and authorities of or in England are required by Misys or the Selling Stockholders in connection with their entry into the Underwriting Agreement or the sale of the Securities to the Underwriters.

ANNEX I

1. Secondary offering roadshow presentation, dated August 16, 2010

Exhibit 99.20

EXECUTION COPY

AMENDED AND RESTATED RELATIONSHIP AGREEMENT

by and between

MISYS PLC

and

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

dated as of August 20, 2010

CONTENTS

THIS AMENDED AND RESTATED RELATIONSHIP AGREEMENT dated as of August 20, 2010, is made and entered into

BETWEEN:

(1) **Misys plc**, a public limited company incorporated under the laws of England and Wales (**Manchester**); and

(2) **Allscripts-Misys Healthcare Solutions, Inc**., a Delaware corporation (**Arsenal**); together, the **Parties**.

WHEREAS:

(A) Manchester acquired direct and indirect ownership of approximately fifty-four and one-half percent (54.5%) of the then issued and outstanding Arsenal Shares pursuant to an Agreement and Plan of Merger, dated March 17, 2008, entered into by and among Manchester, Misys Healthcare Systems, LLC, Arsenal Healthcare Solutions Inc. and Patriot Merger Company, LLC (the **Merger**);

(B) Manchester and Arsenal entered into the Original Relationship Agreement (as defined below) to govern the relationship between them and to ensure that, among other things, Manchester would continue to comply with its UK Regulatory Requirements and Arsenal would continue to comply with its US Regulatory Requirements following the Merger;

(C) Manchester and Arsenal entered into a Framework Agreement dated as of June 9, 2010 (the **Framework Agreement**) pursuant to which Manchester and Arsenal agreed, among other things and subject to certain conditions, to reduce Manchester's existing indirect shareholding in Arsenal through (i) a repurchase by Arsenal of certain Arsenal Shares held indirectly by Manchester through its subsidiaries Misys Patriot Limited (**MPL**), Kapiti Limited (**Kapiti**) and ACT Sigmex Limited (**ACTS**) and (ii) a secondary public offering by Kapiti and ACTS of additional Arsenal Shares (the transactions described in clauses (i) and (ii), the **Coniston Transaction**);

(D) Arsenal has entered into an Agreement and Plan of Merger dated as of June 9, 2010 (the **Merger Agreement**) with Eclipsys Corporation, a Delaware corporation (**Emerald**), pursuant to and subject to the terms and conditions of which the stockholders of Emerald would receive newly issued Arsenal Shares as consideration (the **Emerald Transaction**), it being understood that under no circumstances would the Emerald Transaction be consummated prior to the closing of the Coniston Transaction (the **Coniston Closing**); and

(E) In connection with and subject to the Coniston Closing, Manchester and Arsenal desire to amend and restate the Original Relationship Agreement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein and in the Framework Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Manchester and Arsenal hereby agrees that the Original Relationship Agreement is hereby amended and restated in its entirety as follows:

1. INTERPRETATION

1.1 In this Agreement:

13D Group means any group of Persons that is required under Section 13(d) of the Exchange Act and the rules and regulations thereunder to file a statement on Schedule 13D with the SEC as a "person" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the Equity Securities of Arsenal.

Acquired Person shall have the meaning ascribed to such term in Section 11.1 hereof.

ACTS means ACT Sigmex Limited, a limited company formed under the Laws of England and Wales and a subsidiary of Manchester.

Affiliate means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person. For purposes of this Agreement, Manchester and its Subsidiaries, on the one hand, and Arsenal and its Subsidiaries, on the other hand, shall not be deemed Affiliates of each other.

Agreement means this Amended and Restated Relationship Agreement.

Arsenal shall have the meaning ascribed to such term in the first paragraph of this Agreement.

Arsenal Board shall have the meaning ascribed to such term in Section 3.1 hereof.

Arsenal Chairman shall have the meaning ascribed to such term in Section 4.1 hereof.

Arsenal Non-Executive Chairman Term shall have the meaning ascribed to such term in Section 4.4 hereof.

Arsenal Shares means the issued and outstanding shares of common stock of Arsenal, par value $0.01 per share.

beneficially own (or any similar phrase) shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

business day means any day except Saturday, Sunday or any day on which banks or stock exchanges are generally not open for business in the City of New York, New York or the City of London, England.

Chairman Agreement means the Employment Agreement, dated as of the date hereof, by and between Arsenal and Philip M. Pead, which shall be effective as of the Emerald Closing.

Companies Act (UK) means the Companies Act 2006, as amended from time to time.

Confidential Information shall have the meaning ascribed to such term in Section 9.1 hereof.

Coniston Closing shall have the meaning ascribed to such term in the Recitals hereof.

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

Coniston Transaction shall have the meaning ascribed to such term in the Recitals hereof.

Contingent Repurchase shall have the meaning ascribed to such term in the Framework Agreement.

Contingent Repurchase Closing means the consummation of the Contingent Repurchase.

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

Control (including, with its correlative meanings, **Controlled by** and **under common Control with**) means, with respect to any Person, any of the following: (a) ownership, directly or indirectly, by such Person of equity securities entitling it to exercise in the aggregate more than fifty percent (50%) of the voting power of the entity in question or (b) the possession by such Person of the power, directly or indirectly, to elect a majority of the board of directors (or equivalent governing body) of the entity in question.

Disclosing Party shall have the meaning ascribed to such term in Section 9.1 hereof.

Disclosure and Transparency Rules (UK) means the disclosure and transparency rules of the FSA.

Emerald shall have the meaning ascribed to such term in the Recitals hereof.

Emerald Closing means the consummation of the Emerald Transaction.

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

Emerald Designee shall have the meaning ascribed to such term in Section 4.2 hereof.

Emerald Transaction shall have the meaning ascribed to such term in the Recitals hereof.

Equity Security means any Arsenal Shares or other equity security of Arsenal, or option, warrant, right or other security convertible, or exercisable into or exercisable for equity securities of Arsenal.

Excepted Transaction shall have the meaning ascribed to such term in Section 11.1 hereof.

Exchange Act means the U.S. Securities Exchange Act of 1934, as amended.

FINRA means the U.S. Financial Industry Regulatory Authority.

First Arsenal Chairman means Marcel L. Gamache.

Framework Agreement shall have the meaning ascribed to such term in the Recitals hereof.

FSA means the UK Financial Services Authority.

Governmental Authority means any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

Governmental Authorization means any permit, consent, approval, authorization, waiver, grant, concession, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Governmental Authority.

Independent Director means a director who, with respect to Arsenal, meets the criteria for independence established by Nasdaq.

Kapiti means Kapiti Limited, a limited company formed under the Laws of England and Wales and a subsidiary of Manchester.

Law means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including common law), rules, regulations, ordinances or codes of any Governmental Authority, and (b) orders, decisions, injunctions, judgments, awards, decrees and Governmental Authorizations of any Governmental Authority.

Listing Rules (UK) means the listing rules of the FSA.

LSE means London Stock Exchange plc.

Manchester shall have the meaning ascribed to such term in the first paragraph of this Agreement.

Manchester Directors shall have the meaning ascribed to such term in Section 3.1 hereof.

Manchester's General Counsel means the Manchester executive who holds that title at any given time.

Manchester Group means Manchester and its Subsidiaries from time to time (excluding Arsenal and its Subsidiaries from time to time).

Manchester Marks shall have the meaning ascribed to such term in Section 11.3(b) hereof.

Maximum Arsenal Percentage shall have the meaning ascribed to such term in Section 11.1 hereof.

Merger shall have the meaning ascribed to such term in the Recitals hereof.

Merger Agreement shall have the meaning ascribed to such term in the Recitals hereof.

MOSS shall have the meaning ascribed to such term in Section 11.4 hereof.

MPL means Misys Patriot Limited, a limited company formed under the Laws of England and Wales and a subsidiary of Manchester.

Nasdaq means the Nasdaq National Market.

Original Relationship Agreement means, collectively, the Relationship Agreement between the Parties dated as of March 17, 2008, as amended by the First Amendment to the Relationship Agreement, dated as of August 14, 2008, and the Second Amendment to the Relationship Agreement, dated as of January 5, 2009.

Parties means Manchester and Arsenal, with each being a **Party**.

Person means any natural person, business trust, corporation, partnership, limited liability company, joint stock company, proprietorship, association, trust, joint venture, unincorporated association or any other legal entity of whatever nature organized under any applicable Law, an unincorporated organization or any Governmental Authority.

Representatives shall have the meaning ascribed to such term in Section 9.1 hereof.

Restricted Activities shall have the meaning ascribed to such term in Section 11.3(a) hereof.

SEC means the U.S. Securities and Exchange Commission.

Second Arsenal Chairman shall have the meaning ascribed to such term in Section 4.3 hereof.

Standstill Period shall have the meaning ascribed to such term in Section 11.1 hereof.

Subsidiary means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, is Controlled by such first Person.

Transaction shall have the meaning ascribed to such term in Section 11.1 hereof.

UKLA means the UK Listing Authority.

UK Regulatory Requirements means Manchester's obligations under, inter alia, the Companies Act (UK), the Listing Rules (UK) and the Disclosure and Transparency Rules (UK) or any similar Law in effect now or in the future.

UK Takeover Code means the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers.

US Regulatory Requirements means Arsenal's obligations under, inter alia, the U.S. Securities Act of 1933, as amended, the Exchange Act, FINRA rules and regulations and the General Corporation Law of the State of Delaware or any similar Law in effect now or in the future.

Voting Securities means at any time any securities entitled to vote generally in the election of directors of Arsenal or its successors; provided, that for purposes of this definition any securities which at such time are convertible or exchangeable into or exercisable for Arsenal Shares shall be deemed to have been so converted, exchanged or exercised.

1.2 In this Agreement any reference, express or implied, to a Law includes:

(a) that Law, as amended, extended or applied by or under any other Law (before, on or after execution of this Agreement);

(b) any Law which that Law re-enacts (with or without modification); and

(c) any subordinate legislation made (before, on or after execution of this Agreement) under that Law, including (where applicable) that Law as amended, extended or applied as described in paragraph (a) above, or under any Law which it re-enacts as described in paragraph (b) above,

and Law includes any rule, regulation or requirement of the SEC, General Corporation Law of the State of Delaware, FINRA, UK Listing Authority, London Stock Exchange, FSA, the UK Takeover Code and any other body or authority acting under the authority of any Law and any legislation in any jurisdiction.

1.3 Unless the context of this Agreement otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) references to a Person are also to its permitted successors and assigns, (iii) references to any gender include the other genders, (iv) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation", (v) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (vi) the terms "day" and "days" mean and refer to calendar day(s) and (vii) the terms "year" and "years" mean and refer to calendar year(s).

1.4 The headings and captions in this Agreement and in the table of contents are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

2. DURATION

This Agreement shall take effect immediately on the date hereof and, except for the specific rights and obligations set forth herein that by their terms are intended to terminate earlier, shall continue indefinitely.

3. BOARD REPRESENTATION

3.1 The Arsenal board of directors (the **Arsenal Board**) shall consist of a number of directors fixed from time to time by the Arsenal Board. Manchester shall have the right to nominate for election to the Arsenal Board two (2) directors (the **Manchester Directors**), one of whom shall serve on the Arsenal Nominating and Governance Committee; provided, however, that the Manchester Director serving on the Arsenal Nominating and Governance Committee shall be an Independent Director and if neither Manchester Director is an Independent Director, then neither of the Manchester Directors shall serve on the Arsenal Nominating and Governance Committee; provided, further, that Manchester's right to nominate two (2) Manchester Directors for election to the Arsenal Board shall be reduced as follows:

(i) if, at any time, Manchester shall own, directly or indirectly, for more than ten (10) consecutive business days, less than 15.5 million Arsenal Shares (as adjusted pursuant to Section 13.6) but continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, the number of Manchester Directors shall be permanently (unless further reduced pursuant to clause (ii) below) reduced to one (which individual shall not serve on the Arsenal Nominating and Governance Committee);

(ii) if, at any time, Manchester shall own, directly or indirectly, for more than ten (10) consecutive business days, less than 5.0% of the then outstanding Arsenal Shares, Manchester shall permanently cease to have a right to nominate any Manchester Directors to the Arsenal Board;

(iii) if, at any time, Manchester takes an action specified in Sections 11.1(iii), 11.1(iv) or 11.1(viii) (or the board of directors of Manchester formally resolves to take an action specified in Section 11.1(xi) with regard to any action specified in Sections 11.1(iii), 11.1(iv) or 11.1(viii)) at a time when it has the right to designate a Manchester Director but no Manchester Director is then serving on the Arsenal Board, Manchester shall permanently cease to have a right to nominate any Manchester Directors to the Arsenal Board; and

(iv) if, at any time, a Manchester Director resigns from, or refuses to stand for re-election to, the Arsenal Board (A) after notifying the Arsenal Board in writing that the reason for such resignation or refusal to stand for re-election is a disagreement with Arsenal or (B) if no such written notification is provided prior to such resignation or refusal to stand for re-election, if such Manchester Director does not furnish Arsenal with a letter indicating disagreement with any disclosure by Arsenal pursuant to Item 5.02(a)(1) of Form 8-K, then Manchester shall permanently cease to have a right to nominate a replacement for such Manchester Director.

3.2 The Manchester Directors who will serve immediately following the date hereof and until the next annual meeting of stockholders shall be Stephen Wilson and John King. Thereafter, Manchester shall provide the Arsenal Manchester Nominating Committee and Nominating and Governance Committee at least one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting, with the names of the Manchester Directors that Manchester has a right to nominate pursuant to Section 3.1, if any, and the Arsenal Manchester Nominating Committee or Nominating and Governance Committee, as applicable, shall then recommend such Manchester Directors to the Arsenal Board who

shall in turn recommend such Manchester Directors for election by Arsenal stockholders. For so long as Manchester retains the right to nominate any Manchester Directors pursuant to Section 3.1, Arsenal shall use commercially reasonable efforts to (a) ensure that the Arsenal Nominating and Governance Committee (other than the Manchester Director serving thereon, if any) recommends to the Arsenal Board such Manchester Directors for election, (b) ensure that the Arsenal Board (other than any Manchester Director serving thereon) recommends to the stockholders of Arsenal such Manchester Directors for election and (c) cause the Arsenal Board to use reasonable efforts to solicit from the stockholders of Arsenal eligible to vote for the election of directors proxies in favor of such Manchester Directors. For so long as Manchester retains the right to nominate any Manchester Directors pursuant to Section 3.1, if Manchester shall fail to provide the Arsenal Manchester Nominating Committee and Nominating and Governance Committee with the names of the Manchester Director nominees as provided above, it shall be deemed that the then serving Manchester Directors shall be the Manchester nominees for election. If at any time a Manchester Director resigns or is removed from the Arsenal Board (other than pursuant to Section 3.3) and at such time Manchester would have a right to nominate such director pursuant to Section 3.1, Manchester shall be entitled to designate a replacement Manchester Director to be appointed by the Arsenal Board to fill such vacancy and serve on the Arsenal Board until the next annual meeting of stockholders.

3.3 In the case of any reduction in Manchester's ownership of Arsenal Shares such that Manchester's right to nominate Manchester Directors is reduced as set forth in Section 3.1(i) or 3.1(ii), within three (3) business days thereafter, (a) Manchester shall designate the appropriate number of Manchester Directors to resign immediately and shall use its commercially reasonable efforts to cause such Manchester Directors to so resign, (b) the Arsenal Board (following the recommendation of the Arsenal Nominating and Governance Committee) shall appoint replacement directors to serve for the remainder of the term of such Manchester Directors and (c) where Manchester's right to nominate Manchester Directors is reduced to one as set forth in Section 3.1(i), Manchester shall use its commercially reasonable efforts to cause the Manchester Director then serving on the Arsenal Nominating and Governance Committee to resign immediately from his position as a member of such committee.

3.4 Subject to compliance with Arsenal's conflict of interest policy generally applicable to all Arsenal directors, the Manchester Directors shall be furnished with all information that is provided to any other directors of Arsenal (in their capacities as such) at the same time as such information is furnished to such other directors.

3.5 At any annual meeting of Arsenal stockholders held during calendar year 2010 and at the first meeting of Arsenal stockholders held to elect directors in calendar year 2011, Manchester will cause its Voting Securities to be present for quorum purposes and will vote or cause to be voted all Voting Securities beneficially owned by any member of the Manchester Group in favor of all the directors recommended by the Arsenal Nominating and Governance Committee and the Arsenal Board. After the date of the first meeting of Arsenal stockholders held to elect directors in calendar year 2011, Manchester may vote or cause to be voted all Voting Securities beneficially owned by any member of the Manchester Group in any manner Manchester deems appropriate, including against one or more of the directors recommended by the Arsenal Nominating and Governance Committee and the Arsenal Board.

3.6 At any annual meeting of Arsenal stockholders held during calendar year 2010 and at the first meeting of Arsenal stockholders held to elect directors in calendar year 2011, except as set forth in Section 3.3 or in accordance with the recommendation of the Arsenal Nominating and Governance Committee or the Arsenal Board or in any case of removal "for cause", Manchester will not vote (and will cause not to be voted) any Voting Securities beneficially owned by any member of the Manchester Group in favor of the

removal from the Arsenal Board of any director nominated for election to the Arsenal Board by the Arsenal Nominating and Governance Committee and will cause all Voting Securities beneficially owned by any member of the Manchester Group to be voted against such removal. For avoidance of doubt, in any case of removal "for cause" or if so recommended by the Arsenal Nominating and Governance Committee or the Arsenal Board, Manchester may, but shall not be required to, vote (or cause to be voted) any Voting Securities beneficially owned by any member of the Manchester Group in favor of the removal from the Arsenal Board of any director nominated for election to the Arsenal Board by the Arsenal Nominating and Governance Committee.

4. ARSENAL CHAIRMAN

4.1 During the Arsenal Non-Executive Chairman Term (as defined below), (x) except as set forth in the second sentence of Section 4.2 below, the Chairman of Arsenal shall be a newly created position of non-executive Chairman of the Arsenal Board (the **Arsenal Chairman**) and (y) the positions of the Arsenal Chairman (or Chairman of the Arsenal Board, as the case may be) and the Chief Executive Officer of Arsenal shall be held by different persons. Arsenal shall take such actions as are necessary so as to amend the Bylaws of Arsenal to give immediate effect to the foregoing.

4.2 The First Arsenal Chairman shall serve in such role for a term that expires on the earlier of (x) the date that is two (2) years following the date hereof and (y) the date on which the Emerald Closing occurs; provided, however, that if during such term (i) the First Arsenal Chairman resigns, dies or is otherwise unable to continue to serve in such position or is removed (which removal may only be carried out by the affirmative vote of no less than a two-thirds majority of the members of the Arsenal Board) and (ii) at the time such vacancy is created Manchester has the right to nominate one or more Manchester Directors to the Arsenal Board in accordance with Section 3.1, then a replacement for the First Arsenal Chairman shall be elected by the affirmative vote of no less than a two-thirds majority of the members of the Arsenal Board to serve out the remaining term of such two (2) year period (and, for the purposes of this Section 4, such replacement shall also be referred to as the First Arsenal Chairman). In the event the term of the First Arsenal Chairman expires on the date of the Emerald Closing in accordance with clause (y) of the immediately preceding sentence, the individual designated by the Arsenal Board in accordance with terms of the Merger Agreement to serve as the Chairman of the Arsenal Board (the **Emerald Designee**) shall serve as the Chairman of the Arsenal Board for a term of three (3) years from the date of the Emerald Closing in accordance with the terms of the Merger Agreement, the Bylaws of Arsenal and the Chairman Agreement; provided, however, that if during such term (i) the Emerald Designee resigns, dies or is otherwise unable to continue to serve in such position or is removed (which removal may only be carried out by the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board) and (ii) at the time such vacancy is created Manchester has the right to nominate one or more Manchester Directors to the Arsenal Board in accordance with Section 3.1, then a replacement for the Emerald Designee shall be elected by the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board to serve out the remaining term of such three (3) year period (and, for the purposes of this Section 4, such replacement shall also be referred to as the Emerald Designee).

4.3 If at the expiration of the (x) two (2) year term of the First Arsenal Chairman or (y) the term during which the Emerald Designee serves as the Arsenal Chairman, as the case may be, Manchester continues to have the right to nominate one or more Manchester Directors to the Arsenal Board in accordance with Section 3.1, then the next Arsenal Chairman shall be elected (or the First Arsenal Chairman or the Emerald Designee, as the case may be, shall be re-elected) (in either case, the **Second Arsenal Chairman**) by the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board. The term of appointment of the Second Arsenal Chairman shall be for a period of not less than two (2)

years following the date of such election (or re-election). During the Arsenal Non-Executive Chairman Term, the removal of the Second Arsenal Chairman shall require the affirmative vote of no less than a two-thirds majority of the entire Arsenal Board.

4.4 For purposes of this Section 4, the **Arsenal Non-Executive Chairman Term** shall mean the period between the date hereof and the first to occur of (i) the date on which Manchester ceases to have the right to nominate any Manchester Directors and (ii) the expiration of the two (2) year term of the Second Arsenal Chairman (or any replacement therefor).

5. OPERATING REQUIREMENTS

5.1 For so long as Manchester continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, each of Arsenal and Manchester agrees to use its commercially reasonable efforts to ensure that it and each of its Subsidiaries continues to comply with all applicable US Regulatory Requirements and UK Regulatory Requirements from time to time (as applicable).

5.2 For so long as Manchester continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, other than with the prior written consent of Manchester, Arsenal shall not treat itself as other than a corporation for U.S. federal income tax purposes.

6. PROVISION OF INFORMATION

6.1 Arsenal shall provide, and shall cause its Subsidiaries to provide, Manchester with all information (including financial information prepared in accordance with International Financial Reporting Standards in a form consistent with past practice) as Manchester reasonably requires to comply with all applicable UK Regulatory Requirements for any period as to which Manchester is required to account for its investment in Arsenal by full consolidation or by the equity method of accounting, which in any event shall include such information relating to the period from the commencement of Arsenal's fiscal year 2011 until the date hereof.

6.2 Subject to applicable Laws and attorney-client privilege, and so long as such disclosure does not result in any reporting or disclosure obligations for Arsenal under US Regulatory Requirements, the Manchester Directors shall be entitled to disclose to such of Manchester's officers, directors, employees and advisers who have a reasonable need to receive such disclosure in connection with Manchester's investment in Arsenal, any information in such Manchester Director's possession however obtained that relates to Arsenal or any of its Subsidiaries; provided, that Manchester shall ensure that each such recipient is aware, where such is the case, of the confidential nature of such information and, in any such case, Manchester shall use commercially reasonable efforts to cause each such recipient to treat such information as Confidential Information in accordance with Section 9; provided, further, that if disclosure of any such information to Manchester would result in the loss of attorney-client privilege to Arsenal and if entering into a joint defense agreement would protect such privilege, Arsenal and Manchester shall negotiate in good faith an appropriate joint defense agreement as promptly as practicable in order to permit such disclosure to Manchester. Manchester shall be responsible for any breach of confidentiality by such recipients.

6.3 Manchester acknowledges that the information disclosed under Section 6.1 may be inside information in relation to Arsenal and undertakes that it shall (and shall use all powers vested in it to procure, so far as it is legally able, that each of its Subsidiaries shall) comply with all applicable Laws in relation to the

disclosure or use of such information until such information ceases to be inside information in relation to Arsenal.

6.4 Neither Manchester nor Arsenal shall be obliged to disclose any information under this Section 6 if and to the extent that such disclosure would be prohibited by Law.

6.5 For the purposes of this Section 6, Arsenal's obligations to disclose information to Manchester will be satisfied when the information is received by Manchester's General Counsel or such other executive officer of Manchester as Manchester may designate from time to time.

7. TRADING IN ARSENAL AND MANCHESTER SHARES

For so long as Manchester continues to own, directly or indirectly, such number of Arsenal Shares that as a percentage of the then outstanding Arsenal Shares is equal to or greater than 5.0%, Arsenal and Manchester agree to work together in good faith to, where appropriate:

(a) maintain all existing internal controls for monitoring and regulating the appropriate flow of inside information between Arsenal and Manchester; and

(b) maintain all agreed protocols for trading in Arsenal Shares and shares of Manchester common stock.

8. ANNOUNCEMENTS

Except as required by Law or by the requirements of any securities exchange on which the securities of a Party are listed, the Parties shall cooperate as to the timing and contents of any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or any communication with any news media with respect thereto.

9. CONFIDENTIALITY

9.1 Each Party shall hold and not disclose, and shall cause its employees, officers, directors, agents and other representatives (**Representatives**) and any of its Subsidiaries or other controlled Affiliates or any of their respective Representatives to hold and not disclose, all material non-public information and any other information of a secret or confidential nature (including all business, operational, customer, employee, technological, financial, commercial and other proprietary information and materials) (the **Confidential Information**) received by it from the other Party or any of its Subsidiaries or other Affiliates or any of their respective Representatives (the **Disclosing Party**).

9.2 Except as expressly authorized by prior written consent of (i) Manchester, in any case where Manchester or any of its Subsidiaries or other controlled Affiliates, or any of their respective Representatives, is the Disclosing Party or (ii) Arsenal, in any case where Arsenal or any of its Subsidiaries or other controlled Affiliates, or any of their respective Representatives, is the Disclosing Party, the receiving Party shall and shall cause its Representatives to:

(a) limit access to any Confidential Information of the Disclosing Party received by it to its and its Affiliates' Representatives who have a reasonable need to know such Confidential Information;

(b) advise such Representatives having access to the Confidential Information of the Disclosing Party of the proprietary nature thereof and of the obligations set forth in this Agreement and confirm their agreement that they will be bound by such obligations;

(c) safeguard all Confidential Information of the Disclosing Party received using a reasonable degree of care, but not less than that degree of care used by the receiving Party in safeguarding its own similar information or material;

(d) comply in all material respects with all applicable Laws relating to maintaining the confidentiality of the Confidential Information of the Disclosing Party; and

(e) not reproduce, exploit or, except as set forth in Section 3.4 and Section 6, use any Confidential Information of the Disclosing Party or disclose the Confidential Information of the Disclosing Party to any other Person.

9.3 Nothing in Section 8 or this Section 9 shall prevent any announcement being made or any Confidential Information being disclosed:

(a) with the prior written approval of the other Party, which in the case of any announcement shall not be unreasonably withheld or delayed; or

(b) to the extent required by Law or the Disclosure and Transparency Rules (UK) or by the FSA, the UKLA, the LSE, the UK Takeover Code, the Nasdaq, FINRA or the SEC (or their replacement bodies) or any rule or regulation promulgated thereby or thereunder.

9.4 Nothing in this Section 9 shall prevent disclosure of Confidential Information:

(a) that was or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its Representatives;

(b) that was or becomes available to the receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives; provided that such source was not known by the receiving Party to be bound by any agreement with the Disclosing Party to keep such information confidential; or

(c) that has already been or is hereafter independently acquired or developed by the receiving Party or its Representatives without violating any confidentiality agreement or other similar obligation.

10. WAIVER AND AMENDMENT

10.1 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

10.2 Any waiver of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach, or a subsequent waiver of the same term or condition or a waiver of any other term or condition, of this Agreement. The failure of either Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Other than as expressly set forth herein, the rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by Law.

11. STANDSTILL

11.1 For a period of five (5) years after the date hereof (the **Standstill Period**), Manchester shall not, and shall cause each of its Subsidiaries not to, (i) directly or indirectly, acquire, seek to acquire or make an offer to acquire, alone or in concert with others, whether by purchase, gift, business combination or otherwise (a **Transaction**), any number of Equity Securities such that, after giving effect to such Transaction, the Manchester Group (taken as a whole) would beneficially own, directly or indirectly, an aggregate number of Arsenal Shares representing (as a percentage) more than the lesser of (A) the Coniston Closing Percentage or (B) (1) if the Emerald Closing does occur (but the Contingent Repurchase does not occur), 2% above the Emerald Closing Percentage or (2) if the Contingent Repurchase occurs, 2% above the Contingent Repurchase Closing Percentage (the lesser of (A) or (B) is hereinafter referred to as the **Maximum Arsenal Percentage**), in each case unless such Transaction is approved by the Audit Committee of the Arsenal Board prior to the consummation thereof, (ii) propose to enter into or seek to effect, directly or indirectly, alone or in concert with others, any merger, consolidation, recapitalization, reorganization or other business combination involving Arsenal or any of its Subsidiaries or to purchase, directly or indirectly, alone or in concert with others, a material portion of the business or assets of Arsenal or any of its Subsidiaries, (iii) for so long as a Manchester Director is serving on the Arsenal Board, initiate or propose any security holder proposal, (iv) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" (as such terms are defined in Regulation 14A under the Exchange Act) whether or not such solicitation is exempt under Rule 14a-2 under the Exchange Act, to vote or act by written consent, or seek to advise or influence any person with respect to the voting of, or the execution of a written consent in respect of any Equity Securities of Arsenal or any of its Subsidiaries or become a "participant" in a "solicitation" of proxies (as such terms are defined in Regulation 14A under the Exchange Act), in each case with respect to the election of directors to the Arsenal Board, or, for so long as a Manchester Director is serving on the Arsenal Board, with respect to any other matter, (v) deposit any Equity Securities into a voting trust or subject any such Equity Securities to any arrangement or agreement with respect to the voting thereof by or together with any person other than Manchester, (vi) form, join, knowingly influence, participate in or knowingly encourage the formation of any 13D Group with respect to any Equity Securities, (vii) except as specifically permitted by this Agreement, seek election to or seek to place a representative or other Affiliate or nominee on the Arsenal Board or seek the removal of any member of the Arsenal Board other than for cause or in accordance with the recommendation of the Arsenal Nominating and Governance Committee or the Arsenal Board, (viii) for so long as a Manchester Director is serving on the Arsenal Board, initiate, propose or knowingly take any public action in support of any security holder proposal to, or otherwise seek to have Arsenal amend its by-laws or its certificate of incorporation, (ix) other than in a public offering or a Rule 144 broker transaction, sell, transfer or otherwise dispose of any Equity Securities to any Person or 13D Group who is prior to the consummation of such sale, transfer or other disposition known to Manchester to be a beneficial owner of 5% or more of the outstanding Equity Securities (other than a beneficial owner who has filed or is eligible to file a Schedule 13G under the Exchange Act), (x) publicly disclose any intention, plan or arrangement inconsistent with the foregoing or (xi) publicly disclose a willingness or desire to have any other Person engage in, any of the transactions or actions described in this Section 11.1. Manchester also agrees not to, and to cause each of its Subsidiaries during the Standstill Period not to, request Arsenal or its Representatives, directly or indirectly, to amend or waive any provisions of this Section 11 (including this sentence), other than through a direct non-public communication by the CEO of

Manchester to the CEO or non-executive Chairman of Arsenal (and to no other Person) that would not reasonably be expected to require any public disclosure on the part of Arsenal or Manchester and that is not thereafter voluntarily disclosed by Manchester except as required by Law or any UK Regulatory Requirement. Nothing in this Section 11.1 shall limit Manchester's power and right to purchase or acquire, directly or indirectly, any Person (an **Acquired Person**) that at the time of such acquisition owns Arsenal Shares so long as such Arsenal Shares represent no more than 5% of the total assets of such Acquired Person at the time of such acquisition (an **Excepted Transaction**); provided, that if Manchester completes an Excepted Transaction, it shall notify Arsenal promptly upon learning that an Acquired Person owns Arsenal Shares. If Manchester's acquisition, directly or indirectly, of Arsenal Shares pursuant to an Excepted Transaction would result in Manchester's beneficial ownership being in excess of the Maximum Arsenal Percentage, then in such event the Maximum Arsenal Percentage shall be increased by a percentage determined by dividing (x) only such number of Arsenal Shares purchased or acquired in connection with such Excepted Transaction that would result in Manchester beneficially owning an amount of Arsenal Shares in excess of the Maximum Arsenal Percentage by (y) the number of then issued and outstanding Arsenal Shares, and such modified Maximum Arsenal Percentage shall remain in full force and effect; provided, however, that in the event Manchester or any of its Subsidiaries, at any time after an Excepted Transaction, directly or indirectly, sells, transfers or otherwise disposes of any Arsenal Shares or such Acquired Person, then, in such event, the Maximum Arsenal Percentage shall be decreased by a percentage determined by dividing (x) the amount of Arsenal Shares owned by such Acquired Person or sold, transferred or otherwise disposed of by Manchester or any of its Subsidiaries by (y) the number of then issued and outstanding Arsenal Shares, and such modified Maximum Arsenal Percentage shall remain in full force and effect; provided, further, that in no event shall the Maximum Arsenal Percentage be decreased below the lesser of (A) the Coniston Closing Percentage or (B) (1) if the Emerald Closing does occur (but the Contingent Repurchase does not occur), 2% above the Emerald Closing Percentage or (2) if the Contingent Repurchase occurs, 2% above the Contingent Repurchase Closing Percentage, without giving effect, in the case of each of clauses (A) and (B), to any Excepted Transaction.

11.2 If any member of the Manchester Group inadvertently acquires any Equity Securities in violation of this Agreement, such member of the Manchester Group shall, as soon as it becomes aware of such violation, (a) give immediate notice to Arsenal and (b) subject to Section 11.1(ix), immediately dispose of such Equity Securities to Persons who are not members of the Manchester Group or Affiliates of any member thereof; provided that if the applicable member of the Manchester Group fails to comply with this Section 11.2 within ten (10) business days after becoming aware of such violation, Arsenal may also pursue any other available remedy to which it may be entitled as a result of such violation.

11.3 In furtherance of the transactions contemplated hereby and by the Framework Agreement, Manchester covenants and agrees that neither Manchester nor any of its controlled Affiliates will:

(a) for a period of eighteen (18) months after the Coniston Closing, directly or indirectly (including by partnering with third parties) deploy, sell, license or market any electronic medical health record or physician practice management software, related applications or solutions (the **Restricted Activities**), in any country in the world where Arsenal is conducting Restricted Activities on the date hereof; provided, however, that the reference to "related applications or solutions" in the definition of Restricted Activities shall not preclude MOSS from conducting its business as conducted on the date of the Framework Agreement or reasonable extensions thereof in the healthcare information exchange market which, for the avoidance of doubt, will in no event include electronic medical health record or physician practice management software; or

(b) for a period of eighteen (18) months after the Coniston Closing, utilize the name "Misys" or any trade name, trademark, brand name, domain name or logo containing or associated with the name "Misys" (collectively, the **Manchester Marks**) in connection with any healthcare information technology solutions, or grant to any third party the right or license to use the Manchester Marks in connection with any healthcare information technology solutions anywhere in the world.

11.4 Notwithstanding anything contained in Section 11.3(b) to the contrary, Misys Open Source Solutions, LLC (**MOSS**) shall be permitted to utilize the MOSS name or any trade name, trademark, brand name, domain name or logo relating to MOSS in connection with healthcare information technology solutions other than in connection with any of the Restricted Activities.

12. TERMINATION

This Agreement shall only be terminated with the prior written consent of both Arsenal and Manchester.

13. GENERAL

13.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party. Any attempted assignment in violation of this Section 13.1 shall be void.

13.2 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between Manchester and Arsenal with respect to the subject matter hereof, including the Original Relationship Agreement. All terms and provisions of the Original Relationship Agreement are hereby terminated and are null and void and of no further force and effect.

13.3 This Agreement may be signed in any number of counterparts (including by fax or other electronic signature), each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by the other Party. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing express or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Parties any legal or equitable rights or remedies under this Agreement.

13.4 If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Person or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are completed as originally contemplated to the greatest extent possible.

13.5 Nothing contained herein shall limit in any way Manchester's rights under the Registration Rights Agreement (as defined in the Framework Agreement).

13.6 If Arsenal (i) reduces the number of Arsenal Shares outstanding and increases the share price proportionately by a reverse stock split or any similar action or (ii) increases the number of Arsenal Shares outstanding by a stock dividend, subdivision or split-up of Arsenal Shares or any similar action, in each case, the number of Arsenal Shares set out in Section 3.1(i) shall be adjusted proportionately following the record date for such transaction.

14. NOTICES

All notices, requests, claims, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by fax or sent by international overnight courier service and shall be deemed given when so delivered by hand or fax (if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt; otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt), or one (1) business day after mailing in the case of international overnight courier service, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 14):

if to Manchester, to:

Misys plc
One Kingdom Street
Paddington
London W2 6BL, UK
Telephone: +44 (0)20 3320 5000
Fax: +44 (0)20 3320 1771
Attention: General Counsel

with a copy to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Telephone: +1 212 610 6471
Fax: +1 212 610 6399
Attention: A. Peter Harwich

if to Arsenal, to:

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Telephone: +1 800 654 0889
Fax: +1 312 506 1208
Attention: General Counsel

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

Telephone: +1 312 853 7000
Fax: +1 312 853 7036
Attention: Frederick C. Lowinger; Gary D. Gerstman

and

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: +1 312 558 5600
Fax: +1 312 558 5700
Attention: Robert F. Wall

15. GOVERNING LAW

This Agreement (and any claims or disputes arising out of or related to this Agreement or to the inducement of any Party to enter into this Agreement, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the Laws of any other jurisdiction.

16. ENFORCEMENT

16.1 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions or other appropriate equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction over such action, in which case, in any state or federal court located in Delaware), this being in addition to any other remedy to which they are entitled at law or in equity, and the Parties hereby waive in any such proceeding the defense of adequacy of a remedy at law and any requirement for the securing or posting of any bond or any other security related to such equitable relief.

16.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court is unavailable, state or federal courts located in Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each Party hereby agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery (unless such court shall lack subject matter jurisdiction over such action, in which case, in any state or federal court located in Delaware). Each Party hereby waives formal service of process and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 16.2. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

16.3 EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY RELATING TO ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Each Party (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 16.3.

[SIGNATURE PAGE FOLLOWS]

SIGNATORIES

IN WITNESS WHEREOF, Manchester and Arsenal have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

MISYS PLC

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

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: /s/ Glen Tullman
Name:
Title: