

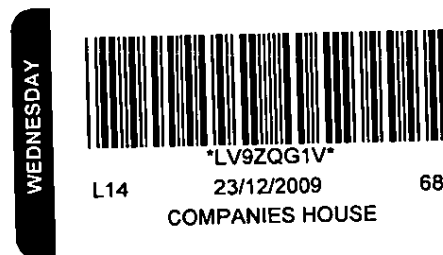
THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY SHARES

RESOLUTIONS

-of-

iSOFT GROUP PLC



At the extraordinary general meeting of the Company held at Macfarlanes LLP, 20 Cursitor Street, London EC4A 1IT on Tuesday 22 December 2009 at*4 pm*....., the following resolutions were passed as special resolutions as indicated below.

SPECIAL RESOLUTIONS

- 1 THAT the members of the Company hereby approve and if necessary ratify the execution by the Directors of the Company of a single currency term and multicurrency revolving facilities agreement (the "**Facilities Agreement**") dated on or about the date hereof and entered into by (amongst others) iSOFT Group Limited (the "**Parent**"), the Company, and Barclays Capital in their capacity as mandated lead arranger, and such other financial institutions as agreed between the Parent and Barclays Capital, and, for all purposes, approve and authorise the terms of, the transactions contemplated by, and the delivery and performance by the Company of its obligations under the Facilities Agreement and any related document. It was noted that pursuant to the relevant clause of the Facilities Agreement, the Total Commitments (as defined in the Facilities Agreement) may be increased up to £140,000,000.
- 2 THAT the members of the Company:
 - a) authorise the Company to enter into the following related documents (in connection with the Facilities Agreement):
 - i. an intercreditor agreement between, among others, the Parent, the Company, the Obligors, the Security Agent, the Lenders, the Ancillary Lenders and the Hedge Counterparties each as defined therein;
 - ii. special and ordinary resolutions of the Company's subsidiaries iSOFT Overseas Holdings Limited, iSOFT Applications Limited, Revive Group Limited, iSOFT plc, iSOFT Europe Limited, Eclipsys Limited and ACT Medisys Limited;
 - iii. a power of attorney to be granted in connection with the Facilities Agreement to certain individuals by the directors of the Company;

- iv. the deed of release to release the security held by ABN AMRO pursuant to the existing credit agreement dated 15 May 2007 (as amended and restated from time to time) between among others the Parent, and ABN AMRO Bank N.V., London Branch as agent together with any deeds of release and forms MGO2 to release the security held under certain existing contract financings including but not limited to those held with Lloyds TSB;
- v. the English law security agreement between the Company, each applicable Original Obligor and the Security Agent each as defined therein; and
- vi. the Australian law governed security agreement between, amongst others, the Company and the Security Agent each as defined therein,

together with the Facilities Agreement (the "Finance Documents"), and

- b) for all purposes, approve and authorise the terms of, the transactions contemplated by, and the delivery and performance by the Company of its obligations under and entry into the Finance Documents and any related document.
- 3 THAT the Directors have authority to approve the terms of, and the transactions contemplated by the Finance Documents to which the Company is a party and any related document.
- 4 THAT the giving of the guarantee and the security by the Company is in the best interests of the Company's business and the execution of the Facilities Agreement and entry by the Company into the proposed transactions substantially on the terms of or as set out in the Facilities Agreement will promote the success of the Company for the benefit of the members as a whole.
- 5 THAT the Company's articles of association (the "Articles") be amended by the deletion and replacement of existing Articles 19, 20, 21 and 22 with the following:
- "19. No lien shall attach to any share, whether fully paid up or not." The following articles shall be re-numbered accordingly.
- 6 THAT the Company's Articles be amended by the deletion and replacement of existing Articles 35 to 43 (inclusive) with the following:
- "35.1 The Directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of any share in the capital of the Company, whether fully or partly paid.
 - 35.2 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Article (to the effect that any provision contained in this Article shall override any other provisions of these Articles):
 - 35.2.1 The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-
 - (a) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank,

institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**"); or

- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- (c) is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject to any transfer as aforesaid to the shareholders for the time being of the company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise." The following Articles shall be re-numbered accordingly.


Chairman