

**Notice of Class Action, Proposed Settlement of  
Class Action, Settlement Hearing, and Right to Appear**

***The Superior Court of Gwinnett County in the State of Georgia, U.S.A. authorized this notice.  
This is not a solicitation from a lawyer. You are not being sued.***

**TO: ALL PERSONS OR ENTITIES WHO WERE RECORD OR BENEFICIAL OWNERS OF GREENWAY MEDICAL TECHNOLOGIES, INC. STOCK AT ANY TIME FROM SEPTEMBER 23, 2013 THROUGH AND INCLUDING NOVEMBER 4, 2013**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LAWSUIT. IF THE COURT APPROVES THE PROPOSED SETTLEMENT OF THIS LAWSUIT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS, AND ADEQUACY OF THE PROPOSED SETTLEMENT AND RELATED MATTERS, AND FROM PURSUING THE RELEASED CLAIMS (AS DEFINED HEREIN). IF YOU HELD SHARES OF GREENWAY MEDICAL TECHNOLOGIES, INC. STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO THE BENEFICIAL OWNER.**

<b>Your Legal Rights and Options in this Settlement:</b>	
<b>Do Nothing</b>	If this Settlement is approved by the Court, you will be a member of the Settlement Class and have your rights affected as summarized in this Notice and fully outlined in the Stipulation.
<b>Object</b>	Write to the Court if you disapprove of the Settlement.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement.

**I. PURPOSE OF THIS SETTLEMENT NOTICE**

The purpose of this Settlement Notice is to inform you of the proposed settlement (the "Settlement") of the above-captioned putative class action lawsuit, *Booth Family Trust IRA v. Greenway Medical Technologies, Inc.* (Case No. 13A 08600-2) (the "Action"). Plaintiff in the Action, Booth Family Trust IRA ("Plaintiff") on behalf of itself and all others similarly situated, and Defendants Greenway Medical Technologies, Inc. ("Greenway"); W. Thomas Green, Jr.; Wyche T. Green, III; Robert Z. Hensley; D. Neal Morrison; Thomas T. Richards; Walter Turek; and Noah Walley (such individuals constituting the Greenway Board of Directors (the "Greenway Board")), (all of which are collectively, "Defendants") (Plaintiff and Defendants, the "Settling Parties"), have entered into the Settlement, subject to Court approval, on the terms and conditions summarized in this Settlement.

This notice also informs you of the Court's preliminary certification of a class action for purposes of the Settlement, and of your right to participate in a hearing (the "Fairness Hearing"), which will be held July 16, 2014 at 1:30 pm in Courtroom 3F of the Gwinnett County Justice and Administration Center, 75 Langley Drive, Lawrenceville, Georgia 30046 before the Honorable Judge Debra K. Turner, for purposes of considering: (i) whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Settlement Class (defined herein); (ii) whether judgment should be entered dismissing the Action with prejudice, and effectuating the releases described below; (iii) whether, for purposes of the Settlement, the Settlement Class should be finally certified; (iv) whether Plaintiff's Counsel's (as defined herein) application for litigation-related attorneys' fees, expenses and costs ("Fee and Expense Application," as further defined herein) should be granted, and if so in what amount; and (v) such other matters as the court may deem appropriate.

Plaintiff believes that the terms of the Settlement are fair, reasonable and adequate. The Settling Parties have concluded that further litigation of the Action could be protracted and expensive and have taken into account the uncertainty and risks inherent in any litigation, especially in complex stockholder litigation like the Action. The Settling Parties therefore believe it is desirable that the Action should be fully and finally settled in the manner described in the Amended Stipulation and Agreement of Compromise, Settlement, and Release ("Stipulation").

This Settlement Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves this Settlement, the Action will be fully, finally, and forever resolved on the terms and conditions set forth in the Stipulation and summarized in this Settlement Notice.

\* \* \* \*

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENT OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

**II. BACKGROUND**

On September 23, 2013, Greenway and Vista Equity Partners, LLC ("Vista") publicly disclosed that Greenway, VCG Holdings, LLC ("VCG"), and Crestview Acquisition Corporation ("Crestview") entered an Agreement and Plan of Merger ("Merger Agreement"),

pursuant to which Crestview was caused to commence a tender offer for all outstanding Greenway common stock at a price equal to \$20.35 payable in cash (the "Merger").

On October 4, 2013, Greenway filed a Recommendation Statement on Schedule 14D-9 with the United States Securities and Exchange Commission (the "SEC") that provided additional information to Greenway stockholders regarding the background to Merger and Tender Offer, the process undertaken by the Greenway Board leading up to the execution of the Merger Agreement, and the financial analysis performed by and fairness opinion provided by J.P. Morgan Securities LLC ("J.P. Morgan"), which served as financial advisor to the Greenway Board in connection with the Merger (the "14D-9").

On October 7, 2013, Plaintiff filed a complaint to initiate the Action, subsequently amended on October 9, 2013 ("Amended Complaint"), alleging that (i) the proposed Merger was financially unfair to the Greenway stockholders, (ii) the process undertaken by the Greenway Board leading up to the execution of the Merger Agreement with VCG and its affiliates was inadequate and flawed, and (iii) the 14D-9 failed to disclose all material facts and/or provided misleading information regarding the Proposed Transaction to the Greenway's stockholders. Through the Action, Plaintiff sought injunctive relief, rescission, and, among other remedies, an award of costs and expenses, including a reasonable allowance for attorneys' and experts' fees.

On October 8, 2013, Plaintiff served its First Requests for the Production of Documents to all Defendants, seeking a wide range of discovery regarding the allegations set forth in the Amended Complaint.

On October 10, 2013, Plaintiff served, but did not file, its Emergency Motion for Expedited Proceedings and Discovery and Supporting Memorandum of Law. Following service of this motion, the Parties negotiated an informal exchange of expedited discovery to avoid a hearing, which included the production of internal, confidential documents and depositions of key witnesses.

On October 18, 2013, the Court entered a Stipulated Confidentiality and Protective Order (the "Stipulated Protective Order"), so as to facilitate discovery in the Action with respect to confidential, proprietary, and sensitive non-public information demanded by Plaintiff.

Between October 15, 2013 and October 22, 2013, and subject to the Stipulated Protective Order, Defendants produced highly relevant internal, non-public information and documents to Plaintiff's Counsel in the Action, including, among other things, minutes of meetings of the Greenway Board concerning the Proposed Transaction and written presentations made to the Greenway Board, including those authored by J.P. Morgan.

On October 23, Plaintiff's Counsel conducted the deposition of Greenway's President, Chief Executive Officer and member of the Greenway Board, Wyche T. Green, III.

In connection with Plaintiff's review and analysis of the document discovery, counsel for Plaintiff ("Plaintiff's Counsel") and counsel for Defendants ("Defendants' Counsel") engaged in discussions concerning Plaintiff's claims in the Action and Plaintiff's demands for further disclosure to Greenway stockholders.

Plaintiff's Counsel and Defendants' Counsel engaged in extensive arm's-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action. Those discussions and negotiations led to the execution of a memorandum of understanding (the "MOU"), dated October 25, 2013, reflecting the parties' agreement-in-principle to settle Plaintiff's claims on the basis that Defendants would agree to make certain additional disclosures prior to Greenway stockholders' decision to tender their shares or seek appraisal in connection with the Merger (the "Disclosures"), as listed in Exhibit A thereto.

On October 25, 2013, as contemplated by the MOU, Greenway filed Amendment No. 3 to the 14D-9 with the SEC, which contained the Disclosures. On November 1, 2013, Plaintiff's Counsel and Defendants' Counsel notified the Court by phone call to chambers of the parties' agreement to the MOU.

The Tender Offer expired on November 1, 2013, and thereafter on November 4, 2013 the Merger became effective.

On December 9, 2013, Plaintiff's Counsel conducted the deposition of John W. Hofmann, Managing Director of J.P. Morgan.

Plaintiff and his counsel in the Action represent that they have conducted an investigation relating to the allegations of wrongdoing and they believe that their investigation provides an adequate and satisfactory basis for the Settlement described herein. In connection with the investigation, Plaintiff's counsel reviewed internal, non-public documents of Greenway and J.P. Morgan, and conducted depositions of Wyche T. Green, III (President and Chief Executive Officer of Greenway, and member of the Greenway Board) and John W. Hofmann (Managing Director of J.P. Morgan).

On April 16, 2014, the Court entered a scheduling order providing for, among other things, the scheduling of a Fairness Hearing, the provisional certification of the Settlement Class (defined below), a stay of the Action pending the Fairness Hearing, and an injunction against the commencement of prosecution of any action asserting any of the claims subject to the Settlement.

### **III. CLASS ACTION DETERMINATION**

For purposes of the Settlement only, the Court has preliminarily certified a non-opt-out class consisting of any and all record and beneficial holders of Greenway stock (other than the Defendants, their immediate families, heirs and assigns), their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming

under, any of them, and each of them, together with their predecessors and successors and assigns, who held Greenway stock at any time from and including September 23, 2013 (the date of the public announcement of the Merger Agreement) through and including November 4, 2013 (the effective date of the Merger). For purposes of the Settlement only, the Action shall be certified as a non-opt-out class action pursuant to O.C.G.A. § 9-11-23 on behalf of the putative class (the "Settlement Class"). At the Fairness Hearing, the Court will consider, among other things, whether the Settlement Class should be finally certified.

#### **IV. REASONS FOR THE SETTLEMENT**

Plaintiff and Plaintiff's Counsel believe that the Settlement provides a fair, reasonable and adequate settlement based upon the claims asserted in the Action. They further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through trial and appeal. They have also considered the uncertain outcome and the risks of litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in any such litigation. They are also mindful of the inherent problems of proof and possible defenses to the claims asserted against Defendants and therefore believe that it is desirable that the Action be fully and finally compromised, settled and resolved as set forth herein. Based upon their evaluation, Plaintiff and Plaintiff's Counsel have determined that the Settlement set forth in this Stipulation is fair, reasonable and adequate and in the best interests of Plaintiff and the Settlement Class.

Defendants have denied and continue to deny that they have committed, or have threatened or attempted to commit, or aided and abetted in the commission of any wrongful act or violation of law or duty of any nature, and they expressly maintain that they diligently and scrupulously complied with any applicable fiduciary, disclosure, and other legal duties. Defendants specifically deny that any further supplemental disclosures were required under any applicable rule, statute, regulation or law. Defendants agreed to the Settlement solely because the Settlement will eliminate the burden and expense of litigation and will finally put to rest any and all claims that have been or could have been asserted in the Action without in any way acknowledging any fault or liability. The Settlement and any related documents and negotiations are not, and shall not, be construed as an admission by any Defendants or any person or entity affiliated with any of the Defendants of any fault or liability or wrongdoing.

As a result of the pendency of the Action and the efforts of Plaintiff's Counsel in prosecuting the Action, Defendants agreed to make the Disclosures to Greenway stockholders in connection with the Merger, without any admission by Defendants that any additional disclosures were material or otherwise required by law. Plaintiff and Defendants agree that the consideration described herein represents valuable benefits to the Settlement Class, and that the pendency of the Action and the efforts of Plaintiff's Counsel in prosecuting the Action were the sole cause of Defendants' agreement to make the Disclosures.

#### **V. RELEASES, DISMISSALS OF, AND INJUNCTIONS AGAINST CLAIMS**

Upon approval of the Settlement, and pursuant to its terms, the Action shall be dismissed with prejudice and Plaintiff and all members of the Settlement Class shall be deemed to have fully, finally and forever released and discharged any and all manner of claims, demands, rights, actions or causes of action, liabilities, damages, losses, fees, obligations, judgments, suits, matters, issues, controversies, or relief, of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, including Unknown Claims, as defined herein, that have been or could have been asserted in the Action or in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal or state law, whether such claims relate to alleged fraud, breach of any duty, negligence or violation of federal or state securities laws or otherwise), by or on behalf of Plaintiff, Plaintiff's successors and assigns, or any or all of the members of the Settlement Class, whether individual, class, derivative, representative, legal, equitable or any other type, in their capacity as Greenway stockholders, against any or all of the Released Persons, which Plaintiff or any member of the Settlement Class ever had, now have, or hereafter may have, by reason of, arising out of, related to, in connection with or arising out of, directly or indirectly the allegations, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions or any other matter, thing or cause, or any series thereof, embraced, involved, set forth or otherwise related to: (i) the Merger; (ii) any actions, deliberations or negotiations in connection with the Merger; (iii) the consideration received by the Settlement Class members in connection with the Merger; (iv) the 14D-9 and all amendments thereto including Amendment No. 3, or any disclosures, non-disclosures, public filings, press releases or statements related to the Merger; (v) the fiduciary obligations of the Released Persons in connection with the Merger; (vi) the fees, expenses or costs incurred in prosecuting, defending or settling the Action; and (vii) any of the allegations in any complaint or amendment(s) thereto filed in the Action (the "Released Claims"); provided, however, that the Released Claims shall not include (x) the right to enforce the Settlement or (y) claims, if any, solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law by Greenway stockholders who properly perfect such claims for appraisal and do not otherwise waive their appraisal rights.

"Released Persons" shall mean Greenway, the Greenway Board, VCG, Crestview Acquisition Corp. ("Crestview"), Vitera Healthcare Solutions, LLC ("Vitera"), Vista Equity Partners Fund IV, L.P. ("VEPF IV"), Vista Equity Partners, LLC, Vista Equity Partners III, LLC ("VEP III"), and/or any of their families, parent entities, associates, affiliates or subsidiaries, or insurers (specifically including AXIS Insurance), and each and all of their respective past and present officers, directors, stockholders, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, engineers, advisors, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators or other representatives or agents, and each of their respective predecessors, successors, and assigns.

"Unknown Claims" shall mean any and all claims which Plaintiff or any member of the Settlement Class do not know or suspect to exist in his, her or its favor at the time of the release of the Released Claims as against the Released Persons, including without limitation those which if known by him, her or it might have affected his, her or its decision(s) to enter into the release or to object, or not to object, to the Settlement. With respect to any and all Released Claims, the parties stipulate and agree that upon the Effective Date, the Plaintiff shall expressly waive, and each member of the Settlement Class shall be deemed to have waived, and by

operation of the Order and Final Judgment shall have expressly waived, relinquished and released any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims. Plaintiff and each member of the Settlement Class shall be deemed to waive and shall waive and relinquish, to the fullest extent permitted by law, the provisions, right and benefits of Section 1542 of the California Civil Code, and any law which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Plaintiff acknowledges, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Plaintiff, and by operation of law, the members of the Settlement Class, to completely, fully, finally and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of additional or different facts. Plaintiff and Defendants acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and is a key element of the Settlement of which this release is a part, without which Defendants would not agree to the Settlement.

Upon approval of the Settlement, and pursuant to its terms, Plaintiff and each of the Settlement Class members, whether individual, class, derivative, representative, legal, equitable or any other type, in their capacity as Greenway stockholders, shall be deemed to, and by operation of the Order and Final Judgment shall fully, finally, and forever release, relinquish, discharge, and dismiss with prejudice, on the merits and without costs, the Action and any and all of the Released Claims against any and all of the Released Persons; provided, however, that Plaintiff shall retain the right to enforce the terms of this Stipulation and Settlement.

Also, upon approval of the Settlement, and pursuant to its terms, Plaintiff and each of the Settlement Class members, in their capacity as Greenway stockholders, and whether in an individual, class, derivative, representative, legal, equitable or any other capacity as Greenway stockholders, shall be deemed to, and by operation of the Order and Final Judgment shall, be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, or other forum of any kind, any and all of the Released Claims against any and all of the Released Persons; provided, however, that Plaintiff shall retain the right to enforce the terms of this Stipulation and Settlement.

Further, the Released Persons, and anyone claiming through or on behalf of any of them, shall be deemed to, and by operation of the Judgment shall fully, finally, and forever release, relinquish, and discharge any and all claims against Plaintiff, the members of the Settlement Class and Plaintiff's Counsel, including any partners, principals, associates and/or employees of same, from any and all claims arising out of or relating to their filing, prosecution, and settlement of the Action and the Released Claims; provided, however, that the Released Persons shall retain the right to enforce the terms of this Stipulation and Settlement.

The Settlement is intended to extinguish all Released Claims, including Unknown Claims, and, consistent with such intentions, Plaintiff, each of the Settlement Class members, and the Released Persons shall waive their rights to the extent permitted by state law, federal law, foreign law or principle of common law that might otherwise have the effect of limiting the releases set forth above.

Finally, also pursuant to the terms of the Settlement, Plaintiff and Defendants intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the members of the Settlement Class against the Released Persons with respect to the Released Claims. Accordingly, Plaintiff and Defendants agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The parties agree that the Settlement was negotiated at arm's-length in good faith by the parties and reflects a settlement that was reached voluntarily based upon adequate information and sufficient discovery after consultation with experienced legal counsel.

## **VI. ATTORNEYS' FEES AND EXPENSES**

Plaintiff intends to petition the Court for an award of no more than \$435,000 for attorneys' fees and associated expenses and costs, including expert fees (the "Fee and Expense Application"), which Plaintiff believes is fair and reasonable in light of all pertinent factors, including, among other things, the benefits achieved, the time and effort spent, out-of-pocket expenses incurred by Plaintiff's Counsel, the nature and difficulty of the case, and Plaintiff's Counsel's skill and experience. Subject to the terms and conditions of the Stipulation and final approval by the Court of the Settlement and any such award of attorneys' fees and expenses, Greenway (or its successor(s) or insurer(s)) has agreed to pay such fees and expenses as may be awarded by the Court within fifteen (15) business days after the Court's entry of an Order granting Plaintiff's Counsel attorneys' fees, expenses and costs application, notwithstanding the existence of any objections to the Settlement or to the attorneys' fees, expenses and costs awarded, the potential for appeal from any such objections, or a collateral attack on the Settlement or any part thereof. An award by the Court of attorneys' fees and expenses would compensate Plaintiff's Counsel for the benefits achieved in the Action and the risk they undertook to represent Plaintiff on a fully-contingent basis. The Parties negotiated the amount of fees and expenses that Greenway (or its successor(s) or insurer(s)) would pay to Plaintiff's Counsel after agreeing upon the substantive terms of the Settlement. These fees and expenses did not impact or reduce the consideration provided to Greenway stockholders in any way. Any award to Plaintiff's Counsel of attorneys' fees and expenses by the Court will not reduce or in any way affect the benefits of the Settlement. Final resolution of the Fee and Expense Application is not a precondition to the approval or enforcement of the Stipulation or the Settlement or the dismissal of the Action. The Settlement is not contingent upon the Court's approval of any award of attorneys' fees and expenses, and any decision by the Court to reject the Fee and Expense Application, or any decision by the Court to approve an award that is less than the amount requested in the Fee and Expense Application, shall not void the Stipulation or the Settlement.

## **VII. THE FAIRNESS HEARING AND YOUR RIGHT TO BE HEARD**

Prior to deciding whether or not to approve the Settlement, the Court will hold a Fairness Hearing, which the Court may adjourn without further notice other than announcement at such Fairness Hearing or subsequent hearing. The Court may approve the Settlement with or without modifications agreed to by the parties to the Action, and with or without further notice to the members of the Settlement Class. At the Fairness Hearing, the Parties will jointly ask the Court to enter an Order and Final Judgment, as described below in Section IX.

Members of the Settlement Class who comply with the procedures set forth below for making an appearance (personally or through counsel) may be heard to the extent allowed by the Court regarding: (i) the fairness, reasonableness and adequacy of the Settlement; (ii) the certification of the Settlement Class; (iii) the adequacy of the representation of the Settlement Class; (iv) Plaintiff's Counsel's Fee and Expense Application (as described above); or (v) any other matters that come before the Court at the Fairness Hearing to be held on July 16, 2014 at 1:30 pm at the Gwinnett County Justice and Administration Center, 75 Langley Drive, Lawrenceville, Georgia 30046 before the Honorable Judge Debra K. Turner.

You are not required to respond, appear, or retain your own counsel, but if you choose to do so it will be at your own expense. A member of the Settlement Class wishing to assert an objection to the Settlement or the Fee and Expense Application must, no later than fourteen (14) days prior to the Fairness Hearing: (i) file with the Clerk of the Court notice of such Settlement Class member's intention to appear, showing proof of ownership of Greenway stock during the class period, and providing a statement that indicates the basis for such appearance, the nature of such objection, the identities of any witnesses that such member of the Settlement Class plans to call at the Fairness Hearing, and any documentation in support of any objection; and (ii) simultaneously serve copies of such notice, proof, statement and documentation, together with copies of any other papers or briefs such member of the Settlement Class files with the Court, in person or by mail upon each of the following attorneys:

Richard A. Acocelli  
Michael A. Rogovin  
**WESSLAW, LLP**  
1500 Broadway  
16th Floor  
New York, NY 10036

*Attorneys for and on Behalf of Plaintiff Booth  
Family Trust IRA, on Behalf of Itself and All  
Others Similarly Situated*

William K Whitner  
Eric D. Stolze  
**PAUL HASTINGS LLP**  
1170 Peachtree Street, N.E.  
Suite 100  
Atlanta, GA 30309

*Attorneys for Defendants*

Any member of the Settlement Class who fails to object in the manner described above will be deemed to have waived the right to object or otherwise request to be heard (including the right to appeal) and will be forever barred from raising such an objection or request to be heard in this or any other action or proceeding.

Each member of the Settlement Class shall be bound by all orders and judgments in this Action whether favorable or unfavorable.

## **VIII. THE ORDER AND FINAL JUDGMENT OF THE COURT**

If the Court approves the Settlement, as provided for in the Stipulation, the Settling Parties will ask the Court to enter the Order and Final Judgment, which will, among other things: (i) finally certify the Settlement Class; (ii) approve the Settlement and adjudge the terms of the Settlement to be fair, reasonable, adequate and in the best interests of the Settlement Class; (iii) effectuate the releases described herein; (iv) adjudge that Plaintiff and each member of the Settlement Class are forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, directly, representatively, derivatively or in any other capacity, asserting any of the claims released by the Settlement; (v) authorize and direct the performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement as set forth in the Stipulation; and (vi) dismiss the Action with prejudice on the merits.

## **IX. NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

Brokerage firms, banks and/or other persons or entities who held share of Greenway stock at any time from September 23, 2013 through and including November 4, 2013, for the benefit of others are requested promptly to send this Settlement Notice to all of their respective beneficial owners or to provide Greenway with a list of names and mailing addresses of all such beneficial owners. Requests for additional copies of this Settlement Notice or the provision of a list of the names and addresses of such beneficial owners should be directed to the following address:

Greenway Medical Technologies, Inc.  
c/o GCG  
PO Box 10071  
Dublin, OH 43017-6671

**X. SCOPE OF THIS SETTLEMENT NOTICE**

This Settlement Notice does not purport to be a comprehensive description of the Action, the terms of the Settlement as set forth in the Stipulation, or the scheduled Fairness Hearing. For more complete information concerning the Action and the Settlement, you may inspect the pleadings, the Stipulation and the other papers and documents filed with the Court during regular office hours at the office of the Clerk of the Superior Court of Gwinnett County, 75 Langley Drive, Lawrenceville, GA 30046. Inquiries or comments about the Settlement should be directed in writing to Plaintiff's Counsel: WEISSLAW LLP, 1500 Broadway, 16th Floor, New York, NY 10036.

**PLEASE DO NOT CALL OR WRITE THE COURT**

DATED: April 16, 2014

BY ORDER OF THE SUPERIOR COURT OF  
GWINNETT COUNTY, STATE OF GEORGIA