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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 5, 2024

VERADIGM INC.
(Exact name of Registrant as Specified in Its Charter)

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

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

Registrant's Telephone Number, Including Area Code: 800 334-8534

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

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

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

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	MDRX	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On February 5, 2024, Veradigm Inc. (the "Company") worked with holders of a majority in aggregate principal amount (the "Consenting Holders") of its currently outstanding 0.875% Convertible Senior Notes due 2027 (the "Notes") to: (i) obtain a waiver of any defaults under the indenture governing the Notes relating to the Company's previously disclosed failure to timely file its annual reports on Form 10-K and quarterly reports on Form 10-Q with the Securities and Exchange Commission (the "Commission") for annual or quarterly periods ending subsequent to September 30, 2022 through the date hereof; and (ii) consent to certain other amendments to terms of the Notes and the entry into the First Supplemental Indenture (as defined below). Additional details of these actions are set forth below, and the below discussion is qualified in its entirety by reference to the documents referenced therein, which are filed as exhibits to this Current Report on Form 8-K.

On February 5, 2024, the Company and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), entered into the first supplemental indenture (the "First Supplemental Indenture") to the indenture, dated as of December 9, 2019 (the "Indenture"), between the Company and the Trustee, to amend and supplement the provisions of the Indenture. In connection therewith, the Indenture was revised to, among other things: (i) provide for biannual repurchase rights at the option of the holders beginning on January 1, 2025 at the accreted prices set forth in the First Supplemental Indenture; (ii) make certain changes to the table in the Indenture setting forth the number of additional shares by which the conversion rate applicable to Notes surrendered in connection with make-whole fundamental changes will be increased; and (iii) provide for an accreting value for Notes purchased upon the occurrence of a Fundamental Change (as defined in the Indenture) on or after February 2, 2024.

In connection with the waiver related to the Notes and the entry into the First Supplemental Indenture, the Company also entered into letter agreements with each of JPMorgan Chase Bank, National Association, New York Branch, Wells Fargo Bank, National Association, Bank of America, N.A. and Deutsche Bank AG, London Branch (collectively, the "Capped Call Dealers") to (i) waive the additional termination event that may or could result from the First Supplemental Indenture under the privately negotiated capped call transactions entered into with each of the Capped Call Dealers in December 2019 (the "Capped Call Confirmations") and (ii) amend the Capped Call Confirmations to, among other things, provide for automatic exercise at expiration and proportionate early termination at the election of the Capped Call Dealers in the event of certain early repayment, repurchase, exchange or similar events involving the Notes.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information with respect to the Notes and the Indenture set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference. The Notes were originally sold to the initial purchasers thereof in reliance on the exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act and were resold to qualified institutional buyers as defined in, and in reliance on, Rule 144A under the Securities Act.

This Current Report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to buy, any security.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit Number	Exhibit Description
4.1	First Supplemental Indenture, dated February 5, 2024, by and between the Company and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), to the Indenture dated as of December 9, 2019, between the Company and the Trustee.
10.1	Capped call transaction amendment, dated as of February 5, 2024, by and between JPMorgan Chase Bank, National Association, New York Branch and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.).
10.2	Capped call transaction amendment, dated as of February 5, 2024, by and between Wells Fargo Bank, National Association and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.).
10.3	Capped call transaction amendment, dated as of February 5, 2024, by and between Bank of America, N.A. and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.).
10.4	Capped call transaction amendment, dated as of February 5, 2024, by and between Deutsche Bank AG, London Branch and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

VERADIGM INC.

Date: February 5, 2024

By: /s/ Eric Jacobson

Eric Jacobson
Senior Vice President, Deputy General Counsel and Corporate Secretary

Exhibit 4.1

Execution Copy

VERADIGM INC.
(formerly known as Allscripts Healthcare Solutions, Inc.)

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of February 5, 2024

TO THE INDENTURE

Dated as of December 9, 2019

0.875% Convertible Senior Notes due 2027

FIRST SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**"), dated as of February 5, 2024, between Veradigm Inc. (formerly known as Allscripts Healthcare Solutions, Inc.), a Delaware corporation (the "**Company**"), and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association (the "**Trustee**"), as trustee under the Indenture dated as of December 9, 2019, between the Company and the Trustee (the "**Original Indenture**" and, together with this Supplemental Indenture, each as may be amended and supplemented from time to time, the "**Indenture**").

RECITALS OF THE COMPANY

WHEREAS, pursuant to the Original Indenture the Company originally issued $218,000,000 aggregate principal amount of its 0.875% Convertible Senior Notes due 2027 (the "**Notes**");

WHEREAS, Section 10.02 of the Original Indenture provides for the Company and the Trustee to enter into supplemental indentures to the Original Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding;

WHEREAS, the Holders of a majority in aggregate principal amount of the Notes outstanding have consented to the adoption of the amendments to the Original Indenture and the Notes set forth in this Supplemental Indenture;

WHEREAS, the Board of Directors has duly adopted resolutions authorizing the Company to execute and deliver this Supplemental Indenture; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture, and that all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms have been performed, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, for and in consideration the sufficiency of which is acknowledged, it is mutually agreed, for the benefit of the Company and the equal and proportionate benefit of all Holders, as follows:

ARTICLE I
AMENDMENTS TO ORIGINAL INDENTURE

Section 1.01. Additional Repurchase Rights.

The Original Indenture is hereby amended to add a new Article 18 thereto, which shall immediately follow Article 17 of the Original Indenture and immediately precede the signature pages to the Original Indenture.

"ARTICLE 18
REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 18.01. *[Intentionally omitted]*.

Section 18.02. *Repurchase at Option of Holders Upon Designated Repurchase Date*. (a) Each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes, or any portion thereof that is equal to $1,000 or a multiple of $1,000, on each Designated Repurchase Date at a repurchase price equal to the Designated Repurchase Price and the Company shall pay the full amount of accrued and unpaid interest to the Designated Repurchase Date to Holders of record as of the Regular Record Date immediately preceding such Designated Repurchase Date.

"**Designated Repurchase Date**" means each of January 1, 2025, July 1, 2025, January 1, 2026, July 1, 2026 and January 1, 2027.

"**Designated Repurchase Price**" means, with respect to each Designated Repurchase Date specified below, the percentage of the principal amount of the Notes submitted by a Holder for repurchase pursuant to this Article 18:

Designated Repurchase Date	Percentage of Principal Amount
January 1, 2025	106.039%
July 1, 2025	109.512%
January 1, 2026	113.113%
July 1, 2026	116.846%
January 1, 2027	120.718%

(b) Repurchases of Notes under this Section 18.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Paying Agent by a Holder of a duly completed notice (the "**Repurchase Notice**") in the form set forth in Exhibit B to the Supplemental Indenture (such form being deemed hereby to be attached as Attachment 4 to each Note heretofore executed, authenticated and delivered in accordance with the terms of the Original Indenture), if the Notes are Physical Notes, or in compliance with the Depositary's procedures for surrendering interests in Global Notes, if the Notes are Global Notes, in each case on or before the close of business on the Business Day immediately preceding the Designated Repurchase Date; and

(ii) delivery of the Notes, if the Notes are Physical Notes, to the Paying Agent at any time after delivery of the Repurchase Notice (together with all necessary endorsements for transfer) at the Corporate Trust Office of the Paying Agent, or book-entry transfer of the Notes, if the Notes are Global Notes, in compliance with the procedures of the Depositary, in each case such delivery being a condition to receipt by the Holder of the Designated Repurchase Price therefor.

The Repurchase Notice in respect of any Notes to be repurchased shall state:

(i) in the case of Physical Notes, the certificate numbers of the Notes to be delivered for repurchase;

(ii) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(iii) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture;

provided, however, that if the Notes are Global Notes, the Repurchase Notice must comply with appropriate Depositary procedures.

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Repurchase Notice contemplated by this Section 18.02 shall have the right to withdraw, in whole or in part, such Repurchase Notice at any time prior to the close of business on the Business Day immediately preceding the Repurchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 18.03. In addition, notwithstanding anything herein or in the Notes to the contrary, any Notes that remain outstanding at Maturity shall be repaid a price equal to the applicable Designated Repurchase Price plus the full amount of accrued and unpaid interest on such date.

The Paying Agent shall promptly notify the Company of the receipt by it of any Repurchase Notice or written notice of withdrawal thereof.

(c) Following the 30th Scheduled Trading Day prior to each Designated Repurchase Date and on or before the 20th Scheduled Trading Day prior to each Designated Repurchase Date (other than the Designated Repurchase Date that falls on the Maturity Date), the Company shall provide to all Holders of Notes and the Trustee and the Paying Agent (in the case of a Paying Agent other than the Trustee) a notice (the "**Company Repurchase Notice**") of the repurchase right at the option of the Holders arising on such Designated Repurchase Date. In the case of Physical Notes, such notice shall be by first class mail or, in the case of Global Notes, such notice shall be delivered in accordance with the applicable procedures of the Depositary. Each Company Repurchase Notice shall specify with respect to the applicable Designated Repurchase Date:

(i) the last date on which a Holder may exercise the repurchase right pursuant to this Article 18;

(ii) the Designated Repurchase Price;

(iii) the Designated Repurchase Date;

(iv) the name and address of the Paying Agent and the Conversion Agent, if applicable;

(v) the Conversion Rate;

(vi) that the Notes with respect to which a Designated Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Designated Repurchase Notice in accordance with the terms of this Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 18.02.

At the Company's request, the Trustee shall give such notice in the Company's name and at the Company's expense; provided, however, that, in all cases, the text of such Company Repurchase Notice shall be prepared by the Company.

Section 18.03. *Withdrawal of Repurchase Notice*. (a) A Repurchase Notice may be withdrawn (in whole or in part) by means of a written notice of withdrawal delivered to the Corporate Trust Office of the Paying Agent in accordance with this Section 18.03 at any time prior to the close of business on the Business Day immediately preceding the Designated Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted,

(ii) if Physical Notes have been issued, the certificate number of the Note in respect of which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Note that remains subject to the original Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, however, that if the Notes are Global Notes, the notice must comply with appropriate procedures of the Depositary.

Section 18.04. *Deposit of Designated Repurchase Price*. (a) The Company will deposit with the Trustee (or other Paying Agent appointed by the Company, or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust as provided in Section 4.04) on or prior to 11:00 a.m., New York City time, on the Designated Repurchase Date an amount of money, in immediately available funds, sufficient to repurchase all of the Notes to be repurchased at the appropriate Designated Repurchase Price. Subject to receipt of funds and/or

Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn prior to the close of business on the Business Day immediately preceding the Designated Repurchase Date) will be made on the later of (i) the Designated Repurchase Date (provided the Holder has satisfied the conditions in Section 18.02) and (ii) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 18.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Note Register; provided, however, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Designated Repurchase Price.

(b) If by 11:00 a.m. New York City time, on a Designated Repurchase Date, the Trustee (or other Paying Agent appointed by the Company) holds money sufficient to make payment on all the Notes or portions thereof that are to be repurchased on such Designated Repurchase Date, then, with respect to the Notes that have been properly surrendered for repurchase and have not been validly withdrawn, (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes (whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent) and (iii) all other rights of the Holders of such Notes will terminate (other than the right to receive the Designated Repurchase Price and, if applicable, accrued and unpaid interest).

(c) Upon surrender of a Note that is to be repurchased in part pursuant to Section 18.02, the Company shall execute and the Trustee shall authenticate and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unrepurchased portion of the Note surrendered.

Section 18.05. *Covenant to Comply with Applicable Laws Upon Repurchase of Notes*. In connection with any repurchase offer, the Company will, if required:

(a) comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act;

(b) file a Schedule TO or any other required schedule under the Exchange Act; and

(c) otherwise comply with all federal and state securities laws in connection with any offer by the Company to repurchase the Notes;

in each case, so as to permit the rights and obligations under this Article 18 to be exercised in the time and in the manner specified in this Article 18.

Section 18.06. *Applicability of Provisions of Original Indenture*. Unless the context otherwise requires, any references in this Indenture to Fundamental Change Repurchase Date and Fundamental Change Repurchase Price, insofar as it relates to the payment of the principal of the Notes or any portion thereof when due, and other similar terms used in this Indenture shall be deemed to apply, mutatis mutandis, to the Designated Repurchase Date and Designated Repurchase Price."

Section 1.02. Conversion of Notes.

The penultimate sentence of Section 14.02(b) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"No Notice of Conversion with respect to any Notes may be surrendered by a Holder thereof if such Holder has also delivered a Fundamental Change Repurchase Notice or a Repurchase Notice to the Company in respect of such Notes and has not validly withdrawn such Fundamental Change Repurchase Notice or Repurchase Notice in accordance with Section 15.03 or Section 18.03, as the case may be."

Section 1.03. Increased Conversion Rate Applicable to Certain Notes Surrendered in Connection with Make-Whole Fundamental Changes.

Section 14.03(e) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"(e) The following table sets forth the number of Additional Shares of Common Stock by which the Conversion Rate shall be increased per $1,000 principal amount of Notes pursuant to this Section 14.03 for each Stock Price and Effective Date set forth below:

	Stock Price												
Effective Date	**$9.01**	**$10.05**	**$11.00**	**$12.00**	**$13.32**	**$15.00**	**$16.08**	**$17.00**	**$19.00**	**$22.00**	**$25.00**	**$30.00**	**$35.00**
February 2, 2024	35.8915	26.8259	20.6036	15.6333	10.8949	6.8887	5.1490	4.0129	2.3416	1.0323	0.4320	0.0637	0.0000
January 1, 2025	42.5946	30.9711	23.6191	17.6942	12.0334	7.2927	5.2777	3.9900	2.1663	0.8468	0.3068	0.0223	0.0000
January 1, 2026	50.4453	37.4540	27.7338	20.2183	13.0104	7.0593	4.6606	3.2218	1.4037	0.3755	0.0804	0.0000	0.0000
January 1, 2027	58.8857	45.0209	34.6472	25.5019	15.5579	5.3823	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact Stock Price and Effective Date may not be set forth in the table above, in which case:

(i) if the Stock Price is between two Stock Prices in the table above or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Prices and the earlier and later Effective Dates, as applicable, based on a 365-day year;

(ii) if the Stock Price is greater than $35.00 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional Shares shall be added to the Conversion Rate; and

(iii) if the Stock Price is less than $9.01 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional Shares shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate per $1,000 principal amount of Notes exceed 133.9819 shares of Common Stock, subject to adjustment in the same manner as the Conversion Rate pursuant to Section 14.04."

Section 1.04. Fundamental Change Repurchase Price.

Section 15.02(a) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"Section 15.02. *Repurchase at Option of Holders Upon a Fundamental Change*. (a) If a Fundamental Change occurs at any time, each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes, or any portion thereof that is equal to $1,000 or a multiple of $1,000, on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than 20 calendar days or more than 35 calendar days following the date of the Fundamental Change Company Notice at a repurchase price equal to the Fundamental Change Repurchase Price (as defined below) of such Notes to be repurchased pursuant to this Article 15. As used herein, the "**Fundamental Change Repurchase Price**" of a Note shall mean (i) prior to February 2, 2024, 100% of the principal amount of such Note and (ii) on or after February 2, 2024, (x) if the Fundamental Change Repurchase Date falls on a Designated Repurchase Date, the Designated Repurchase Price applicable to such Designated Repurchase Date, or (y) if the Fundamental Change Repurchase Date falls between two Designated Repurchase Dates, a price equal to the percentage of the principal amount of such Note determined by a straight-line interpolation between the Designated Repurchase Price applicable to the earlier and later of such Designated Repurchase Dates, based on a 365-day year; provided, for purposes of this Section 15.02, the Designated Repurchase Price on February 2, 2024 is 100% of the principal amount, *plus* accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date; provided that, if the Fundamental Change Repurchase Date falls after a Regular Record Date but on or prior to the Interest Payment Date to which such Regular Record Date relates, the Company shall instead pay the full amount of accrued and unpaid interest to Holders of record as of such Regular Record Date."

Section 1.05. Reports.

The first sentence of Section 4.06(b) of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"The Company shall publicly release, by widely available press release or by current report filed with the Commission on form 8-K, and concurrently file with the Trustee , within 45 days of the end of the fiscal quarters ending March 31, 2024, June 30, 2024 and September 30, 2024, a statement of the Company's cash and cash equivalents, funded debt, and net cash as of the end of such fiscal quarter. In addition, commencing January 1, 2025, the Company shall file with the Trustee, within 15 days after the same are required to be filed with the Commission, copies of any documents or reports that the Company is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act)."

Section 1.06. Acceleration; Rescission and Annulment.

The first paragraph of Section 6.02 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"If one or more Events of Default shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), then, and in each and every such case (other than an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company or any of its Significant Subsidiaries), unless the principal of all of the Notes shall have already become due and payable, either the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding determined in accordance with Section 8.04, by notice in writing to the Company (and to the Trustee if given by Holders), may (and the Trustee, at the written request of such Holders, shall) declare the Event of Default Repurchase Price (as defined below) of all the Notes due and payable immediately, and upon any such declaration the same shall become and shall automatically be immediately due and payable, anything contained in this Indenture or in the Notes to the contrary notwithstanding. If an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company or any of its Significant Subsidiaries occurs and is continuing, the Event of Default Repurchase Price of all Notes shall become and shall automatically be immediately due and payable. As used herein the "**Event of Default Repurchase Price**" of a Note shall mean (i) prior to February 2, 2024, 100% of the principal amount of such Note and (ii) on or after February 2, 2024, (x) if the Event of Default occurs on a Designated Repurchase Date, the Designated Repurchase Price applicable to such Designated Repurchase Date, or (y) if the Event of Default occurs between two Designated Repurchase Dates, a price equal to the percentage of the principal amount of such Note determined by a straight-line interpolation between the Designated Repurchase Price applicable to the earlier and later of such Designated Repurchase Dates, based on a 365-day year; provided, for purposes of this Section 6.02, the Designated Repurchase Price on February 2, 2024 is 100% of the principal amount, *plus* accrued and unpaid interest thereon."

ARTICLE II
MISCELLANEOUS

Section 2.01. Definitions. All words, terms and phrases defined in the Original Indenture (but not otherwise defined herein) shall have the same meanings as in the Original Indenture.

Section 2.02. Effect on Successors and Assigns. All the covenants, stipulations, promises and agreements of the Company contained in this Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 2.03. Governing Law; Jurisdiction. THIS SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Section 2.04. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture will give to any Person, other than the parties hereto or the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 2.05. Execution in Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 2.06. Ratification of Original Indenture. The Original Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Original Indenture in the manner and to the extent herein provided.

Section 2.07. Exchange Matters. In no event shall the Company issue shares of Common Stock upon conversion of the Notes in an amount that would exceed the amount permitted by the shareholder consent rules of the NASDAQ stock market (the "**Share Limit**"). In any such case where the number of shares issuable upon conversion of the Notes would exceed the Share Limit, the Company shall settle such conversion or portion thereof in cash in accordance with the provisions of the Indenture.

Section 2.08. Intended Tax Treatment. It is intended that the amendments to the Original Indenture effected by this Supplemental Indenture constitute a "significant modification" of the Notes within the meaning of Treasury Regulation Section 1.1001-3, with the effect that (i) the Notes issued pursuant to the Original Indenture (the "**Old Notes**") will be treated as having been exchanged for new notes having the amended terms (the "**New Notes**"), (ii) the exchange of Old

Notes for New Notes will constitute a "recapitalization" within the meaning of Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended, (iii) the "issue price" of the New Notes will be determined in accordance with Treasury Regulation Section 1.1273-2, and (iv) the "stated redemption price at maturity" (within the meaning of Treasury Regulation Section 1.1273-1(b)) of the New Notes will be equal to the Designated Repurchase Price on January 1, 2027 (the "**Intended Tax Treatment**"). The Company and each Holder of a Note or a beneficial interest therein, by acceptance of such Note or beneficial interest, agrees to file all tax returns consistent with the Intended Tax Treatment.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

VERADIGM INC.

By: /s/ Chad Kerner
Name: Chad Kerner
Title: Treasurer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Wally Jones
Name: Wally Jones
Title: Vice President

EXHIBIT B

ATTACHMENT 4

[FORM OF REPURCHASE NOTICE]

To: U.S. Bank Trust Company, National Association

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Veradigm Inc. (the "Company") specifying the Designated Repurchase Date set forth below and requests and instructs the Company to pay to the registered holder hereof in accordance with Section 18.02 of the Indenture referred to in this Note the entire principal amount of this Note, or the portion thereof (that is $1,000 principal amount or an integral multiple thereof) below designated at the applicable Designated Repurchase Price. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

In the case of Physical Notes, the certificate numbers of the Notes to be repurchased are as set forth below:

Dated: _____

Signature(s) _____

_____

Social Security or Other Taxpayer Identification Number

Designated Repurchase Date: _____

Designated Repurchase Price: _____

Principal amount to be repaid (if less than all): $,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Exhibit 10.1

Execution Version

JPMorgan Chase Bank, National Association
New York Branch
383 Madison Avenue
New York, NY 10179

DATE:	February 5, 2024
TO:	Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) 222 Merchandise Mart Plaza, Suite 2024 Chicago, IL 60654
ATTENTION:	General Counsel
TELEPHONE:	(312) 386-6751
EMAIL:	legal.notices@veradigm.com
FROM:	JPMorgan Chase Bank, National Association, New York Branch
SUBJECT:	Amendment No. 1 To Capped Call Transactions

The parties hereto have previously entered into a letter agreement relating to a "Base Call Option Transaction" (the "**Base Confirmation**") dated as of December 4, 2019 and an additional letter agreement relating to an "Additional Call Option Transaction" (the "**Additional Confirmation**" and, together with the Base Confirmation, each a "**Confirmation**") dated as of December 18, 2019, the purpose of each of which was to confirm the terms and conditions of the capped call option transactions entered into between JPMorgan Chase Bank, National Association, New York Branch ("**Dealer**") and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**") in connection with the issuance by Counterparty of its 0.875% Convertible Senior Notes due 2027 (the "**Convertible Notes**" and each USD 1,000 principal amount of Convertible Notes, a "**Convertible Note**"). On February 5, 2024, Counterparty and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, entered into a supplemental indenture (the "**Supplemental Indenture**") with respect to the Indenture that, among other things, provides for a right of the holders of the Convertible Notes to require Counterparty to repurchase for cash all or any portion of their Convertible Notes in certain circumstances relating to Counterparty's failure to timely file reports or documents with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Exchange Act (the "**Indenture Amendment**"). To provide for, among other things, (i) a limited waiver of any Additional Termination Event with respect to the Transaction under each Confirmation that may or could result from the Indenture Amendment pursuant to Section 9(i)(iii) of the Confirmations, (ii) the addition of an Additional Termination Event in relation to Options corresponding to Convertible Notes that are affected by certain repayment events and (iii) the addition of an automatic exercise feature for unexercised Options on the Expiration Date, the parties hereto have now agreed to enter into this Amendment No. 1 (this "**Amendment**") to give effect to such limited waiver and to amend each Confirmation, in each case, as set forth in this Amendment. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Confirmations.

1. **Limited Waiver.** At the request of Counterparty and notwithstanding the provisions in Section 9(i)(iii) of the Confirmations, Dealer agrees that the Amendment Event that may or could result from the Indenture Amendment will not constitute an Additional Termination Event applicable to the Transaction (the "**Waiver**"). The Waiver shall not entitle Counterparty to any other waiver in similar or different circumstances, and, except as expressly set forth in this paragraph, shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of Dealer, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Confirmations.

2. **Agreement.** Notwithstanding anything to the contrary in the second paragraph of the Confirmations, the Supplemental Indenture shall not be disregarded for purposes of the Confirmations and the term "Indenture" shall instead give effect to the modifications, amendments and waivers set forth therein.

3. **Amendments.** The Confirmations are amended as follows:

(a) The following provision is added as clause (iv) of Section 9(i) of each Confirmation, with the bracketed text included only for the Additional Confirmation and excluded from the Base Confirmation:

"Within five Scheduled Trading Days following any Repayment Event (as defined below), Counterparty shall notify Dealer of such Repayment Event and the aggregate principal amount of Convertible Notes subject to such Repayment Event (the "**Repayment Convertible Notes**"), which notice shall include a representation by Counterparty that Counterparty is in full compliance with applicable securities laws, including, in particular, Sections 9 and 10(b) of the Exchange Act and the rules and regulations thereunder in respect of the Repayment Event, including, without limitation, the delivery of such notice of Repayment Event. The Repayment Event shall constitute an Additional Termination Event with Counterparty as the sole Affected Party, as provided in this paragraph. No later than ten Scheduled Trading Days after (x) the date of such Repayment Event or (y) if later, the date on which Dealer receives notice from Counterparty of the Repayment Event, Dealer may, but is not required to, designate an Exchange Business Day as an Early Termination Date (which in no event shall be earlier than the date on which the relevant Repayment Event occurs or is consummated and which shall be on or as reasonably practicable after the settlement date for the relevant Repayment Event) with respect to the portion of the Transaction corresponding to a number of Options (the "**Repayment Options**") no greater than the lesser of (x) the number of Repayment Convertible Notes (in denominations of USD 1,000 principal amount) [*minus* any "Repayment Options" (as defined in the Base Call Option Confirmation) (and for purposes of determining whether any Options under this Confirmation or under the Base Call Option Confirmation shall be among the Repayment Options hereunder or under, and as defined in, the Base Call Option Confirmation, such Repayment Convertible Notes shall be allocated first to the Base Call Option Confirmation until all Options thereunder are exercised or terminated)] and (y) the Number of Options as of the date Dealer designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repayment Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Repayment Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction. For the avoidance of doubt, solely for purposes of calculating the amount payable pursuant to Section 6 of the Agreement pursuant to the immediately preceding sentence, Dealer shall assume that the relevant Repayment Event (and, if applicable, the related "Fundamental Change" (as such term is defined in the Indenture)) had not occurred. "**Repayment Event**" means that (i) any Convertible Notes are repurchased or redeemed and cancelled in accordance with the Indenture (whether in connection

with or as a result of a "Fundamental Change" (as such term is defined in the Indenture), on a "Designated Repurchase Date" (as such term is defined in the Indenture) or for any other reason) by Counterparty or any of its subsidiaries, (ii) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of such party (howsoever described), (iii) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (for any reason other than as a result of an acceleration of the Convertible Notes that results in an Additional Termination Event pursuant to the preceding Section 9(i)(ii)), or (iv) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its subsidiaries (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction. For the avoidance of doubt, any conversion of Convertible Notes (whether into cash, Shares, other reference property or any combination thereof) pursuant to the terms of the Indenture shall not constitute a Repayment Event."

(b) The following provision is added to Section 2 of each Confirmation as a new row below the row titled "Automatic Exercise":

"Automatic Exercise After Free Convertibility Date:	Notwithstanding anything to the contrary herein or in the Equity Definitions, unless Counterparty notifies Dealer in writing prior to 5:00 P.M., New York City time, on the Expiration Date that it does not wish automatic exercise to occur, all Options then outstanding as of 9:00 A.M., New York City time, on the Expiration Date shall be deemed to be automatically exercised as if (i) a number of Convertible Notes (in denominations of USD 1,000 principal amount) equal to such number of then-outstanding Options were converted with a Conversion Date occurring on or after the Free Convertibility Date, (ii) the Settlement Method applied to such then-outstanding Options that correspond to such Convertible Notes and (iii) such Convertible Notes were outstanding under the Indenture immediately prior to such deemed conversion; *provided* that no such automatic exercise pursuant to this sentence shall occur if the Relevant Price for each Valid Day during the Settlement Averaging Period is less than or equal to the Strike Price."

(c) The provision opposite the caption "Notice of Exercise" in Section 2 of each Confirmation is amended by adding the words ", but subject to "Automatic Exercise After Free Convertibility Date" above" immediately after the word "above" in the second line thereof.

(d) The following provision is added as Section 8(j) of each Confirmation:

"Counterparty acknowledges that the Transaction may constitute a purchase of its equity securities. Counterparty further acknowledges that, pursuant to the provisions of the Coronavirus Aid, Relief and Economic Security Act (the "**Cares Act**"), the Counterparty will be required to agree to certain time-bound restrictions on its ability to purchase its equity

securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under section 4003(b) of the Cares Act. Counterparty further acknowledges that it may be required to agree to certain timebound restrictions on its ability to purchase its equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under programs or facilities established by the Board of Governors of the Federal Reserve System for the purpose of providing liquidity to the financial system. Accordingly, Counterparty represents and warrants that neither it nor any of its subsidiaries has applied, and throughout the term of the Transaction neither it nor any of its subsidiaries shall apply, for a loan, loan guarantee, direct loan (as that term is defined in the Cares Act) or other investment, or to receive any financial assistance or relief (howsoever defined) under any program or facility established in any jurisdiction that (a) is established under applicable law, including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires, as a condition of such loan, loan guarantee, direct loan (as that term is defined in the Cares Act), investment, financial assistance or relief, that the Counterparty agree, attest, certify or warrant that neither it nor any of its subsidiaries has, as of the date specified in such condition, repurchased, or will repurchase, any equity security of Counterparty; *provided* that Counterparty may apply for any such governmental assistance if such person determines based on the advice of nationally recognized outside counsel that the terms of the Transaction would not cause such person to fail to satisfy any condition for application for or receipt or retention of such governmental assistance based on the terms of the relevant program or facility as of the date of such advice. Counterparty further represents and warrants that the Premium is not being paid, in whole or in part, directly or indirectly, with funds received under or pursuant to any program or facility established in any jurisdiction, including the U.S. Small Business Administration's "Paycheck Protection Program", that (a) is established under applicable law (whether in existence as of the Trade Date or subsequently enacted, adopted or amended), including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires under such applicable law (or any regulation, guidance, interpretation or other pronouncement of a governmental authority with jurisdiction for such program or facility) that such funds be used for specified or enumerated purposes that do not include the purchase of the Transaction (either by specific reference to the Transaction or by general reference to transactions with the attributes of the Transaction in all relevant respects)."

(e) The addressee line on the first page of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

(f) The reference to "Allscripts Healthcare Solutions, Inc. ("**Counterparty**")" in the first paragraph on the first page of each Confirmation is hereby replaced with a reference to "Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**")".

(g) The "Account for payments to Counterparty" in Section 5 of each Confirmation is hereby amended and restated in its entirety to read:

To be provided by Counterparty.

(h) The "Address for notices or communications to Counterparty" in Section 7 of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

4. Representations

Each party reaffirms and repeats to the other party in respect of each Confirmation, as amended pursuant to this Amendment, the representations in Section 3(a) of the Agreement as of the date hereof. In addition, Counterparty represents that, as of the date hereof, it is not aware of any material nonpublic information regarding Counterparty or the Shares.

5. Miscellaneous

(a) ***Entire Agreement; Restatement.***

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(ii) Except for any amendment to the Confirmations made pursuant to this Amendment, all terms and conditions of the Confirmations will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Confirmations will be to the Confirmations, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Confirmations.

(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission or by e-mail), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the laws of the State of New York as the governing law (without reference to choice of law doctrine).

(f) ***Effectiveness.*** This Amendment shall become effective upon the (i) execution and delivery hereof by the parties hereto and (ii) the execution, delivery and effectiveness by the parties thereto of the Supplemental Indenture in the form last reviewed by Dealer.

(g) ***Agency***. If Counterparty interacts with any employee of J.P. Morgan Securities LLC with respect to the Transaction, Counterparty is hereby notified that such employee will act solely as an authorized representative of Dealer (and not as a representative of J.P. Morgan Securities LLC) in connection with the Transaction.

(h) ***Legal Expenses***. Counterparty agrees to pay the reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, counsel to Dealer and the other dealers on Counterparty's other capped call transactions entered into in connection with the Convertible Notes, in relation to this Amendment and the other substantially similar amendments to be entered into with such other dealers.

[Signature Pages Follow]

Very truly yours,

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: /s/ Santosh Sreenivasan
Name: Santosh Sreenivasan
Title: Managing Director

[Signature Page to Capped Call Amendment No. 1]

Accepted and confirmed:

VERADIGM INC.

By: /s/ Chad Kerner
Name: Chad Kerner
Title: Treasurer

[Signature Page to Capped Call Amendment No. 1]

Exhibit 10.2

Execution Version

Wells Fargo Bank, National Association
30 Hudson Yards
New York, NY 10001-2170

DATE:	February 5, 2024
TO:	Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) 222 Merchandise Mart Plaza, Suite 2024 Chicago, IL 60654
ATTENTION:	General Counsel
TELEPHONE:	(312) 386-6751
EMAIL:	legal.notices@veradigm.com
FROM:	Wells Fargo Bank, National Association
SUBJECT:	Amendment No. 1 To Capped Call Transactions

The parties hereto have previously entered into a letter agreement relating to a "Base Call Option Transaction" (the "**Base Confirmation**") dated as of December 4, 2019 and an additional letter agreement relating to an "Additional Call Option Transaction" (the "**Additional Confirmation**" and, together with the Base Confirmation, each a "**Confirmation**") dated as of December 18, 2019, the purpose of each of which was to confirm the terms and conditions of the capped call option transactions entered into between Wells Fargo Bank, National Association ("**Dealer**") and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**") in connection with the issuance by Counterparty of its 0.875% Convertible Senior Notes due 2027 (the "**Convertible Notes**" and each USD 1,000 principal amount of Convertible Notes, a "**Convertible Note**"). On February 5, 2024, Counterparty and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, entered into a supplemental indenture (the "**Supplemental Indenture**") with respect to the Indenture that, among other things, provides for a right of the holders of the Convertible Notes to require Counterparty to repurchase for cash all or any portion of their Convertible Notes in certain circumstances relating to Counterparty's failure to timely file reports or documents with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Exchange Act (the "**Indenture Amendment**"). To provide for, among other things, (i) a limited waiver of any Additional Termination Event with respect to the Transaction under each Confirmation that may or could result from the Indenture Amendment pursuant to Section 9(i)(iii) of the Confirmations, (ii) the addition of an Additional Termination Event in relation to Options corresponding to Convertible Notes that are affected by certain repayment events and (iii) the addition of an automatic exercise feature for unexercised Options on the Expiration Date, the parties hereto have now agreed to enter into this Amendment No. 1 (this "**Amendment**") to give effect to such limited waiver and to amend each Confirmation, in each case, as set forth in this Amendment. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Confirmations.

1. **Limited Waiver.** At the request of Counterparty and notwithstanding the provisions in Section 9(i)(iii) of the Confirmations, Dealer agrees that the Amendment Event that may or could result from the Indenture Amendment will not constitute an Additional Termination Event applicable to the Transaction (the "**Waiver**"). The Waiver shall not entitle Counterparty to any other waiver in similar or different circumstances, and, except as expressly set forth in this paragraph, shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of Dealer, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Confirmations.

2. **Agreement.** Notwithstanding anything to the contrary in the second paragraph of the Confirmations, the Supplemental Indenture shall not be disregarded for purposes of the Confirmations and the term "Indenture" shall instead give effect to the modifications, amendments and waivers set forth therein.

3. **Amendments.** The Confirmations are amended as follows:

(a) The following provision is added as clause (iv) of Section 9(i) of each Confirmation, with the bracketed text included only for the Additional Confirmation and excluded from the Base Confirmation:

"Within five Scheduled Trading Days following any Repayment Event (as defined below), Counterparty shall notify Dealer of such Repayment Event and the aggregate principal amount of Convertible Notes subject to such Repayment Event (the "**Repayment Convertible Notes**"), which notice shall include a representation by Counterparty that Counterparty is in full compliance with applicable securities laws, including, in particular, Sections 9 and 10(b) of the Exchange Act and the rules and regulations thereunder in respect of the Repayment Event, including, without limitation, the delivery of such notice of Repayment Event. The Repayment Event shall constitute an Additional Termination Event with Counterparty as the sole Affected Party, as provided in this paragraph. No later than ten Scheduled Trading Days after (x) the date of such Repayment Event or (y) if later, the date on which Dealer receives notice from Counterparty of the Repayment Event, Dealer may, but is not required to, designate an Exchange Business Day as an Early Termination Date (which in no event shall be earlier than the date on which the relevant Repayment Event occurs or is consummated and which shall be on or as reasonably practicable after the settlement date for the relevant Repayment Event) with respect to the portion of the Transaction corresponding to a number of Options (the "**Repayment Options**") no greater than the lesser of (x) the number of Repayment Convertible Notes (in denominations of USD 1,000 principal amount) [*minus* any "Repayment Options" (as defined in the Base Call Option Confirmation) (and for purposes of determining whether any Options under this Confirmation or under the Base Call Option Confirmation shall be among the Repayment Options hereunder or under, and as defined in, the Base Call Option Confirmation, such Repayment Convertible Notes shall be allocated first to the Base Call Option Confirmation until all Options thereunder are exercised or terminated)] and (y) the Number of Options as of the date Dealer designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repayment Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Repayment Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction. For the avoidance of doubt, solely for purposes of calculating the amount payable pursuant to Section 6 of the Agreement pursuant to the immediately preceding sentence, Dealer shall assume that the relevant Repayment Event (and, if applicable, the related "Fundamental Change" (as such term is defined in the Indenture)) had not occurred. "**Repayment Event**" means that (i) any Convertible Notes are repurchased or redeemed and cancelled in accordance with the Indenture (whether in connection with or as a result of a "Fundamental Change" (as such term is defined in the Indenture), on a "Designated Repurchase Date" (as such term is defined in the

Indenture) or for any other reason) by Counterparty or any of its subsidiaries, (ii) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of such party (howsoever described), (iii) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (for any reason other than as a result of an acceleration of the Convertible Notes that results in an Additional Termination Event pursuant to the preceding Section 9(i)(ii)), or (iv) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its subsidiaries (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction. For the avoidance of doubt, any conversion of Convertible Notes (whether into cash, Shares, other reference property or any combination thereof) pursuant to the terms of the Indenture shall not constitute a Repayment Event."

(b) The following provision is added to Section 2 of each Confirmation as a new row below the row titled "Automatic Exercise":

"Automatic Exercise After Free Convertibility Date:	Notwithstanding anything to the contrary herein or in the Equity Definitions, unless Counterparty notifies Dealer in writing prior to 5:00 P.M., New York City time, on the Expiration Date that it does not wish automatic exercise to occur, all Options then outstanding as of 9:00 A.M., New York City time, on the Expiration Date shall be deemed to be automatically exercised as if (i) a number of Convertible Notes (in denominations of USD 1,000 principal amount) equal to such number of then-outstanding Options were converted with a Conversion Date occurring on or after the Free Convertibility Date, (ii) the Settlement Method applied to such then-outstanding Options that correspond to such Convertible Notes and (iii) such Convertible Notes were outstanding under the Indenture immediately prior to such deemed conversion; *provided* that no such automatic exercise pursuant to this sentence shall occur if the Relevant Price for each Valid Day during the Settlement Averaging Period is less than or equal to the Strike Price."

(c) The provision opposite the caption "Notice of Exercise" in Section 2 of each Confirmation is amended by adding the words ", but subject to "Automatic Exercise After Free Convertibility Date" above" immediately after the word "above" in the second line thereof.

(d) The following provision is added as Section 8(j) of each Confirmation:

"Counterparty acknowledges that the Transaction may constitute a purchase of its equity securities. Counterparty further acknowledges that, pursuant to the provisions of the Coronavirus Aid, Relief and Economic Security Act (the "**Cares Act**"), the Counterparty will be required to agree to certain time-bound restrictions on its ability to purchase its equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under section 4003(b) of the Cares Act. Counterparty further acknowledges that it may be required to agree to certain timebound restrictions on its ability to purchase its

equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under programs or facilities established by the Board of Governors of the Federal Reserve System for the purpose of providing liquidity to the financial system. Accordingly, Counterparty represents and warrants that neither it nor any of its subsidiaries has applied, and throughout the term of the Transaction neither it nor any of its subsidiaries shall apply, for a loan, loan guarantee, direct loan (as that term is defined in the Cares Act) or other investment, or to receive any financial assistance or relief (howsoever defined) under any program or facility established in any jurisdiction that (a) is established under applicable law, including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires, as a condition of such loan, loan guarantee, direct loan (as that term is defined in the Cares Act), investment, financial assistance or relief, that the Counterparty agree, attest, certify or warrant that neither it nor any of its subsidiaries has, as of the date specified in such condition, repurchased, or will repurchase, any equity security of Counterparty; *provided* that Counterparty may apply for any such governmental assistance if such person determines based on the advice of nationally recognized outside counsel that the terms of the Transaction would not cause such person to fail to satisfy any condition for application for or receipt or retention of such governmental assistance based on the terms of the relevant program or facility as of the date of such advice. Counterparty further represents and warrants that the Premium is not being paid, in whole or in part, directly or indirectly, with funds received under or pursuant to any program or facility established in any jurisdiction, including the U.S. Small Business Administration's "Paycheck Protection Program", that (a) is established under applicable law (whether in existence as of the Trade Date or subsequently enacted, adopted or amended), including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires under such applicable law (or any regulation, guidance, interpretation or other pronouncement of a governmental authority with jurisdiction for such program or facility) that such funds be used for specified or enumerated purposes that do not include the purchase of the Transaction (either by specific reference to the Transaction or by general reference to transactions with the attributes of the Transaction in all relevant respects)."

(e) The addressee line on the first page of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

(f) The reference to "Allscripts Healthcare Solutions, Inc. ("**Counterparty**")" in the first paragraph on the first page of each Confirmation is hereby replaced with a reference to "Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**")".

(g) The "Account for payments to Counterparty" in Section 5 of each Confirmation is hereby amended and restated in its entirety to read:

To be provided by Counterparty.

(h) The "Address for notices or communications to Counterparty" in Section 7 of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

4. Representations

Each party reaffirms and repeats to the other party in respect of each Confirmation, as amended pursuant to this Amendment, the representations in Section 3(a) of the Agreement as of the date hereof. In addition, Counterparty represents that, as of the date hereof, it is not aware of any material nonpublic information regarding Counterparty or the Shares.

5. Miscellaneous

(a) ***Entire Agreement; Restatement.***

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(ii) Except for any amendment to the Confirmations made pursuant to this Amendment, all terms and conditions of the Confirmations will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Confirmations will be to the Confirmations, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Confirmations.

(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission or by e-mail), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the laws of the State of New York as the governing law (without reference to choice of law doctrine).

(f) ***Effectiveness.*** This Amendment shall become effective upon the (i) execution and delivery hereof by the parties hereto and (ii) the execution, delivery and effectiveness by the parties thereto of the Supplemental Indenture in the form last reviewed by Dealer.

(g) ***Legal Expenses***. Counterparty agrees to pay the reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, counsel to Dealer and the other dealers on Counterparty's other capped call transactions entered into in connection with the Convertible Notes, in relation to this Amendment and the other substantially similar amendments to be entered into with such other dealers.

[Signature Pages Follow]

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Cathleen Burke
Name: Cathleen Burke
Title: Managing Director

[Signature Page to Capped Call Amendment No. 1]

Accepted and confirmed:

VERADIGM INC.

By: /s/ Chad Kerner
Name: Chad Kerner
Title: Treasurer

[Signature Page to Capped Call Amendment No. 1]

Exhibit 10.3

Execution Version

Bank of America, N.A.
One Bryant Park
New York, NY 10036

DATE:	February 5, 2024
TO:	Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) 222 Merchandise Mart Plaza, Suite 2024 Chicago, IL 60654
ATTENTION:	General Counsel
TELEPHONE:	(312) 386-6751
EMAIL:	legal.notices@veradigm.com
FROM:	Bank of America, N.A.
SUBJECT:	Amendment No. 1 To Capped Call Transactions

The parties hereto have previously entered into a letter agreement relating to a "Base Call Option Transaction" (the "**Base Confirmation**") dated as of December 4, 2019 and an additional letter agreement relating to an "Additional Call Option Transaction" (the "**Additional Confirmation**" and, together with the Base Confirmation, each a "**Confirmation**") dated as of December 18, 2019, the purpose of each of which was to confirm the terms and conditions of the capped call option transactions entered into between Bank of America, N.A. ("**Dealer**") and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**") in connection with the issuance by Counterparty of its 0.875% Convertible Senior Notes due 2027 (the "**Convertible Notes**" and each USD 1,000 principal amount of Convertible Notes, a "**Convertible Note**"). On February 5, 2024, Counterparty and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, entered into a supplemental indenture (the "**Supplemental Indenture**") with respect to the Indenture that, among other things, provides for a right of the holders of the Convertible Notes to require Counterparty to repurchase for cash all or any portion of their Convertible Notes in certain circumstances relating to Counterparty's failure to timely file reports or documents with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Exchange Act (the "**Indenture Amendment**"). To provide for, among other things, (i) a limited waiver of any Additional Termination Event with respect to the Transaction under each Confirmation that may or could result from the Indenture Amendment pursuant to Section 9(i)(iii) of the Confirmations, (ii) the addition of an Additional Termination Event in relation to Options corresponding to Convertible Notes that are affected by certain repayment events and (iii) the addition of an automatic exercise feature for unexercised Options on the Expiration Date, the parties hereto have now agreed to enter into this Amendment No. 1 (this "**Amendment**") to give effect to such limited waiver and to amend each Confirmation, in each case, as set forth in this Amendment. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Confirmations.

1. **Limited Waiver.** At the request of Counterparty and notwithstanding the provisions in Section 9(i)(iii) of the Confirmations, Dealer agrees that the Amendment Event that may or could result from the Indenture Amendment will not constitute an Additional Termination Event applicable to the Transaction (the "**Waiver**"). The Waiver shall not entitle Counterparty to any other waiver in similar or different circumstances, and, except as expressly set forth in this paragraph, shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of Dealer, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Confirmations.

2. **Agreement.** Notwithstanding anything to the contrary in the second paragraph of the Confirmations, the Supplemental Indenture shall not be disregarded for purposes of the Confirmations and the term "Indenture" shall instead give effect to the modifications, amendments and waivers set forth therein.

3. **Amendments.** The Confirmations are amended as follows:

(a) The following provision is added as clause (iv) of Section 9(i) of each Confirmation, with the bracketed text included only for the Additional Confirmation and excluded from the Base Confirmation:

"Within five Scheduled Trading Days following any Repayment Event (as defined below), Counterparty shall notify Dealer of such Repayment Event and the aggregate principal amount of Convertible Notes subject to such Repayment Event (the "**Repayment Convertible Notes**"), which notice shall include a representation by Counterparty that Counterparty is in full compliance with applicable securities laws, including, in particular, Sections 9 and 10(b) of the Exchange Act and the rules and regulations thereunder in respect of the Repayment Event, including, without limitation, the delivery of such notice of Repayment Event. The Repayment Event shall constitute an Additional Termination Event with Counterparty as the sole Affected Party, as provided in this paragraph. No later than ten Scheduled Trading Days after (x) the date of such Repayment Event or (y) if later, the date on which Dealer receives notice from Counterparty of the Repayment Event, Dealer may, but is not required to, designate an Exchange Business Day as an Early Termination Date (which in no event shall be earlier than the date on which the relevant Repayment Event occurs or is consummated and which shall be on or as reasonably practicable after the settlement date for the relevant Repayment Event) with respect to the portion of the Transaction corresponding to a number of Options (the "**Repayment Options**") no greater than the lesser of (x) the number of Repayment Convertible Notes (in denominations of USD 1,000 principal amount) [*minus* any "Repayment Options" (as defined in the Base Call Option Confirmation) (and for purposes of determining whether any Options under this Confirmation or under the Base Call Option Confirmation shall be among the Repayment Options hereunder or under, and as defined in, the Base Call Option Confirmation, such Repayment Convertible Notes shall be allocated first to the Base Call Option Confirmation until all Options thereunder are exercised or terminated)] and (y) the Number of Options as of the date Dealer designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repayment Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Repayment Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction. For the avoidance of doubt, solely for purposes of calculating the amount payable pursuant to Section 6 of the Agreement pursuant to the immediately preceding sentence, Dealer shall assume that the relevant Repayment Event (and, if applicable, the related "Fundamental Change" (as such term is defined in the Indenture)) had not occurred. "**Repayment Event**" means that (i) any Convertible Notes are repurchased or redeemed and cancelled in accordance with the Indenture (whether in connection with or as a result of a "Fundamental Change" (as such term is defined in the Indenture), on a "Designated Repurchase Date" (as such term is defined in the

Indenture) or for any other reason) by Counterparty or any of its subsidiaries, (ii) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of such party (howsoever described), (iii) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (for any reason other than as a result of an acceleration of the Convertible Notes that results in an Additional Termination Event pursuant to the preceding Section 9(i)(ii)), or (iv) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its subsidiaries (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction. For the avoidance of doubt, any conversion of Convertible Notes (whether into cash, Shares, other reference property or any combination thereof) pursuant to the terms of the Indenture shall not constitute a Repayment Event."

(b) The following provision is added to Section 2 of each Confirmation as a new row below the row titled "Automatic Exercise":

"Automatic Exercise After Free Convertibility Date:	Notwithstanding anything to the contrary herein or in the Equity Definitions, unless Counterparty notifies Dealer in writing prior to 5:00 P.M., New York City time, on the Expiration Date that it does not wish automatic exercise to occur, all Options then outstanding as of 9:00 A.M., New York City time, on the Expiration Date shall be deemed to be automatically exercised as if (i) a number of Convertible Notes (in denominations of USD 1,000 principal amount) equal to such number of then-outstanding Options were converted with a Conversion Date occurring on or after the Free Convertibility Date, (ii) the Settlement Method applied to such then-outstanding Options that correspond to such Convertible Notes and (iii) such Convertible Notes were outstanding under the Indenture immediately prior to such deemed conversion; *provided* that no such automatic exercise pursuant to this sentence shall occur if the Relevant Price for each Valid Day during the Settlement Averaging Period is less than or equal to the Strike Price."

(c) The provision opposite the caption "Notice of Exercise" in Section 2 of each Confirmation is amended by adding the words ", but subject to "Automatic Exercise After Free Convertibility Date" above" immediately after the word "above" in the second line thereof.

(d) The following provision is added as Section 8(j) of each Confirmation:

"Counterparty acknowledges that the Transaction may constitute a purchase of its equity securities. Counterparty further acknowledges that, pursuant to the provisions of the Coronavirus Aid, Relief and Economic Security Act (the "**Cares Act**"), the Counterparty will be required to agree to certain time-bound restrictions on its ability to purchase its equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under section 4003(b) of the Cares Act. Counterparty further acknowledges that it may be required to agree to certain timebound restrictions on its ability to purchase its

equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under programs or facilities established by the Board of Governors of the Federal Reserve System for the purpose of providing liquidity to the financial system. Accordingly, Counterparty represents and warrants that neither it nor any of its subsidiaries has applied, and throughout the term of the Transaction neither it nor any of its subsidiaries shall apply, for a loan, loan guarantee, direct loan (as that term is defined in the Cares Act) or other investment, or to receive any financial assistance or relief (howsoever defined) under any program or facility established in any jurisdiction that (a) is established under applicable law, including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires, as a condition of such loan, loan guarantee, direct loan (as that term is defined in the Cares Act), investment, financial assistance or relief, that the Counterparty agree, attest, certify or warrant that neither it nor any of its subsidiaries has, as of the date specified in such condition, repurchased, or will repurchase, any equity security of Counterparty; *provided* that Counterparty may apply for any such governmental assistance if such person determines based on the advice of nationally recognized outside counsel that the terms of the Transaction would not cause such person to fail to satisfy any condition for application for or receipt or retention of such governmental assistance based on the terms of the relevant program or facility as of the date of such advice. Counterparty further represents and warrants that the Premium is not being paid, in whole or in part, directly or indirectly, with funds received under or pursuant to any program or facility established in any jurisdiction, including the U.S. Small Business Administration's "Paycheck Protection Program", that (a) is established under applicable law (whether in existence as of the Trade Date or subsequently enacted, adopted or amended), including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires under such applicable law (or any regulation, guidance, interpretation or other pronouncement of a governmental authority with jurisdiction for such program or facility) that such funds be used for specified or enumerated purposes that do not include the purchase of the Transaction (either by specific reference to the Transaction or by general reference to transactions with the attributes of the Transaction in all relevant respects)."

(e) The addressee line on the first page of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

(f) The reference to "Allscripts Healthcare Solutions, Inc. ("**Counterparty**")" in the first paragraph on the first page of each Confirmation is hereby replaced with a reference to "Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**")".

(g) The "Account for payments to Counterparty" in Section 5 of each Confirmation is hereby amended and restated in its entirety to read:

To be provided by Counterparty.

(h) The "Address for notices or communications to Counterparty" in Section 7 of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

4. Representations

Each party reaffirms and repeats to the other party in respect of each Confirmation, as amended pursuant to this Amendment, the representations in Section 3(a) of the Agreement as of the date hereof. In addition, Counterparty represents that, as of the date hereof, it is not aware of any material nonpublic information regarding Counterparty or the Shares.

5. Miscellaneous

(a) ***Entire Agreement; Restatement.***

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(ii) Except for any amendment to the Confirmations made pursuant to this Amendment, all terms and conditions of the Confirmations will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Confirmations will be to the Confirmations, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Confirmations.

(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission or by e-mail), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the laws of the State of New York as the governing law (without reference to choice of law doctrine).

(f) ***Effectiveness.*** This Amendment shall become effective upon the (i) execution and delivery hereof by the parties hereto and (ii) the execution, delivery and effectiveness by the parties thereto of the Supplemental Indenture in the form last reviewed by Dealer.

(g) ***Legal Expenses***. Counterparty agrees to pay the reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, counsel to Dealer and the other dealers on Counterparty's other capped call transactions entered into in connection with the Convertible Notes, in relation to this Amendment and the other substantially similar amendments to be entered into with such other dealers.

[Signature Pages Follow]

Very truly yours,

BANK OF AMERICA, N.A.

By: /s/ Eric Coghlin
Name: Eric Coghlin
Title: Managing Director

[Signature Page to Capped Call Amendment No. 1]

Accepted and confirmed:

VERADIGM INC.

By: /s/ Chad Kerner
Name: Chad Kerner
Title: Treasurer

[Signature Page to Capped Call Amendment No. 1]

Exhibit 10.4

Execution Version

Deutsche Bank

Deutsche Bank AG, London Branch
Winchester house
1 Great Winchester St, London EC2N 2DB
Telephone: 44 20 7545 8000

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005
Telephone: (212) 250-2500

DATE:	February 5, 2024
TO:	Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) 222 Merchandise Mart Plaza, Suite 2024 Chicago, IL 60654
ATTENTION:	General Counsel
TELEPHONE:	(312) 386-6751
EMAIL:	legal.notices@veradigm.com
FROM:	Deutsche Bank AG, London Branch
SUBJECT:	Amendment No. 1 To Capped Call Transactions

The parties hereto have previously entered into a letter agreement relating to a "Base Call Option Transaction" (the "**Base Confirmation**") dated as of December 4, 2019 and an additional letter agreement relating to an "Additional Call Option Transaction" (the "**Additional Confirmation**" and, together with the Base Confirmation, each a "**Confirmation**") dated as of December 18, 2019, the purpose of each of which was to confirm the terms and conditions of the capped call option transactions entered into between Deutsche Bank AG, London Branch ("**Dealer**") and Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**") in connection with the issuance by Counterparty of its 0.875% Convertible Senior Notes due 2027 (the "**Convertible Notes**" and each USD 1,000 principal amount of Convertible Notes, a "**Convertible Note**"). On February 5, 2024, Counterparty and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, entered into a supplemental indenture (the "**Supplemental Indenture**") with respect to the Indenture that, among other things, provides for a right of the holders of the Convertible Notes to require Counterparty to repurchase for cash all or any portion of their Convertible Notes in certain circumstances relating to Counterparty's failure to timely file reports or documents with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Exchange Act (the "**Indenture Amendment**"). To provide for, among other things, (i) a limited waiver of any Additional Termination Event with respect to the Transaction under each Confirmation that may or could result from the Indenture Amendment pursuant to Section 9(i)(iii) of the Confirmations, (ii) the addition of an Additional Termination Event in relation to Options corresponding to Convertible Notes that are affected by certain repayment events and (iii) the addition of an automatic exercise feature for unexercised Options on the Expiration Date, the parties hereto have now agreed to enter into this Amendment No. 1 (this "**Amendment**") to give effect to such limited waiver and to amend each Confirmation, in each case, as set forth in this Amendment. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Confirmations.

DEUTSCHE BANK AG, LONDON BRANCH IS NOT REGISTERED AS A BROKER OR DEALER UNDER THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. DEUTSCHE BANK SECURITIES INC. ("DBSI") HAS ACTED SOLELY AS AGENT IN CONNECTION WITH THE TRANSACTION AND HAS NO OBLIGATION, BY WAY OF ISSUANCE, ENDORSEMENT, GUARANTEE OR OTHERWISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY UNDER THE TRANSACTION. AS SUCH, ALL DELIVERY OF FUNDS, ASSETS, NOTICES, DEMANDS AND COMMUNICATIONS OF ANY KIND RELATING TO THE TRANSACTION BETWEEN DEALER AND COUNTERPARTY SHALL BE TRANSMITTED EXCLUSIVELY THROUGH AGENT. DEUTSCHE BANK AG, LONDON BRANCH IS NOT A MEMBER OF THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC).

1. **Limited Waiver.** At the request of Counterparty and notwithstanding the provisions in Section 9(i)(iii) of the Confirmations, Dealer agrees that the Amendment Event that may or could result from the Indenture Amendment will not constitute an Additional Termination Event applicable to the Transaction (the "**Waiver**"). The Waiver shall not entitle Counterparty to any other waiver in similar or different circumstances, and, except as expressly set forth in this paragraph, shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of Dealer, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Confirmations.

2. **Agreement.** Notwithstanding anything to the contrary in the second paragraph of the Confirmations, the Supplemental Indenture shall not be disregarded for purposes of the Confirmations and the term "Indenture" shall instead give effect to the modifications, amendments and waivers set forth therein.

3. **Amendments.** The Confirmations are amended as follows:

(a) The following provision is added as clause (iv) of Section 9(i) of each Confirmation, with the bracketed text included only for the Additional Confirmation and excluded from the Base Confirmation:

"Within five Scheduled Trading Days following any Repayment Event (as defined below), Counterparty shall notify Dealer of such Repayment Event and the aggregate principal amount of Convertible Notes subject to such Repayment Event (the "**Repayment Convertible Notes**"), which notice shall include a representation by Counterparty that Counterparty is in full compliance with applicable securities laws, including, in particular, Sections 9 and 10(b) of the Exchange Act and the rules and regulations thereunder in respect of the Repayment Event, including, without limitation, the delivery of such notice of Repayment Event. The Repayment Event shall constitute an Additional Termination Event with Counterparty as the sole Affected Party, as provided in this paragraph. No later than ten Scheduled Trading Days after (x) the date of such Repayment Event or (y) if later, the date on which Dealer receives notice from Counterparty of the Repayment Event, Dealer may, but is not required to, designate an Exchange Business Day as an Early Termination Date (which in no event shall be earlier than the date on which the relevant Repayment Event occurs or is consummated and which shall be on or as reasonably practicable after the settlement date for the relevant Repayment Event) with respect to the portion of the Transaction corresponding to a number of Options (the "**Repayment Options**") no greater than the lesser of (x) the number of Repayment Convertible Notes (in denominations of USD 1,000 principal amount) [*minus* any "Repayment

Options" (as defined in the Base Call Option Confirmation) (and for purposes of determining whether any Options under this Confirmation or under the Base Call Option Confirmation shall be among the Repayment Options hereunder or under, and as defined in, the Base Call Option Confirmation, such Repayment Convertible Notes shall be allocated first to the Base Call Option Confirmation until all Options thereunder are exercised or terminated)] and (y) the Number of Options as of the date Dealer designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repayment Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Repayment Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction. For the avoidance of doubt, solely for purposes of calculating the amount payable pursuant to Section 6 of the Agreement pursuant to the immediately preceding sentence, Dealer shall assume that the relevant Repayment Event (and, if applicable, the related "Fundamental Change" (as such term is defined in the Indenture)) had not occurred. "**Repayment Event**" means that (i) any Convertible Notes are repurchased or redeemed and cancelled in accordance with the Indenture (whether in connection with or as a result of a "Fundamental Change" (as such term is defined in the Indenture), on a "Designated Repurchase Date" (as such term is defined in the Indenture) or for any other reason) by Counterparty or any of its subsidiaries, (ii) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of such party (howsoever described), (iii) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (for any reason other than as a result of an acceleration of the Convertible Notes that results in an Additional Termination Event pursuant to the preceding Section 9(i)(ii)), or (iv) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its subsidiaries (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction. For the avoidance of doubt, any conversion of Convertible Notes (whether into cash, Shares, other reference property or any combination thereof) pursuant to the terms of the Indenture shall not constitute a Repayment Event."

(b) The following provision is added to Section 2 of each Confirmation as a new row below the row titled "Automatic Exercise":

"Automatic Exercise After Free Convertibility Date:	Notwithstanding anything to the contrary herein or in the Equity Definitions, unless Counterparty notifies Dealer in writing prior to 5:00 P.M., New York City time, on the Expiration Date that it does not wish automatic exercise to occur, all Options then outstanding as of 9:00 A.M., New York City time, on the Expiration Date shall be deemed to be automatically exercised as if (i) a number of Convertible Notes (in denominations of USD 1,000 principal amount) equal to such number of then-outstanding Options were converted with a Conversion Date occurring on or after the Free Convertibility Date, (ii) the Settlement Method

applied to such then-outstanding Options that correspond to such Convertible Notes and (iii) such Convertible Notes were outstanding under the Indenture immediately prior to such deemed conversion; *provided* that no such automatic exercise pursuant to this sentence shall occur if the Relevant Price for each Valid Day during the Settlement Averaging Period is less than or equal to the Strike Price."

(c) The provision opposite the caption "Notice of Exercise" in Section 2 of each Confirmation is amended by adding the words ", but subject to "Automatic Exercise After Free Convertibility Date" above" immediately after the word "above" in the second line thereof.

(d) The following provision is added as Section 8(j) of each Confirmation:

"Counterparty acknowledges that the Transaction may constitute a purchase of its equity securities. Counterparty further acknowledges that, pursuant to the provisions of the Coronavirus Aid, Relief and Economic Security Act (the "**Cares Act**"), the Counterparty will be required to agree to certain time-bound restrictions on its ability to purchase its equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under section 4003(b) of the Cares Act. Counterparty further acknowledges that it may be required to agree to certain timebound restrictions on its ability to purchase its equity securities if it receives loans, loan guarantees or direct loans (as that term is defined in the Cares Act) under programs or facilities established by the Board of Governors of the Federal Reserve System for the purpose of providing liquidity to the financial system. Accordingly, Counterparty represents and warrants that neither it nor any of its subsidiaries has applied, and throughout the term of the Transaction neither it nor any of its subsidiaries shall apply, for a loan, loan guarantee, direct loan (as that term is defined in the Cares Act) or other investment, or to receive any financial assistance or relief (howsoever defined) under any program or facility established in any jurisdiction that (a) is established under applicable law, including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires, as a condition of such loan, loan guarantee, direct loan (as that term is defined in the Cares Act), investment, financial assistance or relief, that the Counterparty agree, attest, certify or warrant that neither it nor any of its subsidiaries has, as of the date specified in such condition, repurchased, or will repurchase, any equity security of Counterparty; *provided* that Counterparty may apply for any such governmental assistance if such person determines based on the advice of nationally recognized outside counsel that the terms of the Transaction would not cause such person to fail to satisfy any condition for application for or receipt or retention of such governmental assistance based on the terms of the relevant program or facility as of the date of such advice. Counterparty further represents and warrants that the Premium is not being paid, in whole or in part, directly or indirectly, with funds received under or pursuant to any program or facility established in any jurisdiction, including the U.S. Small Business Administration's "Paycheck Protection Program", that (a) is established under applicable law (whether in existence as of the Trade Date or subsequently enacted, adopted or amended), including without limitation the Cares Act and the Federal Reserve Act, as amended, and (b) requires under such applicable law (or any regulation, guidance, interpretation or other pronouncement of a governmental authority with jurisdiction for such program or facility) that such funds be used for specified or enumerated purposes that do not include the purchase of the Transaction (either by specific reference to the Transaction or by general reference to transactions with the attributes of the Transaction in all relevant respects)."

(e) The addressee line on the first page of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

(f) The reference to "Allscripts Healthcare Solutions, Inc. ("**Counterparty**")" in the first paragraph on the first page of each Confirmation is hereby replaced with a reference to "Veradigm Inc. (f/k/a Allscripts Healthcare Solutions, Inc.) ("**Counterparty**")".

(g) The "Account for payments to Counterparty" in Section 5 of each Confirmation is hereby amended and restated in its entirety to read:

To be provided by Counterparty.

(h) The "Address for notices or communications to Counterparty" in Section 7 of each Confirmation is hereby amended and restated in its entirety to read:

Veradigm Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Telephone No.: (312) 386-6751
Email: legal.notices@veradigm.com

4. Representations

Each party reaffirms and repeats to the other party in respect of each Confirmation, as amended pursuant to this Amendment, the representations in Section 3(a) of the Agreement as of the date hereof. In addition, Counterparty represents that, as of the date hereof, it is not aware of any material nonpublic information regarding Counterparty or the Shares.

5. Miscellaneous

(a) ***Entire Agreement; Restatement.***

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(ii) Except for any amendment to the Confirmations made pursuant to this Amendment, all terms and conditions of the Confirmations will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Confirmations will be to the Confirmations, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Confirmations.

(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission or by e-mail), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the laws of the State of New York as the governing law (without reference to choice of law doctrine).

(f) ***Effectiveness.*** This Amendment shall become effective upon the (i) execution and delivery hereof by the parties hereto and (ii) the execution, delivery and effectiveness by the parties thereto of the Supplemental Indenture in the form last reviewed by Dealer.

(g) ***Agency***. Whenever delivery of funds or other assets is required hereunder by or to Counterparty, such delivery shall be effected through DBSI. In addition, all notices, demands and communications of any kind relating to the Transaction and this Amendment between Dealer and Counterparty shall be transmitted exclusively through DBSI.

(h) ***Legal Expenses***. Counterparty agrees to pay the reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, counsel to Dealer and the other dealers on Counterparty's other capped call transactions entered into in connection with the Convertible Notes, in relation to this Amendment and the other substantially similar amendments to be entered into with such other dealers.

[Signature Pages Follow]

Very truly yours,

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Graham Orton
Name: Graham Orton
Title: Director

By: /s/ Natasha Hossain
Name: Natasha Hossain
Title: Director

DEUTSCHE BANK SECURITIES INC.,
acting solely as Agent in connection with the Transaction

By: /s/ Graham Orton
Name: Graham Orton
Title: Director

By: /s/ Natasha Hossain
Name: Natasha Hossain
Title: Director

Accepted and confirmed:

VERADIGM INC.

By: /s/ Chad Kerner
Name: Chad Kerner
Title: Treasurer

[Signature Page to Capped Call Amendment No. 1]