

# SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

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## SCHEDULE TO

TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1) OF  
THE SECURITIES EXCHANGE ACT OF 1934

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**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**

(Name of Subject Company (Issuer))

**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**

(Name of Filing Person (Issuer and Offeror))

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**3.50% Convertible Senior Debentures due 2024**

(Title of Class of Securities)

**01988PAA6, 01988PAB4**

(CUSIP Numbers of Class of Securities)

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**Brian Vandenberg, Esq.**

**Senior Vice President and General Counsel**

**222 Merchandise Mart Plaza, Suite 2024**

**Chicago, Illinois 60654**

**(312) 506-1200**

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing person)

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*with copy to:*

**Edward D. Ricchiuto, Esq.**

**Sidley Austin LLP**

**787 Seventh Avenue**

**New York, New York 10019**

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### CALCULATION OF FILING FEE

Transaction Valuation\*: \$28,266,280

Amount of Filing Fee\*\*: \$1,110.86

\* Calculated solely for purposes of determining the filing fee. The amount assumes that up to \$27,868,000 principal amount of 3.50% Convertible Senior Debentures due 2024 are purchased at a price of \$1,014.29 (this price includes accrued and unpaid interest up to the change of control purchase date) per \$1,000 principal amount.

\*\* The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and equals \$39.30 for each \$1,000,000 of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable

Filing Party: Not applicable

Form or Registration No.: Not applicable

Date Filed: Not applicable

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Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which this statement relates:

- third-party tender offer subject to Rule 14d-1
- issuer tender offer subject to Rule 13e-4
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

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## INTRODUCTORY STATEMENT

This Tender Offer Statement on Schedule TO (“Schedule TO”) is filed by Allscripts-Misys Healthcare Solutions, Inc., a corporation existing under the laws of Delaware (the “Company”), and relates to the offer by the Company to purchase the 3.50% Convertible Senior Debentures due 2024 of the Company (the “Debentures”). The offer is made upon the terms and subject to the conditions set forth in the Indenture (as defined below), the Notice of Change of Control and Offer to Purchase, dated November 7, 2008 and filed herewith as Exhibit (a)(1)(A) (as it may be supplemented or amended from time to time, the “Change of Control Offer”), the Debentures and the related offer materials filed as Exhibits (a)(1)(B) and (a)(1)(C) to this Schedule TO (which Change of Control Offer and related offer materials, as amended or supplemented from time to time, collectively constitute the “Offer”).

The Debentures were issued pursuant to the Indenture dated as of July 6, 2004 (the “Indenture”), between the Company and Bank of America, N.A. as successor by merger to LaSalle Bank, N.A., as trustee.

The Offer will expire at 5:00 p.m., New York City time, on December 9, 2008. This Schedule TO is intended to satisfy the disclosure requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

### **Items 1 through 9.**

The Company is the issuer of the Debentures and is offering to purchase all of the Debentures tendered by the holders and not withdrawn, under the terms and subject to the conditions set forth in the Indenture, the Change of Control Offer, the Debentures and the related offer materials filed as Exhibits (a)(1)(B) and (a)(1)(C). The Debentures are currently convertible into the Company’s shares of common stock, upon satisfaction of the conditions to conversion set forth in the Indenture.

The Company maintains its principal executive offices at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654, and its telephone number is (312) 506-1200.

As permitted by General Instruction F to Schedule TO, all of the information set forth in the Change of Control Offer is incorporated by reference into this Schedule TO.

### **Item 10. *Financial Statements.***

The Company believes that its consolidated financial condition is not material to a holder’s decision whether to surrender the Debentures for sale to the Company because the consideration being paid to holders surrendering Debentures consists solely of cash, the Offer is not subject to any financing conditions, and the Offer applies to all outstanding Debentures.

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**Item 11. Additional Information.**

- (a) Not applicable.
- (b) Not applicable.

**Item 12. Exhibits.**

- (a)(1)(A) Change of Control Offer, dated November 7, 2008.
- (a)(1)(B) Form of Purchase Notice.
- (a)(1)(C) Press Release announcing commencement of Change of Control Offer.
- (d)(1) The Indenture, incorporated by reference to Exhibit 4.1 to Current Report of Form 8-K filed by the Company on July 15, 2004.

**Item 13. Information Required by Schedule 13E-3.**

Not applicable.

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**SIGNATURE**

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

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: /s/ William J. Davis

Name: William J. Davis

Title: Chief Financial Officer

Date: November 7, 2008

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**EXHIBIT INDEX**

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- (a)(1)(B) Form of Purchase Notice.
- (a)(1)(C) Press Release announcing commencement of Change of Control Offer.
- (d)(1) The Indenture, incorporated by reference to Exhibit 4.1 to Current Report of Form 8-K filed by the Company on July 15, 2004.

**NOTICE OF CHANGE OF CONTROL AND OFFER TO PURCHASE**

**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.  
(formerly named Allscripts Healthcare Solutions, Inc.)**

**Offer to Purchase for Cash any and all of the Outstanding Allscripts Healthcare Solutions, Inc.  
3.50% Convertible Senior Debentures due 2024  
(CUSIP Nos. 01988PAA6, 01988PAB4)**

**To exercise your option to have the Company purchase your Debentures and receive the Change of Control Repurchase Price, you must deliver the enclosed Purchase Notice to the Paying Agent prior to 5:00 p.m., New York City time, on December 9, 2008 (the "Expiration Date") and not have withdrawn your Debentures prior to 5:00 p.m., New York City time, on the Expiration Date.**

In accordance with Section 3.08 of the Indenture (as defined below), Allscripts-Misys Healthcare Solutions, Inc. (formerly named Allscripts Healthcare Solutions, Inc.) (the "Company") hereby delivers this Notice of Change of Control and Offer to Purchase (as amended and supplemented from time to time, the "Offer to Purchase"), and the related offer materials and hereby offers to purchase any and all of the Allscripts Healthcare Solutions, Inc. 3.50% Convertible Senior Debentures due 2024 (the "Debentures") at a purchase price, equal to 100% of the principal amount of the Debentures being repurchased (\$1,000 per each \$1,000 principal amount outstanding) plus any accrued and unpaid interest and accrued and unpaid Liquidated Damages (as defined in the Indenture), if any, to but not including the Change of Control Repurchase Date (as defined below) (the "Change of Control Repurchase Price"). The offer to purchase Debentures on the terms and subject to the conditions set forth in the Offer to Purchase is referred to herein as the "Change of Control Offer."

A "Change of Control" (as defined in clause (i) of the definition thereof in the Indenture) occurred on October 10, 2008, as a result of the acquisition (the "Acquisition") by Misys plc ("Misys") and its subsidiaries of in excess of 50% of the issued and outstanding shares of the Company's common stock (the "Shares") pursuant to an Agreement and Plan of Merger dated as of March 17, 2008 by and among Misys, Misys Healthcare Systems, LLC, a wholly-owned indirect subsidiary of Misys ("MHS"), the Company and Patriot Merger Company, LLC, a wholly-owned subsidiary of the Company ("Patriot"), which included (i) the merger on such date of Patriot with and into MHS, with MHS continuing as the surviving entity as a wholly-owned subsidiary of the Company (the "Merger"), in consideration for which a subsidiary of Misys received shares of the Company and (ii) the purchase by a subsidiary of Misys of 18,857,142 shares of Company common stock for \$330,000,000 in cash.

The Change of Control Offer is being made pursuant to obligations in the Indenture governing the Debentures between the Company and Bank of America, N.A., as successor by merger to LaSalle Bank N.A., dated as of July 6, 2004 (the "Indenture").

On first business day after December 10, 2008 (December 10, 2008 being referred to herein as the "Change of Control Repurchase Date"), the Company will purchase all Debentures properly

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tendered and not validly withdrawn as of 5:00 p.m., New York City time, on December 9, 2008 (the “Expiration Date”), unless the offering period is extended.

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This Offer to Purchase constitutes the notice required by Section 3.08 of the Indenture.

**Neither the Securities and Exchange Commission nor any state securities commission nor any other regulatory authority has approved or disapproved of these transactions or determined if this statement is truthful or complete. Any representation to the contrary is a criminal offense.**

**HOLDERS THAT SURRENDER DEBENTURES THROUGH THE DEPOSITORY TRUST COMPANY (“DTC”) NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.**

**The Paying Agent Is: Bank of America, N.A.**

*By Regular, Registered or Certified Mail or  
Overnight Courier:*

LaSalle Global Trust Services  
Attn: Margaret Muir  
135 South LaSalle Street  
Mail Code IL4-135-16-25  
Chicago, IL 60603

*By Facsimile:*  
(312) 904-4018

*Confirm Receipt of Facsimile Only:*  
Telephone: (312) 904-2226

**The Date of This Offer to Purchase is November 7, 2008**

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Annex A. Information About the Directors and Executive Officers of the Company and Misys.

*No person has been authorized to give any information or to make any representations other than those contained in this Offer to Purchase and related Purchase Notice and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or Misys. This Offer to Purchase and related Purchase Notice do not constitute an offer to buy or the solicitation of an offer to sell Debentures in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained herein is current as of any time subsequent to the date of such information. None of the Company, Misys or their respective boards of directors or employees is making any representation or recommendation to any Holder as to whether or not to surrender such Holder's Debentures for purchase. You should consult your own financial and tax advisors and must make your own decision as to whether to surrender your Debentures for purchase and, if so, the amount of Debentures to surrender.*

We and our affiliates, including our executive officers and directors, will be prohibited by Rule 13e-4 under the Securities Act of 1934, as amended (the "Exchange Act"), from purchasing any of the Debentures outside of the Change of Control Offer for ten business days after the expiration of the Change of Control Offer. Following that time, we expressly reserve the absolute right, in our sole discretion from time to time in the future, to purchase any of the Debentures, whether or not any Debentures are purchased by the Company pursuant to the Change of Control Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Change of Control Offer and could be for cash or other consideration. We cannot assure you as to which, if any, of these alternatives, or combination thereof, we will pursue.

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## SUMMARY TERM SHEET

*The following are answers to some of the questions that you may have about the Change of Control Offer. To understand the Change of Control Offer fully and for a more complete description of the terms of the Change of Control Offer, we urge you to read carefully the remainder of this Offer to Purchase and the related Purchase Notice and the Indenture because the information in this summary is not complete and those documents contain additional important information. We have included page references to direct you to a more complete description of the topics in this summary elsewhere in this Change of Control Offer.*

### **Who is offering to purchase my Debentures?**

Allscripts-Misys Healthcare Solutions, Inc., a corporation existing under the laws of Delaware, is offering to purchase your Debentures. (Page 5)

### **What securities are you seeking to purchase?**

We are offering to purchase any and all of outstanding Allscripts Healthcare Solutions, Inc. 3.50% Convertible Senior Debentures due 2024 validly surrendered for purchase, at the option of the holder thereof (the "Holder"). As of the close of business on November 6, 2008, there was \$27,868,000 in principal amount of the securities outstanding. (Page 5)

### **If I do not surrender my Debentures for purchase, will I continue to be able to exercise my conversion rights?**

Yes, the Debentures may be converted, if they are otherwise convertible pursuant to Article 10 of the Indenture, if you do not surrender your Debentures in connection with the Change of Control Offer or if your Change of Control Notice has been withdrawn in accordance with the terms of the Indenture.

As a result of the special cash dividend paid by the Company in connection with the Acquisition, the Conversion Rate (as defined in the Indenture) of the Debentures will be adjusted in accordance with Section 10.04(e) of the Indenture. It is currently anticipated that the Conversion Rate cap set forth in Section 10.04(n) of the Indenture of 124.3781 Shares per each \$1,000 principal amount of the Debentures will apply. The Conversion Rate prior to the Change of Control was 84.8415 Shares per each \$1,000 principal amount of the Debentures.

### **How much are you offering to pay and what is the form of payment?**

In accordance with the Indenture, we are offering to purchase for cash the Debentures at a purchase price equal to 100% of the principal amount of the Debentures being repurchased (\$1,000 per each \$1,000 principal amount) plus accrued and unpaid interest and accrued and unpaid Liquidated Damages (as defined in the Indenture), if any, to but not including the Change of Control Repurchase Date. On the first business day after the Change of Control Repurchase Date, we will purchase any Debentures properly tendered and not withdrawn as of 5:00 p.m., New York City time, on the Expiration Date. (Page 5)

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### **Why is the Company making the Offer to Purchase?**

A “Change of Control” (as defined in clause (i) of the definition thereof in the Indenture) occurred on October 10, 2008, as a result of the Acquisition by Misys and its subsidiaries of in excess of 50% of the issued and outstanding Shares pursuant to the Agreement and Plan of Merger dated as of March 17, 2008 by and among Misys, MHS, the Company and Patriot, which included (i) the Merger, in consideration for which a subsidiary of Misys received shares of the Company and (ii) the purchase by a subsidiary of Misys of 18,857,142 shares of Company common stock. Pursuant to the terms of the Indenture, the occurrence of the Change of Control triggered the rights of the Holders to require that their Debentures be purchased at the Change of Control Repurchase Price. On the first business day after Change of Control Repurchase Date, the Company will purchase all Debentures properly tendered and not withdrawn as of 5:00 p.m., New York City time, on the Expiration Date, unless the offering period is extended. (Page 5)

### **Does the Company have the financial resources to make payment?**

The Company intends to fund the purchase of the Debentures from available cash on hand and its Amended and Restated Credit Facility dated as of August 15, 2008 with JPMorgan Chase Bank, N.A., as administrative agent (the “Credit Facility”), which is described in more detail below. (Page 11)

### **How can I determine the market value of the Debentures?**

There is no established reporting system or market for trading in the Debentures. To the extent that the Debentures are traded, prices of the Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the Company’s operating results, the market price of the Shares and the market for similar securities to the extent available. (Page 7)

### **When does the Change of Control Offer expire?**

The Change of Control Offer expires at 5:00 p.m., New York City time, on December 9, 2008 (the “Expiration Date”). We do not expect to extend the Expiration Date unless required to do so by U.S. federal securities laws. (Page 5)

### **What are the conditions to the purchase by the Company of the Debentures?**

There are no conditions to this Change of Control Offer except (i) for the timely and proper delivery and tender of the Debentures in accordance with the terms of the Change of Control Offer and (ii) that the Change of Control Offer must comply with applicable law (Page 11)

### **What do the board of directors of the Company and Misys think of the Change of Control Offer?**

None of the Company, Misys or their respective boards of directors or employees is making any recommendation to Holders as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Offer to Purchase. Each Holder must make his or her

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own decision whether to surrender his or her Debentures for purchase and, if so, the principal amount of Debentures to surrender based on such Holder's assessment of current market value of the Debentures and the Shares and other relevant factors. (Page 6)

**How do I surrender my Debentures?**

To surrender your Debentures for purchase pursuant to the Change of Control Offer, you must deliver the Purchase Notice and required documents to the Paying Agent prior to 5:00 p.m., New York City time, on the Expiration Date (the business day immediately preceding the Change of Control Repurchase Date). (Page 9)

**HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY ("DTC") NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.** (Page 9)

**If I surrender my Debentures, when will I receive payment for them?**

We will accept for payment all validly surrendered Debentures promptly upon expiration of the Change of Control Offer. We will forward to the Paying Agent the appropriate amount of cash required to pay the Change of Control Repurchase Price for the tendered Debentures, and the Paying Agent will promptly distribute the cash to the Holders on the later of the first business day after the Change of Control Repurchase Date and the time of surrender of the Debentures to the Paying Agent. (Page 10)

**Until what time can I withdraw previously surrendered Debentures?**

You can withdraw Debentures previously surrendered for purchase at any time prior to 5:00 p.m., New York City time, on the Expiration Date. (Page 9)

**How do I withdraw previously tendered Debentures?**

To withdraw previously tendered Debentures, you must deliver an executed written notice of withdrawal, to the Paying Agent prior to 5:00 p.m., New York City time, on the Expiration Date. Any such notice must state the certificate number of the Debentures in respect of which such notice of withdrawal is being submitted or the appropriate depository procedures of Debentures for which certificates have not been issued; the principal amount of the Debentures with respect to which such notice of withdrawal is being submitted and the principal amount, if any, of such Debentures which remains subject to the Change of Control Notice and which has been or will be delivered for purchase by the Company. (Page 9)

**HOLDERS THAT WITHDRAW THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE WITHDRAWAL PROCEDURES OF DTC.**

**Do I need to do anything if I do not wish to surrender my Debentures for purchase?**

No.

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**If I choose to surrender my Debentures for purchase, do I have to surrender all of my Debentures?**

No. You may surrender all of your Debentures, a portion of your Debentures or none of your Debentures for purchase. If you wish to surrender a portion of your Debentures for purchase pursuant to the Change of Control Offer, however, you must surrender your Debentures in an integral multiple of \$1,000 principal amount. (Page 8)

**Will I have to pay taxes if I surrender my Debentures for purchase in the Change of Control Offer?**

The receipt of cash in exchange for Debentures pursuant to the Change of Control Offer will in general be a taxable transaction for U.S. federal income tax purposes. You should consult with your own tax advisor regarding the actual tax consequences to you. (Page 13)

**What will happen to Debentures not tendered in the Change of Control Offer?**

Any Debentures that remain outstanding after the Change of Control Repurchase Date will continue to be obligations of the Company and will enjoy the benefits of the Indenture. You also will continue to have the right to convert the Debentures in accordance with the terms of the Indenture. The other terms and conditions governing the Debentures, including the covenants and other protective provisions contained in the Indenture governing the Debentures, will remain unchanged. (Page 8)

**Who is the Paying Agent?**

Bank of America, N.A. as successor by merger to LaSalle Bank, N.A., the trustee under the Indenture, is serving as Paying Agent in connection with the Change of Control Offer. Its address and telephone number are set forth on the front cover page of this Offer to Purchase.

**Who can I contact if I have questions about the Change of Control Offer?**

Questions regarding the Change of Control Offer may be directed to William J. Davis, Chief Financial Officer of the Company, at 312-506-1211. Questions and requests for assistance in connection with the surrender of Debentures for purchase in this Change of Control Offer may be directed to Meg Muir at Bank of America, N.A. at 312-904-2226.

**Who is the Conversion Agent?**

Bank of America, N.A., as successor by merger to LaSalle Bank, N.A., the trustee under the Indenture, is serving as Conversion Agent in connection with the Conversion of Debentures into Shares. Its address and telephone number are 135 South LaSalle Street, Mail Code IL4-135-16-25, Chicago, IL 60603 Attn: Margaret Muir at 312-904-2226.

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## IMPORTANT INFORMATION CONCERNING THE CHANGE OF CONTROL OFFER

**1. Information Concerning the Company.** Allscripts-Misys Healthcare Solutions, Inc. is a corporation existing under the laws of Delaware. The Company maintains its principal executive offices at 222 Merchandise Mart Plaza, Suite 2024, Chicago, IL 60654, and its telephone number is (312) 506-1200.

**2. Information Concerning the Debentures.**

**2.1 The Company's Obligation to Purchase the Debentures.** This Offer to Purchase is being sent to you pursuant to the Indenture and constitutes the notice referenced in Section 3.08 of the Indenture. The Indenture provides that following a "Change of Control" (as defined in clause (i) of the definition thereof in the Indenture) the Company must provide notice of the Change of Control no later than 30 days after such event, and must offer each Holder of the Debentures the right to have all of its Debentures, any portion of the principal amount thereof that is \$1,000 or an integral multiple of \$1,000, purchased at a price determined as set forth in the Indenture. As described above, a Change of Control occurred on October 10, 2008. If the Paying Agent holds cash sufficient to pay the Change of Control Repurchase Price on the Change of Control Repurchase Date, any Debentures for which a Purchase Notice has been received will cease to be outstanding and interest and Liquidated Damages, if any, on such Debentures will cease to accrue, and will be deemed to be paid, whether or not the Debentures are delivered to the Paying Agent.

The Change of Control Offer will expire at 5:00 p.m., New York City time, on the Expiration Date. We do not expect to extend the period Holders have to accept the Change of Control Offer unless required to do so by the U.S. federal securities laws. There will be no purchase of any Debentures if there has occurred and is continuing an Event of Default (as defined in the Indenture).

The purchase by the Company of Debentures as to which a Purchase Notice has been delivered and not properly withdrawn is not subject to any conditions other than such purchase being lawful.

**2.2 Change of Control Repurchase Price.** Upon the terms and subject to the conditions set forth herein, the Company is offering to purchase the Debentures at a purchase price in cash equal to 100% of the principal amount of the Debentures being repurchased (\$1,000 per each \$1,000 principal amount outstanding) plus accrued and unpaid interest and accrued and unpaid Liquidated Damages (as defined in the Indenture), if any, to but not including the Change of Control Repurchase Date. On the first business day after the Change of Control Repurchase Date, we will purchase any Debentures properly surrendered and not properly withdrawn as of 5:00 p.m., New York City time, on the Expiration Date.

Debentures surrendered for purchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

The Change of Control Repurchase Price is based solely on the requirements of the Indenture and the Debentures and bears no relationship to the market price of any Debentures or the Shares. Thus, the Change of Control Repurchase Price may be significantly higher or lower

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than the market price of the corresponding Debentures on the Change of Control Repurchase Date. Holders of Debentures are urged to obtain the best available information as to potential current market prices of their Debentures to the extent available, and the Company's Shares before making a decision whether to surrender their Debentures for purchase.

None of the Company, Misys or their respective boards of directors or employees is making any recommendation to Holders as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Change of Control Purchase Offer Notice. Each Holder must make his or her own decision whether to surrender his or her Debentures for purchase and, if so, the principal amount of Debentures to surrender based on such Holder's assessment of current market value of the Debentures and the Company's Shares and other relevant factors.

### **2.3 Conversion Rights of the Debentures.**

The Debentures may be converted into Shares prior to stated maturity only in accordance with and subject to the terms of the Indenture.

Holders who do not surrender their Debentures for purchase pursuant to the Change of Control Offer will maintain the right to convert their Debentures into the consideration provided for in the Indenture, subject to the terms, conditions and adjustments specified in the Indenture and the Debentures, including the satisfaction of the conditions noted in the Indenture.

As a result of the special cash dividend to be paid by the Company in connection with the transactions with Misys, the Conversion Rate of the Debentures will be adjusted in accordance with Section 10.04(e) of the Indenture. It is currently anticipated that the Conversion Rate cap set forth in Section 10.04(n) of the Indenture of 124.3781 Shares per each \$1,000 principal amount of the Debentures will apply. The Conversion Rate prior to the Change of Control was 84.8415 Share per each \$1,000 principal amount of Debentures. The Company has the option to satisfy its obligation to deliver Shares on conversion by delivering cash in lieu of all or some of the Shares, subject to the terms of the Debentures and the Indenture.

**Based upon a conversion rate of 124.3781 per each \$1,000 principal amount of the Debentures and a stock price of \$7.13 per Share, the closing price of the Shares on November 6, 2008 as reported on the NASDAQ, the hypothetical conversion value per \$1,000 principal amount of the Debentures is \$886.82. The purchase price that we are offering per \$1,000 principal amount at maturity of Debentures is expected to be more than this hypothetical conversion value. The actual value of the conversion consideration that a particular holder would be entitled to receive pursuant to the Indenture and the Debentures upon conversion of such Debentures varies, however, based upon the value of the Company's common stock when the Debentures are tendered for conversion. There can be no assurance as to the price at which the Company's common stock may now or in the future trade or be sold, and no assurance as to whether a holder will receive an amount greater than, less than, or equal to the hypothetical conversion value set forth above upon conversion. Holders of Debentures are urged to consult with their own financial advisors before accepting the Change of Control Offer.**

Any Debentures as to which a Purchase Notice has been given under this Change of Control Offer may be converted in accordance with the terms of the Indenture and the Debentures only if the applicable Purchase Notice has been validly withdrawn in accordance with the terms of the Indenture, as described in Section 4 of this Change of Control Offer.

**2.4 Market for the Debentures.** There is no established reporting system or trading market for trading in the Debentures. However, we believe the Debentures currently are traded over the counter. We have been advised that there is no practical way to determine the trading history of the Debentures. We believe that trading in the Debentures has been limited and sporadic. To the extent that the Debentures are traded, prices of the Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results, the market price of the Company's Shares and the market for similar securities.

The following table sets forth, for the quarters indicated, the high and low per share sales prices of the Company's Shares on the NASDAQ, respectively, as compiled from published financial sources. On October 17, 2008, the Company paid a special cash dividend of \$5.23 per share.

<b>Year Ending December 31, 2008</b>		
	<b>NASDAQ</b>	
	<b>High</b>	<b>Low</b>
4th Quarter (through November 6, 2008)	12.49	4.20
3rd Quarter	15.69	11.78
2nd Quarter	13.50	10.35
1st Quarter	18.81	8.76
<b>Year Ended December 31, 2007</b>		
	<b>NASDAQ</b>	
	<b>High</b>	<b>Low</b>
4th Quarter	27.80	17.13
3rd Quarter	27.80	22.44
2nd Quarter	27.49	22.61
1st Quarter	30.99	24.62
<b>Year Ended December 31, 2006</b>		
	<b>NASDAQ</b>	
	<b>High</b>	<b>Low</b>
4th Quarter	28.89	21.94
3rd Quarter	22.78	16.79
2nd Quarter	18.35	16.06
1st Quarter	19.56	13.85

On November 6, 2008, the last reported sales price of the Company's Shares on the NASDAQ was \$7.13. As of November 5, 2008, there were approximately 145,905,000 Shares outstanding. Misys owns approximately 56.8% of the Company's outstanding Shares. We urge you to obtain current market information for the Debentures, to the extent available, and the Company's Shares before making any decision to surrender your Debentures pursuant to the Change of Control Offer.

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The Debentures are held through The Depository Trust Company (“DTC”) and as of November 5, 2008 DTC was the sole record holder of the Debentures.

**2.5 Redemption.** The Debentures which remain outstanding after consummation of this Change of Control Offer will continue to be subject to the redemption provisions of the Indenture, which are briefly summarized below.

*Redemption at the Option of the Company.*

The Debentures may be redeemed at the Company’s option at any time on or after July 20, 2009, at a price equal to 100% of the principal amount of the Debentures redeemed, together with any accrued and unpaid cash interest to the redemption date and accrued and unpaid Liquidated Damages (as defined in the Indenture), if any.

*Redemption at the Option of the Holder.*

On July 15 in each of 2009, 2014 and 2019, the Company will, at the option of a Holder, be required to redeem, at a price equal to 100% of the principal amount of the Debentures redeemed, together with any accrued and unpaid cash interest to the redemption date and accrued and unpaid Liquidated Damages (as defined in the Indenture) (if any), any outstanding Debentures for which a written holder redemption notice has been properly delivered by the Holder to the trustee and not withdrawn, subject to certain additional conditions.

**2.6 Ranking.** The Debentures rank on parity in right of payment with all of the Company’s existing and future unsecured and unsubordinated indebtedness.

**3. Procedures to be Followed by Holders to Surrender Debentures for Purchase.**

Holder will not be entitled to receive the Change of Control Repurchase Price for their Debentures unless they validly deliver a Purchase Notice and related materials to the Paying Agent prior to 5:00 p.m., New York City time, on the Expiration Date and do not withdraw such Purchase Notice prior to 5:00 p.m., New York City time, on the Expiration Date. Additionally, Holders will not be eligible to receive the Change of Control Purchase Price until they have surrendered their Debentures to the Paying Agent. Only registered Holders are authorized to surrender their Debentures for purchase. Holders may surrender some or all of their Debentures, however, if only some of their Debentures are surrendered, they must be in an integral multiple of \$1,000 principal amount.

If Holders do not deliver a valid Purchase Notice with respect to any of their Debentures prior to 5:00 p.m., New York City time, on the Expiration Date, such Debentures will remain outstanding subject to the existing terms of the Indenture and Debentures.

**3.1 Method of Delivery.** The method of delivery of Debentures, the related Purchase Notice and all other required documents, including delivery through DTC and acceptance through DTC’s Automatic Tenders over the Participant Terminal System (“PTS”), is at the election and risk of the person surrendering such Debentures and delivering such Purchase Notice and, except as expressly otherwise provided in the Purchase Notice, delivery will be

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deemed made only when actually received by the Paying Agent. The date of any postmark or other indication of when Debentures or the Purchase Notice was sent will not be taken into account in determining whether such materials were timely received. If such delivery is by mail, it is suggested that Holders use properly insured, registered mail with return receipt requested, and that Holders mail the required documents sufficiently in advance of the Expiration Date to permit delivery to the Paying Agent prior to 5:00 p.m., New York City time, on the Expiration Date.

**3.2 Purchase Notice.** Pursuant to the Indenture, the Purchase Notice must state:

- the certificate number of the Debentures which the Holder will deliver to be purchased or the appropriate depositary procedures if certificated securities have not been issued;
- the portion of the principal amount which the Holder will deliver to be purchased, which portion must be \$1,000 or an integral multiple thereof; and
- that such Debentures shall be purchased pursuant to this Offer to Purchase.

**3.3 Delivery of the Debentures.**

**THE TRUSTEE HAS INFORMED THE COMPANY THAT, AS OF THE DATE OF THE CHANGE OF CONTROL PURCHASE OFFER NOTICE, ALL CUSTODIANS AND BENEFICIAL HOLDERS OF THE DEBENTURES HOLD THE DEBENTURES THROUGH DTC ACCOUNTS AND THAT THERE ARE NO CERTIFICATED SECURITIES IN NON-GLOBAL FORM. ACCORDINGLY, ALL DEBENTURES SURRENDERED FOR PURCHASE HEREUNDER MUST BE DELIVERED THROUGH THE TRANSMITTAL PROCEDURES OF DTC.**

*Debentures in Certificated Form.* To receive the Change of Control Repurchase Price, Holders of Debentures in certificated form must deliver to the Paying Agent the Debentures to be surrendered for purchase and the accompanying Purchase Notice, or a copy thereof, prior to 5:00 p.m., New York City time, on the Expiration Date.

*Debentures Held Through a Custodian.* A Holder whose Debentures are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such Holder desires to surrender his or her Debentures and instruct such nominee to surrender the Debentures for purchase on the Holder's behalf.

*Debentures in Global Form.* A Holder who is a DTC participant may elect to surrender to the Company his or her beneficial interest in the Debentures by: delivering to the Paying Agent's account at DTC through DTC's book-entry system his or her beneficial interest in the Debentures prior to 5:00 p.m., New York City time, on the Expiration Date; and electronically transmitting his or her acceptance through DTC's PTS, subject to the terms and procedures of that system prior to 5:00 p.m., New York City time, on the Expiration Date. In surrendering through PTS, the electronic instructions sent to DTC by the Holder, and transmitted by DTC to

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the Paying Agent, will acknowledge, on behalf of DTC and the Holder, receipt by the Holder of and agreement to be bound by the Purchase Notice.

***Debentures and the Purchase Notice must be delivered to the Paying Agent to collect payment. Delivery of documents to DTC or the Company does not constitute delivery to the Paying Agent.***

**HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.**

**4. Right of Withdrawal.** A Purchase Notice and Debentures surrendered for purchase may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. In order to withdraw a Purchase Notice, Holders must deliver to the Paying Agent written notice, containing:

- the principal amount of the Debentures with respect to which such notice of withdrawal is being submitted or the appropriate depository procedures if certificated securities have not been issued for such security,
- the certificate number of the Debentures being withdrawn in respect of which such notice of withdrawal is being submitted, and
- the principal amount of such Debentures which remains subject to the original Purchase Notice and which has been or will be delivered for purchase by the Company.

**HOLDERS THAT WITHDRAW THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE WITHDRAWAL PROCEDURES OF DTC.**

**5. Payment for Surrendered Debentures.** The Company will forward to the Paying Agent the appropriate amount of cash required to pay the Change of Control Purchase Price for the surrendered Debentures prior to 10:00 a.m. New York City time on the business day immediately following the Expiration Date, and the Paying Agent will distribute the cash to each Holder that has validly delivered its Purchase Notice and not validly withdrawn such delivery, promptly following the later of the first business day after the Change of Control Repurchase Date and the time of surrender of the Debentures.

If the Paying Agent holds cash sufficient to pay the Change of Control Repurchase Price of the Debentures, for which a Purchase Notice has been received and not validly withdrawn, on the Expiration Date, then as of the Change of Control Repurchase Date, such Debentures will cease to be outstanding and interest on such Debentures will cease to accrue, and be deemed to be paid, whether or not the Debentures are delivered to the Paying Agent. Thereafter, all other rights of the Holder shall terminate, other than the right to receive the Change of Control Repurchase Price upon delivery of such Debentures.

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Based on the Debentures outstanding as of the close of business on November 6, 2008, the total amount of funds required by the Company to purchase all of the Debentures in this Change of Control Offer is approximately \$28,266,280 (assuming all of the Debentures are validly surrendered for purchase and accepted for payment). In the event any Debentures are surrendered and accepted for payment, we intend to use our available cash and the Credit Facility to purchase the Debentures.

**6. Source and Amount of Funds.** The total amount of funds the Company needs to purchase all of the Debentures pursuant to the Change of Control Offer and to pay related fees and expenses is estimated to be approximately \$28,316,280 (assuming 100% of the outstanding Debentures are tendered and accepted for payment). The Company intends to fund the Company's purchase of the Debentures from available cash on hand and the Credit Facility. The Credit Facility provides a backstop facility of up to \$50 million (the "Backstop") to be used to fund repurchases of the Debentures. The Backstop, if drawn upon, will amortize in equal quarterly installments and mature on the second anniversary of such draw. The Credit Facility's lenders' obligation to provide the Backstop terminates upon the earliest to occur of: (i) the Business Day (as defined in the Credit Facility) immediately following the Change of Control Repurchase Date and (ii) the date that is one-hundred and twenty (120) days after the date on which the Acquisition was consummated. The interest rate for the Backstop, is expected to be LIBOR plus 1.625% and thereafter will be based upon the Company's leverage ratio as of the last day of the most recently ended fiscal quarter or fiscal year.

**7. Conditions of the Change of Control Offer.** There are no conditions to this Change of Control Offer except (i) for the timely and proper delivery and tender of the Debentures in accordance with the terms of the Change of Control Offer and (ii) that the Change of Control Offer must comply with applicable law.

**8. Debentures Acquired.** Any Debentures purchased by the Company pursuant to the Change of Control Offer will be cancelled by or at the direction of the trustee, pursuant to the terms of the Indenture.

**9. Plans or Proposals of the Company.** Neither the Company nor Misys has as of the date of this Offer to Purchase any other plans which would be material to a Holder's decision to surrender Debentures for purchase in the Change of Control Offer, which relate to or would result in:

- any extraordinary transaction, such as a merger, reorganization or liquidation involving the Company or any of its subsidiaries;
- any purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- any material change in the present dividend rate or policy or indebtedness or capitalization of the Company;
- any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term

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- of directors or to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- any other material change in the corporate structure or business of the Company;
  - any class of equity securities of the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an automated quotation system operated by a national securities association;
  - any class of equity securities of the Company becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act;
  - the suspension of the obligation of the Company to file reports under Section 15(d) of the Exchange Act;
  - the acquisition by any person of additional securities of the Company or the disposition of securities of the Company; or
  - any changes in the charter, bylaws or other governing instruments of the Company or other actions that could impede the acquisition of control of the Company.

**10. Interests of Directors, Executive Officers and Affiliates of the Company in the Debentures.**

Except as described below:

- none of the Company, nor, to the knowledge of the Company, Misys, nor any of their respective executive officers, directors, subsidiaries or other affiliates have any beneficial interest in the Debentures;
- neither the Company nor, to the knowledge of the Company, Misys will purchase any Debentures from such persons; and
- except for the Company's conversion of validly surrendered Debentures pursuant to the terms of the Indenture into Shares, at the conversion rates specified for the Debentures in Section 2.3 hereof, or, if the Company so elected, the delivery of cash in lieu thereof calculated based on the average of the closing prices of the Shares on the NASDAQ on the five trading days following the Company's election, to the knowledge of the Company, during the 60 days preceding the date of this Purchase Notice, none of such officers, directors or other affiliates has engaged in any transactions in the Debentures.

A list of the Company's and Misys's directors and executive officers is attached to this Offer To Purchase as Annex A.

Except as described above, neither the Company, Misys, nor, to the Company's knowledge, any of their respective affiliates, directors or executive officers, is a party to any

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contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Change of Control Offer or with respect to any securities of the Company.

**11. Purchase, Exchange or Redemption of Debentures by the Company and its Affiliates.** Each of the Company and its affiliates, including its executive officers and directors, is subject to restrictions under applicable United States federal securities laws from purchasing Debentures (or the right to purchase Debentures) other than through the Change of Control Offer until at least the tenth business day after the Change of Control Repurchase Date. Following such time, if any Debentures remain outstanding, the Company and its affiliates may, subject to applicable law, purchase Debentures in the open market, in private transactions, through a subsequent tender offer, or otherwise, any of which may be consummated at purchase prices higher or lower than the Change of Control Repurchase Price. Any decision to purchase, exchange or redeem the Debentures will depend upon many factors, including the market price of the Debentures, the amount of Debentures surrendered for purchase pursuant to the Change of Control Offer, the business and financial position of the Company and general economic and market conditions.

**12. Material Tax Considerations.**

*The following discussion summarizes certain United States federal income tax considerations that may be relevant to you if you surrender your Debentures for purchase in the Change of Control Offer. This summary is based on the Internal Revenue Code of 1986, as amended, and the regulations, rulings and decisions thereunder, all of which are subject to change, possibly with retroactive effect.*

*This summary does not describe all of the tax considerations that may be relevant to you. All holders are strongly encouraged to consult with their own tax advisor about the United States federal, state, local and other tax consequences of tendering your Debentures in the Change of Control Offer.*

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Any discussion of United States federal tax issues set forth in this Offer to Purchase was written in connection with the promotion and marketing by the Company of the transactions described in this Offer to Purchase. Such discussion is not intended or written to be legal or tax advice to any person and is not intended or written to be used, and it cannot be used, by any person for the purpose of avoiding any United States federal tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax advisor.

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This discussion applies only to U.S. holders who hold the Debentures as capital assets, and does not apply if you are a member of a class of holders subject to special rules, such as:

- a dealer in securities or currencies;

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- a trader in securities that elects to use a mark-to-market method of accounting for your securities holdings;
  - a bank;
  - a life insurance company;
  - a tax-exempt organization;
  - a person that owns Debentures that are a hedge or that are hedged against interest rate risks;
  - a person that owns Debentures as part of a straddle or conversion transaction for tax purposes; or
  - a United States person whose functional currency for tax purposes is not the U.S. dollar
  - a person that is not a “U.S. holder” (as defined below).

***U.S. Holders***

For the purposes of this discussion, a “U.S. holder” is a beneficial owner of the Debentures for U.S. federal income tax purposes and that is:

- a citizen or resident of the United States;
- a domestic corporation;
- an estate whose income is subject to United States federal income taxation regardless of its source; or
- a trust if a United States court is able to exercise primary supervision over the trust’s administration and one or more United States persons are authorized to control all substantial decisions of the trust.

You will generally recognize gain or loss on the surrender of your Debentures in the Change of Control Offer equal to the difference between the amount you realize on the surrender and your tax basis in your Debentures, except to the extent attributable to accrued but unpaid interest (which will instead be taxable as ordinary income). Your basis in your Debentures will generally equal the price you paid for the Debentures, adjusted, if applicable, in accordance with the rules governing original issue discount, market discount and bond premium. Please consult your tax advisor to determine your adjusted basis in your Debentures. Capital gain of a noncorporate U.S. holder that is recognized in taxable years beginning before January 1, 2011 is generally taxed at a maximum rate of 15% where the holder has a holding period greater than one year.

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### ***Backup Withholding and Information Reporting***

If you are a noncorporate U.S. holder, information reporting requirements on IRS Form 1099 generally will apply to the payment of the proceeds from the surrender of your Debentures in the Change of Control Offer effected at a U.S. office of a broker.

Additionally, backup withholding will apply to such payments if you are a noncorporate U.S. holder that: (i) fails to provide an accurate taxpayer identification number; (ii) is notified by the IRS that you have failed to report all interest and dividends required to be shown on your federal income tax returns; or (iii) in certain circumstances, fails to comply with applicable certification requirements.

**13. Additional Information.** The Company is subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, files reports and other information with the SEC. Such reports and other information can be inspected and copied at the Public Reference Section of the SEC located at 100 F Street, N.E., Washington D.C. 20549. Copies of such material can be obtained from the Public Reference Section of the SEC at prescribed rates. Such material may also be accessed electronically by means of the SEC's home page on the Internet at [www.sec.gov](http://www.sec.gov).

The documents listed below (as such documents may be amended from time to time) are incorporated by reference herein and contain important information about the Company and its financial condition.

- The section titled "Description of the Debentures" in the Company's Prospectus dated November 19, 2004.
- The Company's Annual Report on Form 10-K for the year ended December 31, 2007 as amended by Form 10-K filed on April 25, 2008;
- The Company's Quarterly Reports on Form 10-Q for the fiscal periods ended March 31, 2008 and June 30, 2008;
- The Company's Current Reports on Form 8-K dated January 7 (as amended February 28, 2008), January 31, March 18, March 19, March 20, March 27, July 30, August 20, August 22, August 29, September 16, September 19, September 22, September 29, October 2, October 6, October 10, October 17, and October 23, 2008 (with respect to Item 5.02 only);
- The Company's Definitive Proxy Statement on Schedule 14A dated August 21, 2008

The Company has filed with the SEC a Tender Change of Control Offer Statement on Schedule TO, pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 promulgated thereunder, furnishing certain information with respect to the Change of Control Offer. The Tender Change of Control Offer Statement on Schedule TO, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as set forth above.

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In the event of conflicting information in these documents, the information in the latest filed documents should be considered correct.

You may request a free copy of these filings by writing to us at the following address:

222 Merchandise Mart Plaza, Suite 2024  
Chicago, IL 60654  
Attn: Lee Shapiro, Corporate Secretary

**14. No Solicitations.** The Company has not employed any persons to make solicitations or recommendations in connection with the Change of Control Offer.

**15. Definitions.** All capitalized terms used but not specifically defined herein shall have the meanings given to such terms in the Indenture and the Debentures.

**16. Conflicts.** In the event of any conflict between this Offer to Purchase and the accompanying Purchase Notice on the one hand and the terms of the Indenture or the Debentures or any applicable laws on the other hand, the terms of the Indenture or the Debentures or applicable laws, as the case may be, will control.

**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**

**November 7, 2008**

**Information About the Directors and Executive Officers of the Company and Misys**

The following table sets forth the names of each of the members of the Company's board of directors and each of the Company's executive officers as of November 6, 2008.

Except as noted in the next paragraph, the business address for each of the individuals listed below is: 222 Merchandise Mart Plaza, Suite 2024, Chicago, IL 60654.

The business address for Michael Lawrie, Sir Dominic Cadbury, Jim Malone, John King, Cory Eaves and Kelly Barlow is Misys plc, One Kingdom Street, Paddington, London W2 6BL, United Kingdom.

**Directors**

<u>Name</u>	<u>Title</u>
Michael Lawrie	Chairman
Glen Tullman	Director
Marcel Gamache	Director
Philip Green	Director
Michael Kluger	Director
Sir Dominic Cadbury	Director
Jim Malone	Director
John King	Director
Cory Eaves	Director
Kelly Barlow	Director

**Executive Officers**

<u>Name</u>	<u>Title</u>
Michael Lawrie	Executive Chairman
Glen Tullman	Chief Executive Officer

Name	Title
Lee Shapiro	President, Chief Operating Officer and Secretary
William J. Davis	Chief Financial Officer
Brian Vandenberg	Senior Vice President, General Counsel and Assistant Secretary
Vern Davenport	President, Professional Solutions
Laurie A.S. McGraw	President, Enterprise Solutions
Jeffrey A. Surges	President, Health Systems
Nicoa Dunne	Senior Vice President, Human Resources
Steve Lalonde	Senior Vice President, Sales
Jay Khan	Senior Vice President, Services

The following table sets forth the names of each of the members of Misys's board of directors and each of Misys's executive officers.

The business address for each of the individuals listed below is Misys plc, One Kingdom Street, Paddington, London W2 6BL, United Kingdom.

**Directors**

Name	Title
Sir Dominic Cadbury	Non-Executive Director, Chairman
Michael Lawrie	Executive Director
Jim Malone	Executive Director
John King	Non-Executive Director
Al-Noor Ramji	Non-Executive Director
Jeff Ubben	Non-Executive Director

John Ormerod	Non-Executive Director, Senior Independent Director
Philip Rowley	Non-Executive Director

**Executive Officers**

<u>Name</u>	<u>Title</u>
Michael Lawrie	Chief Executive Officer
Jim Malone	Chief Financial Officer
Bob Barthelmes	Executive Vice President, GM, Open Source Solutions
Cory Eaves	Executive Vice President, Chief Technology Officer
Dan Fitz	Executive Vice President, Company Secretary and General Counsel
Doreen Tyburski	Acting Executive Vice President, Human Resources
Ed Ho	Executive Vice President GM, Treasury & Capital Markets
Eileen McPartland	Executive Vice President GM, Global Sales and Services
Guy Warren	Executive Vice President GM, Core Banking
Paul Musselman	Executive Vice President Strategy and Development
Peter McCullagh	Executive Vice President, Chief Marketing Officer

**PURCHASE NOTICE  
To Surrender**

**3.50% Convertible Senior Debentures due 2024  
(CUSIP Nos. 01988PAA6, 01988PAB4)**

**ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.**

**Pursuant to the Notice of Change of Control and Offer to Purchase**

**given by**

**Allscripts-Misys Healthcare Solutions, Inc.**

**Dated November 7, 2008**

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE NOTICE OF CHANGE OF CONTROL AND OFFER TO PURCHASE, THE RIGHT OF HOLDERS TO SURRENDER DEBENTURES FOR PURCHASE IN THE OFFER EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON DECEMBER 9, 2008 (THE "EXPIRATION DATE"). DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

**The Paying Agent is: Bank of America, N.A.**

*By Regular, Registered or Certified*

*Mail or Overnight Courier:*

LaSalle Global Trust Services

Attn: Margaret Muir

135 South LaSalle Street

Mail Code IL4-135-16-25

Chicago, IL 60603

*By Facsimile:*

(312) 904-4018

*Confirm Receipt of Facsimile Only:*

Telephone: (312) 904-2226

**DELIVERY OF THIS PURCHASE NOTICE TO AN ADDRESS, OR  
TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE, OTHER THAN  
AS SET FORTH ABOVE WILL NOT CONSTITUTE VALID DELIVERY.**

**THE INSTRUCTIONS CONTAINED HEREIN AND IN THE OFFER TO PURCHASE (AS DEFINED BELOW) SHOULD BE READ  
CAREFULLY BEFORE THIS PURCHASE NOTICE IS COMPLETED.**

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By execution hereof, the undersigned acknowledges receipt of the Notice of Change of Control and Offer to Purchase, dated November 7, 2008 (the “Offer to Purchase”), of Allscripts-Misys Healthcare Solutions, Inc. (formerly Allscripts Healthcare Solutions, Inc.), a corporation duly existing under the laws of Delaware (the “Company”), this Change of Control Purchase Notice and instructions hereto (the “Purchase Notice”) and related offer materials, all of which relate to the offer by the Company to purchase, at the option of the holder thereof (the “Holder”), the outstanding 3.50% Convertible Senior Debentures due 2024 of the Company (the “Debentures”).

HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE PAYMENT FOR THE DEBENTURES SURRENDERED FOR PURCHASE IN THE OFFER PURSUANT TO THE OFFER TO PURCHASE MUST VALIDLY DELIVER THIS PURCHASE NOTICE (AND NOT WITHDRAW IT) TO THE PAYING AGENT PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

**This Purchase Notice is to be used by Holders of the Debentures if certificates representing the Debentures are to be physically delivered to the Paying Agent herewith by Holders of Debentures. This Purchase Notice is also being supplied for informational purposes only to persons who hold Debentures in book-entry form through the facilities of The Depository Trust Company (“DTC”). THE TRUSTEE HAS INFORMED THE COMPANY THAT, AS OF THE DATE OF THE OFFER TO PURCHASE, ALL CUSTODIANS AND BENEFICIAL HOLDERS OF THE DEBENTURES HOLD THE DEBENTURES THROUGH DTC ACCOUNTS AND THAT THERE ARE NO CERTIFICATED SECURITIES IN NON-GLOBAL FORM. ACCORDINGLY, ALL DEBENTURES SURRENDERED FOR PURCHASE HEREUNDER MUST BE DELIVERED THROUGH THE TRANSMITTAL PROCEDURES OF DTC.**

In order to properly complete this Purchase Notice, a Holder of Debentures must (i) complete the box entitled “Description of Securities Being Surrendered”; (ii) sign the Purchase Notice; and (iii) complete Substitute Form W-9. Each Holder of Debentures should carefully read the detailed Instructions contained herein prior to completing this Purchase Notice.

The undersigned has completed, executed and delivered this Purchase Notice to indicate the action the undersigned desires to take with respect to the surrendering of Debentures for purchase pursuant to the Offer to Purchase.

Your bank or broker can assist you in completing this form. The instructions included with this Purchase Notice must be followed. Questions and requests for assistance or for additional copies of the Offer to Purchase and this Purchase Notice may be directed to the Paying Agent. See Instruction 8 below.

The Company is not aware of any jurisdiction where the delivery of the Offer to Purchase would not be in compliance with applicable laws. If the Company becomes aware of any jurisdiction where the delivery of the Offer to Purchase would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws or seek to have

such laws declared inapplicable to the delivery of the Offer to Purchase. If after such good faith effort the Company cannot comply with any such applicable laws, the Offer to Purchase will not be delivered to, nor will surrenders be accepted from or on behalf of, the Holders of Debentures residing in such jurisdiction.

List below the Debentures to which this Purchase Notice relates. If the space provided below is inadequate, list the title of the Debentures, the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Purchase Notice.

<b>DESCRIPTION OF SECURITIES BEING SURRENDERED</b>			
If blank, please print name and address of registered Holder(s)	Outstanding Debt (Attach additional list if necessary)		
	Title of Security and Certificate Number(s)*	Aggregate Principal Amount	Principal Amount
(if less than all)**			
<small>Total</small>			
<p>* Need not be completed by book-entry Holders.</p> <p>** Debentures may be tendered in whole or in part in multiples of \$1,000. All Debentures held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 2.</p>			

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**HOLDERS WHO WISH TO SURRENDER THEIR DEBENTURES MUST  
COMPLETE THIS PURCHASE NOTICE IN ITS ENTIRETY.**

**NOTE: SIGNATURES MUST BE PROVIDED BELOW  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

By executing and delivering a Purchase Notice, each signatory hereof (the “undersigned”) represents that the undersigned has received the Notice of Change of Control and Offer to Purchase, dated November 7, 2008 (the “Offer to Purchase”), of Allscripts-Misys Healthcare Solutions, Inc. (formerly Allscripts Healthcare Solutions, Inc.), a corporation existing under the laws of Delaware (the “Company”), which provides the notice to the holders (the “Holders”) required pursuant to the Indenture, dated as of July 6, 2004, between the Company and Bank of America, N.A. as successor by merger to LaSalle Bank, N.A., as trustee (the “Indenture”). Bank of America, N.A. is acting as the “Paying Agent.”

This Purchase Notice relates to the offer to purchase by the Company, at the option of the Holders, at a purchase price, equal to 100% of the principal amount of the Debentures being repurchased (\$1,000 per each \$1,000 principal amount outstanding) plus any accrued and unpaid interest and accrued and unpaid Liquidated Damages (as defined in the Indenture), if any, to but not including December 10, 2008 (the “Change of Control Repurchase Price”), all subject to the terms of the Indenture, the Debentures, the Offer to Purchase and related offer materials, as amended and supplemented from time to time. The Change of Control Repurchase Price is to be paid 100% in cash.

Upon the terms and subject to the conditions set forth herein, the Indenture and the Debentures, and effective upon the acceptance for payment thereof, the undersigned hereby (i) irrevocably sells, assigns and transfers to the Company, all right, title and interest in and to all the Debentures surrendered hereby, (ii) waives any and all rights with respect to the Debentures (including without limitation any existing or past defaults and their consequences in respect of the Debentures and the Indenture under which the Debentures were issued), (iii) releases and discharges the Company and from any and all claims such Holder may have now, or may have in the future arising out of, or related to, the Debentures including without limitation any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Debentures or to participate in any redemption or defeasance of the Debentures and (iv) irrevocably constitutes and appoints the Paying Agent as the true and lawful agent and attorney-in-fact of such Holder with respect to any such surrendered Debentures, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates representing such Debentures, or transfer ownership of such Debentures, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (b) present such Debentures for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Debentures (except that the Paying Agent will have no rights to, or control over, funds from the Company, except as agent for the Company, for the Change of Control Repurchase Price of any surrendered

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Debentures that are purchased by the Company), all in accordance with the terms set forth in the Offer to Purchase.

The undersigned hereby represents and warrants that the undersigned (i) owns the Debentures surrendered and is entitled to surrender such Debentures and (ii) has full power and authority to surrender, sell, assign and transfer the Debentures surrendered hereby and that when such Debentures are accepted for purchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned agrees to all of the terms of the Offer to Purchase and this Purchase Notice. The undersigned will, upon request, execute and deliver any additional documents deemed by the Paying Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Debentures surrendered hereby.

The undersigned understands that all Debentures properly surrendered for purchase prior to 5:00 p.m., New York City time, on (the “Expiration Date”) and not withdrawn prior to 5:00 p.m., New York City time, on the Expiration Date will be purchased at the Change of Control Repurchase Price, in cash, subject to the terms and conditions of the Indenture, the Debentures, the Offer to Purchase and related offer materials, as amended and supplemented from time to time.

Payment for Debentures purchased pursuant to the Offer to Purchase will be made by deposit of the Change of Control Repurchase Price for such Debentures with the Paying Agent, which will act as agent for surrendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders.

The undersigned understands that surrenders of Debentures may be withdrawn by written notice of withdrawal received by the Paying Agent at any time prior to 5:00 p.m., New York City time, on the Expiration Date. See Instruction 1.

It is understood and hereby acknowledged by the undersigned that the certificates evidencing any Debentures validly surrendered pursuant to, but not delivered with, this Purchase Notice must be delivered to the Paying Agent before the Paying Agent will deliver the Purchase Price to the Holder for any such Debentures.

All authority conferred or agreed to be conferred by this Purchase Notice shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Purchase Notice shall be binding upon the undersigned’s heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

The undersigned understands that valid surrender of Debentures pursuant to any one of the procedures described under “Procedures to Be Followed by Holders Electing to Surrender Debentures for Purchase” in the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer to Purchase, including the undersigned’s waiver of any existing defaults and their consequences in respect of the Debentures and the Indenture (including, without limitation, a default in the payment of interest).

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The undersigned understands that the delivery and surrender of the Debentures is not effective, and the risk of loss of the Debentures does not pass to the Paying Agent, until receipt by the Paying Agent of this Purchase Notice, or a facsimile hereof, properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any surrender of Debentures pursuant to the procedures described in the Offer to Purchase and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by the Company, in its sole discretion, which determination shall be final and binding on all parties.

The undersigned hereby requests that any Debentures representing amounts not surrendered be issued in the name(s) of the undersigned, and checks constituting payments for Debentures purchased pursuant to the Offer to Purchase be issued to the order of the undersigned. Similarly, the undersigned hereby requests that any Debentures representing principal amount not surrendered and checks constituting payments for Debentures to be purchased pursuant to the Offer to Purchase be delivered to the undersigned at the address(es) shown herein.

**PLEASE SIGN BELOW**

**(TO BE COMPLETED BY ALL SURRENDERING HOLDERS OF DEBENTURES  
REGARDLESS OF WHETHER DEBENTURES ARE BEING PHYSICALLY  
DELIVERED HEREWITH)**

Pursuant to Section 3.08 of the Indenture, as applicable, the undersigned hereby accepts the Company's offer to purchase this Security. The undersigned hereby directs the Company to pay it or as indicated above the Change of Control Repurchase Price as provided in the Indenture.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Capacity**

If blank, please print name and address of registered Holder(s):

If only a portion of the Debenture is to be purchased, please indicate:

\_\_\_\_\_  
Security and Principal Amount to be purchased (\$1,000 or multiples thereof):

\_\_\_\_\_  
Remaining Principal Amount following such purchase (\$1,000 or multiples thereof):

Signature(s) must be guaranteed by a commercial bank or trust company or a member firm of a major stock exchange with membership in an approved signature guarantee medallion program pursuant to the Securities and Exchange Commission Rule 17Ad-15 if Debentures are to be delivered, other than to or in the name of the registered Holder.

\_\_\_\_\_  
**Signature Guaranteed**

**NOTICE: The signature to the foregoing notice must correspond to the name as written upon the face of this Debenture, in every particular, and without alteration or any change whatsoever.**

If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act. See Instruction 3 below. If the signature appearing below is not of the registered Holder(s) of the Debentures, then the registered Holder(s) must sign a valid power of attorney.

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**INSTRUCTIONS  
FORMING PART OF THE TERMS AND CONDITIONS OF  
THIS PURCHASE NOTICE**

1. PROCEDURES TO BE FOLLOWED BY HOLDERS ELECTING TO SURRENDER DEBENTURES FOR PURCHASE; WITHDRAWAL OF SURRENDERS. To surrender the Debentures pursuant to the Offer to Purchase, certificates representing such Debentures, together with a properly completed and duly executed copy (or facsimile) of this Purchase Notice, and any other documents required by this Purchase Notice must be received by the Paying Agent at one of its addresses set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date, and not withdrawn prior to 5:00 p.m., New York City time, on the Expiration Date. The method of delivery of this Purchase Notice, certificates for Debentures and all other required documents to the Paying Agent is at the election and risk of Holders. If such delivery is to be made by mail, it is suggested that Holders use properly insured registered mail, return receipt requested, and that the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Paying Agent prior to such date. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Paying Agent. THIS PURCHASE NOTICE AND DEBENTURES SHOULD BE SENT ONLY TO THE PAYING AGENT, AND NOT TO THE COMPANY.

This Purchase Notice is also being supplied for informational purposes only to persons who hold securities in book-entry form through the facilities of DTC. Surrender of Debentures held through DTC must be made pursuant to the procedures described under “Procedures to Be Followed by Holders Electing to Surrender Debentures for Purchase — Delivery of Securities — Securities in Global Form” in the Offer to Purchase.

Except as provided herein for securities held in the book-entry form, unless the Debentures being surrendered are deposited with the Paying Agent on or prior to the Purchase Date (accompanied by the appropriate, properly completed and duly executed Purchase Notice and any required signature guarantees and other documents required by this Purchase Notice), the Company may, in its sole discretion, reject such surrender. Payment for Debentures will be made only against deposit of surrendered Debentures in the manner provided herein.

By executing this Purchase Notice (or a facsimile thereof), a surrendering Holder waives any right to receive any notice of the acceptance for payment of surrendered Debentures.

For a full description of the procedures for surrendering Debentures, see “Procedures to Be Followed by Holders Electing to Surrender Debentures for Purchase” in the Offer to Purchase.

Surrenders of Debentures may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date pursuant to the procedures described under “Right of Withdrawal” in the Offer to Purchase.

2. PARTIAL SURRENDERS. Surrenders of Debentures pursuant to the Offer to Purchase will be accepted only in amounts equal to \$1,000 principal amount or integral multiples thereof, unless the Debentures represent your entire holdings. If less than the entire principal

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amount of any Debentures evidenced by a submitted certificate is surrendered, the surrendering Holder must fill in the amount payable at maturity or principal amount surrendered in the last column of the box entitled "Description of Securities Being Surrendered" herein. The entire amount payable at maturity or principal amount, as applicable, represented by the certificates for all Debentures delivered to the Paying Agent will be deemed to have been surrendered unless otherwise indicated.

3. SIGNATURES ON THIS PURCHASE NOTICE, BOND POWERS AND ENDORSEMENT: GUARANTEE OF SIGNATURES. If this Purchase Notice is signed by the registered Holder(s) of the Debentures surrendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

IF THIS PURCHASE NOTICE IS EXECUTED BY A HOLDER OF DEBENTURES WHO IS NOT THE REGISTERED HOLDER, THEN THE REGISTERED HOLDER MUST SIGN A VALID POWER OF ATTORNEY, WITH THE SIGNATURE OF SUCH REGISTERED HOLDER GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY OR A MEMBER FIRM OF A MAJOR STOCK EXCHANGE WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM PURSUANT TO THE SECURITIES AND EXCHANGE COMMISSION RULE 17Ad-15.

If any of the Debentures surrendered hereby are owned of record by two or more joint owners, all such owners must sign this Purchase Notice. If any surrendered Debentures are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this Purchase Notice and any necessary accompanying documents as there are different names in which certificates are held.

If this Purchase Notice is signed by the Holder, and the certificates for any amount payable at maturity or principal amount, as applicable, of Debentures not surrendered for purchase are to be issued (or if any amounts payable at maturity or principal amounts, as applicable, of Debentures that are not surrendered for purchase are to be reissued or returned) to the Holder, and checks constituting payments for Debentures to be purchased pursuant to the Offer to Purchase are to be issued to the order of the Holder, then the Holder need not endorse any certificates for surrendered Debentures nor provide a separate bond power. In any other case (including if this Purchase Notice is not signed by the Holder), the Holder must either properly endorse the certificates for Debentures surrendered or transmit a separate properly completed bond power with this Purchase Notice (in either case, executed exactly as the name(s) of the registered Holder(s) appear(s) on such Debentures), with the signature on the endorsement or bond power guaranteed by an Eligible Institution, unless such certificates or bond powers are executed by an Eligible Institution.

If this Purchase Notice or any certificates representing Debentures or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority so to act must be submitted with this Purchase Notice.

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Endorsements on certificates for Debentures and signatures on bond powers provided in accordance with this Instruction 3 by registered Holders not executing this Purchase Notice must be guaranteed by an Eligible Institution.

No signature guarantee is required if: (i) this Purchase Notice is signed by the registered Holder(s) of the Debentures surrendered herewith and the payments for the Debentures to be purchased are to be made, or any Debentures for amounts payable at maturity not surrendered for purchase are to be issued, directly to such registered Holder(s) and neither the “Special Issuance or Payment Instructions” box nor the “Special Delivery Instructions” box of this Purchase Notice has been completed; or (ii) such Debentures are surrendered for the account of an Eligible Institution. In all other cases, all signatures on Letters of Transmittal accompanying Debentures must be guaranteed by an Eligible Institution.

4. **BACKUP WITHHOLDING; TAX IDENTIFICATION NUMBER; PURPOSE OF FORM W-9.** To prevent backup withholding on payments made to each surrendering U.S. Holder (as defined below), each such U.S. Holder should either (x) provide his, her or its correct taxpayer identification number (“TIN”) by completing the copy of the substitute IRS Form W-9 attached to this Letter of Transmittal, certifying that (1) he, she or it is a “United States person” (as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the “Code”)), (2) the TIN provided is correct (or that such U.S. Holder is awaiting a TIN) and (3) that the U.S. Holder is not subject to backup withholding because: (a) he, she or it is exempt from backup withholding, (b) the holder has not been notified by the Internal Revenue Service (the “IRS”) that he, she or it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the U.S. Holder that he, she or it is no longer subject to backup withholding or (y) otherwise establish an exemption. If a tendering U.S. Holder does not provide his, her or its TIN to the Paying Agent, backup withholding may begin and continue until such holder furnishes his, her or its TIN. If a tendering U.S. Holder does not provide the Paying Agent with the correct TIN or an adequate basis for exemption, such holder may be subject to a \$50 penalty imposed by the IRS, and payments made with respect to the tendered Debentures may be subject to backup withholding. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, foreign holders should (i) submit a properly completed IRS Form W-8BEN to the Paying Agent, certifying under penalties of perjury to the holder’s foreign status or (ii) otherwise establish an exemption. IRS Forms W-8BEN may be obtained from the Paying Agent.

Certain holders (including, among others, corporations and certain foreign individuals) are exempt recipients not subject to these backup withholding requirements. See the enclosed copy of the IRS Substitute Form W-9, Request for Taxpayer Identification Number and Certification, and the Guidelines for Certification of taxpayer Identification Number on Substitute Form W-9. To avoid possible erroneous backup withholding, exempt U.S. Holders, while not required to file Substitute Form W-9, should complete and return the Substitute Form W-9 and check the “Exempt” box on its face.

For the purposes of these instructions, a “U.S. Holder” is a beneficial owner of the Debentures that is, for U.S. federal income tax purposes: (a) an individual who is a citizen or

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resident of the United States; (b) a corporation (or other business entity treated as a corporation) created or organized in or under the laws of the United States or any state thereof (including the District of Columbia); (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (d) a trust if a court within the United States can exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of that trust or a trust that was in existence on August 20, 1996 and validly elected to continue to be treated as a domestic trust.

See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional information and instructions.

5. TRANSFER TAXES. The Company will pay all transfer taxes, if any, payable on the purchase and transfer of Debentures purchased pursuant to the Offer to Purchase, except in the case of deliveries of certificates for Debentures for amounts payable at maturity or principal amounts, as applicable, not surrendered for payment that are to be registered or issued in the name of any person other than the Holder of Debentures surrendered hereby, in which case the amount of any transfer taxes (whether imposed on the registered Holder or such other person) payable on account of the transfer to such person will be deducted from the Change of Control Repurchase Price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer stamps to be affixed to the certificates listed in this Purchase Notice.

6. IRREGULARITIES. All questions as to the validity, form, eligibility (including the time of receipt) and acceptance for payment of any surrenders of Debentures pursuant to the procedures described in the Offer to Purchase and the form and validity (including the time of receipt of notices of withdrawal) of all documents will be determined by the Company, in its sole discretion, which determination shall be final and binding on all parties. The Company reserves the absolute right to reject any or all surrenders determined by them not to be in proper form or the acceptance of or payment for which may be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Offer to Purchase and any defect or irregularity in the surrender of any particular Debentures. The Company's interpretations of the terms and conditions of the Offer to Purchase (including without limitation the instructions in this Purchase Notice) shall be final and binding. No alternative, conditional or contingent surrenders will be accepted. Unless waived, any irregularities in connection with surrenders must be cured within such time as the Company shall determine. None of the Company, the Paying Agent or any other person will be under any duty to give notification of any defects or irregularities in such surrenders or will incur any liability to Holders for failure to give such notification. Surrenders of such Debentures shall not be deemed to have been made until such irregularities have been cured or waived. Any Debentures received by the Paying Agent that are not properly surrendered and as to which the irregularities have not been cured or waived will be returned by the Paying Agent to the surrendering Holders, unless such Holders have otherwise provided herein, as promptly as practical following the Purchase Date.

7. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions relating to the procedure for surrendering Debentures and requests for assistance or additional

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copies of the Offer to Purchase and this Purchase Notice may be directed to, and additional information about the Offer to Purchase may be obtained from the Paying Agent, whose address and telephone number appears on the cover page.

### **IMPORTANT TAX INFORMATION**

Under United States federal income tax laws, a Holder whose tendered Debentures are accepted for payment may provide the Paying Agent (as payer) with such Holder's correct TIN on the attached Substitute Form W-9 or, alternatively, otherwise establish a basis for exemption from backup withholding. If such Holder is an individual, the TIN is his social security number. If the Paying Agent is not provided with the correct TIN, a penalty may be imposed by the IRS, and payments made with respect to Debentures purchased pursuant to the Offer to Purchase may be subject to backup withholding. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of severe criminal and/or civil fines and penalties.

Certain Holders (including, among others, all corporations and certain foreign persons) are not subject to these backup withholding requirements. Exempt Holders should furnish their TIN, write "Exempt" on the face of the Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the Paying Agent. A foreign person may qualify as an exempt recipient by submitting to the Paying Agent a properly completed IRS Form W-8BEN, or similar form, signed under penalties of perjury, attesting to that Holder's foreign status. A Form W-8BEN can be obtained from the Paying Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

If backup withholding applies, the Paying Agent is required to withhold 28% of any payments made to the Holder or other payee. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided that the required information is properly furnished to the IRS.

#### ***Purpose of Substitute Form W-9.***

To prevent backup withholding on payments that are made to a Holder with respect to Debentures purchased pursuant to the Offer to Purchase, the Holder is required to provide the Paying Agent with his correct TIN by completing the attached Substitute Form W-9 certifying that (i) the TIN provided on Substitute Form W-9 is correct (or that such Holder is awaiting a TIN), (ii) the Holder is exempt from backup withholding, or the Holder has not been notified by the IRS that the Holder is subject to backup withholding as a result of failure to report all interest or dividends or the Internal Revenue Service has notified the Holder that the Holder is no longer subject to backup withholding, and (iii) the Holder is a U.S. person (including a U.S. resident alien).

#### ***What Number to Give the Paying Agent.***

The Holder is required to give the Paying Agent the TIN (e.g., social security number or employer identification number) of the registered Holder of the Debentures. If the Debentures are held in more than one name or are held not in the name of the actual owner, consult the

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enclosed “Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9” for additional guidance on which number to report.

A Holder that has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future should write “applied for” on the line for the taxpayer’s TIN and also sign and date the attached “Certificate of Awaiting Taxpayer Identification Number.” In the event that such Holder fails to provide a TIN to the Paying Agent, the Paying Agent may backup withhold 28% of the payments made to such Holder.

**PAYOR'S NAME: BANK OF AMERICA, N.A.**

**SUBSTITUTE  
Form W-9**

**Part 1** — TAXPAYER IDENTIFICATION NUMBER —  
PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT  
AND CERTIFY BY SIGNING AND DATING BELOW. IF  
AWAITING TIN, WRITE "APPLIED FOR."

Social security number or  
Employer identification number

**Payor's Request for Taxpayer  
Identification Number ("TIN")  
and Certification**

**Part 2** — For Payees Exempt from Backup Withholding — Check the box if you are NOT subject to  
backup withholding.

**Name**

**Part 3** — Certification — Under penalties of perjury, I certify that: (1) the number shown on this form  
is my correct taxpayer identification number (or I am waiting for a number to be issued to me), (2) I am  
not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not  
been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of  
a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to  
backup withholding and (3) I am a U.S. person (including a U.S. resident alien).

**Business name if different from above.  
Check appropriate box:**

- individual/sole
- proprietor
- corporation
- partnership
- other

*Certificate Instructions* — You must cross out item (2) in Part 3 above if you have been notified by IRS  
that you are currently subject to backup withholding because you have failed to report all interest and  
dividends on your tax return. However, if, after being notified by the IRS that you were subject to backup  
withholding, you received another notification from the IRS that you are no longer subject to backup  
withholding, do not cross out item 2.

Address \_\_\_\_\_

Signature of U.S. person \_\_\_\_\_ Dated \_\_\_\_\_, 2008

**NOTE: FAILURE TO COMPLETE THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE PURCHASE NOTICE. IN ADDITION, FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN A PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" INSTEAD OF A TIN IN THE SUBSTITUTE FORM W-9**

**CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable payments made to me may be withheld until I provide a taxpayer identification number to the Paying Agent.

Signature of U.S. person \_\_\_\_\_

Dated \_\_\_\_\_, 2008

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9**

**Guidelines for Determining the Proper Identification Number to Give the Payer** — Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer Identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

<b>For this type of account:</b>	<b>Give the SOCIAL SECURITY number of:</b>
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
5. Sole proprietorship or single-owner LLC	The owner(3)
6. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(4)

<b>For this type of account:</b>	<b>Give the EMPLOYER IDENTIFICATION number of:</b>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, or educational organization or other tax exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Dep't of Agriculture in the name of a public entity (such as a State or local government, school district or prison) that receives agricultural program payments.	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's social security number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number (if you have one).
- (4) List first and circle the name of the legal trust, estate or pension trust.

**NOTE:** If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

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**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9**

**Obtaining a Number**

If you don't have a taxpayer identification number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

**Payees Exempt from Backup Withholding**

Payees specifically exempted from backup withholding on ALL payments include the following:

- An organization exempt from tax under section 501(a), an individual retirement plan or a custodial account under Section 403(b)(7) if the account satisfies the requirements of Section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A State, The District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.

Other payees that may be exempt from back-up withholding include the following:

- A corporation
- A financial institution
- A dealer in securities or commodities required to register in the U.S., the District of Columbia or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- A trust exempt from tax under section 664 or described in section 4947.
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

**Payments of dividends and patronage dividends not generally subject to backup withholding include the following:**

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends not paid in money.

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- Payments made by certain foreign organizations.

**Payments of interest not generally subject to backup withholding include the following:**

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE face OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A and 6050N, and their regulations.

**Privacy Act Notice** — Section 6109 requires most recipients of dividend, interest, or other payments to give their correct taxpayer identification numbers to payers who must report the payments to IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal or state agencies to enforce Federal non-tax criminal laws and to combat terrorism. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

\* Unless otherwise indicated, all section references are to the Internal Revenue Code of 1986, as amended.

**Penalties**

**(1) Penalty for Failure to Furnish Taxpayer Identification Number.** — If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**(2) Civil Penalty for False Information With Respect to Withholding.** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

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**(3) Criminal Penalty for Falsifying Information.** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**(4) Misuse of Taxpayer Identification Numbers.** — If the requester discloses or uses taxpayer identification numbers in violation of federal law, the requester may be subject to civil and criminal penalties.

**FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.**

**Allscripts Announces Notice of Offer to Purchase in Cash  
3.50% Convertible Senior Debentures due 2024**

CHICAGO – November 7, 2008 – Allscripts-Misys Healthcare Solutions, Inc. (formerly named Allscripts Healthcare Solutions, Inc.), a corporation existing under the laws of Delaware (“Allscripts”) and headquartered in Chicago, Illinois announced today its offer to holders to purchase all of its 3.50% Convertible Senior Debentures due 2024 (the “Debentures”) at a purchase price (the “Change of Control Repurchase Price”) equal to 100% of the principal amount of the Debentures being repurchased (\$1,000 per each \$1,000 principal amount outstanding) plus any accrued and unpaid interest and accrued and unpaid Liquidated Damages (as defined in the Indenture governing the Debentures between Allscripts and Bank of America, N.A. as successor by merger to LaSalle Bank N.A., dated as of July 6, 2004), if any, to but not including December 10, 2008 (the “Change of Control Repurchase Date”), subject to the terms and conditions described in each of the Notice of Change of Control and the Offer to Purchase, both dated November 7, 2008 (the “Offer to Purchase”), and related Purchase Notice (the “Purchase Notice”) (which together, as they may be amended and supplemented from time to time, constitute the “Change of Control Offer”). Allscripts will pay the purchase price in the Change of Control Offer in cash. **The Change of Control Offer and withdrawal rights will expire at 5:00 p.m., Eastern Standard Time, on December 9, 2008, unless the Change of Control Offer is extended.**

Allscripts is offering to purchase the Debentures to satisfy its obligation under the Indenture to repurchase the Debentures following a “Change of Control” of Allscripts. A “Change of Control” (as defined in clause (i) of the definition thereof in the Indenture) occurred on October 10, 2008, as a result of the acquisition by Misys plc (“Misys”) and its subsidiaries of in excess of 50% of the issued and outstanding shares of Allscripts common stock pursuant to an Agreement and Plan of Merger dated as of March 17, 2008 by and among Misys, Misys Healthcare Systems, LLC, a wholly-owned indirect subsidiary of Misys (“MHS”), Allscripts and Patriot Merger Company, LLC, a wholly-owned subsidiary of Allscripts (“Patriot”), which included (i) the merger of Patriot with and into MHS, with MHS continuing as the surviving entity as a wholly-owned subsidiary of Allscripts, in consideration for which a subsidiary of Misys received shares of Allscripts common stock and (ii) the purchase by a subsidiary of Misys of 18,857,142 shares of Allscripts common stock for \$330,000,000 in cash.

In order to surrender Debentures for purchase, a purchase notice must be delivered to Bank of America, N.A., as successor by merger to LaSalle Bank N.A., the paying agent, or through The Depository Trust Company by 5:00 p.m., Eastern Standard Time, on December 9, 2008. Holders may withdraw any Debentures previously surrendered for purchase at any time prior to 5:00 p.m., Eastern Standard Time, on December 9, 2008 by delivering a notice of withdrawal to the paying agent at the address listed in the Offer to Purchase or through the Depository Trust Company. Generally, a holder of Debentures will recognize gain or loss on the surrender of Debentures in the Change of Control Offer equal to the difference between the amount realized on the surrender and the tax holder’s basis in the Debentures, except to the extent attributable to accrued but unpaid interest (which will instead be taxable as ordinary income) and may be subject to applicable withholding taxes. Debenture holders are urged to consult their tax advisors.

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## About Allscripts

Allscripts (Nasdaq: MDRX) uses innovation technology to bring health to healthcare. More than 150,000 physicians, 700 hospitals and nearly 7,000 post-acute and homecare organizations utilize Allscripts to improve the health of their patients and their bottom line. The company's award-winning solutions include electronic health records, electronic prescribing, revenue cycle management, practice management, document management, medication services, hospital care management, emergency department information systems and homecare automation. Allscripts is the brand name of Allscripts-Misys Healthcare Solutions, Inc. To learn more, visit <http://www.allscripts.com>.

This news release may contain forward-looking statements within the meaning of the federal securities laws. Statements regarding future events, developments, the Company's future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements within the meaning of these laws. These forward-looking statements are subject to a number of risks and uncertainties, some of which are outlined below. As a result, actual results may vary materially from those anticipated by the forward-looking statements. Among the important factors that could cause actual results to differ materially from those indicated by such forward-looking statements are: the volume and timing of systems sales and installations; length of sales cycles and the installation process; the possibility that products will not achieve or sustain market acceptance; the timing, cost and success or failure of new product and service introductions, development and product upgrade releases; competitive pressures including product offerings, pricing and promotional activities; our ability to establish and maintain strategic relationships; undetected errors or similar problems in our software products; compliance with existing laws, regulations and industry initiatives and future changes in laws or regulations in the healthcare industry; possible regulation of the Company's software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; our ability to attract and retain qualified personnel; our ability to identify and complete acquisitions, manage our growth and integrate acquisitions; the ability to recognize the benefits of the merger with Misys Healthcare Systems, LLC ("MHS"); the integration of MHS with the Company and the possible disruption of current plans and operations as a result thereof; maintaining our intellectual property rights and litigation involving intellectual property rights; risks related to third-party suppliers; our ability to obtain, use or successfully integrate third-party licensed technology; breach of our security by third parties; and the risk factors detailed from time to time in our reports filed with the Securities and Exchange Commission, including our 2007 Annual Report on Form 10-K available through the Web site maintained by the Securities and Exchange Commission at [www.sec.gov](http://www.sec.gov). The Company undertakes no obligation to update publicly any forward-looking statement, whether as a result of new information, future events or otherwise.