

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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): October 10, 2008

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

000-32085
(Commission File Number)

36-4392754
(IRS Employer Identification No.)

222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: **(312) 506-1200**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Introduction

As previously disclosed, on March 17, 2008, Allscripts Healthcare Solutions, Inc. (“Allscripts”) entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Misys plc (“Misys”), Misys Healthcare Systems, LLC (“MHS”), and Patriot Merger Company, LLC (“Patriot”). On October 10, 2008, Allscripts completed the transactions contemplated by the Merger Agreement (the “Transactions”), which included the merger of Patriot with and into MHS (the “Merger”), with MHS surviving as a wholly-owned subsidiary of Allscripts, and the purchase by Misys, through one of its subsidiaries, of shares of Allscripts’ common stock for \$330,000,000 in cash (the “Share Purchase”), each as further described below. At the closing of the Merger, Allscripts changed its name to Allscripts-Misys Healthcare Solutions, Inc. (“Allscripts-Misys”).

Item 1.01. Entry into a Material Definitive Agreement.

MOU. On October 10, 2008, Allscripts entered into a Memorandum of Understanding dated as of October 9, 2008 with Misys (the “MOU”), regarding a Shared Services Agreement to be entered into between Allscripts-Misys and Misys (the “Shared Services Agreement”) and the provision of certain services by Misys to Allscripts-Misys and Allscripts-Misys to Misys in the interim period until the Shared Services Agreement is fully negotiated and executed.

These services being provided to Allscripts-Misys include: (1) human resource functions such as administration, selection of benefit plans and designing employee survey and training programs, (2) management services, (3) procurement services such as travel arrangements, disaster recovery and vendor management, (4) research and development services such as software development, (5) access to information technology, telephony, facilities and other related services at Misys’ customer support center located in Manila, The Philippines; and (6) information system services such as planning, support and database administration. Allscripts-Misys is also providing Misys with certain tax and payroll processing services. The anticipated net monthly cost to Allscripts-Misys of the services being provided under the MOU is estimated to be between approximately \$2,000,000 and \$2,250,000 plus software development fees to be charged as incurred and third-party expenses to be billed at actual cost; however, it is currently anticipated that certain information systems services personnel will be retained by Allscripts-Misys and, as a result, this monthly estimate would be reduced by approximately \$1.5 million, which would bring the expected range down to \$500,000 to \$750,000 per month plus software development fees to be charged as incurred and third-party expenses to be billed at actual cost.

Misys and Allscripts-Misys agreed in the MOU to continue the negotiation of the Shared Services Agreement and to finalize such agreement as soon as possible.

The summary disclosure above is being furnished to provide information regarding certain of the terms of the MOU. A copy of the MOU is attached to, and is incorporated by reference into, this Current Report on Form 8-K as Exhibit 10.1. The foregoing description of the MOU is qualified in its entirety by reference to the full text of the MOU.

Trademark License. On October 10, 2008, Misys terminated its existing trademark license to MHS and replaced it with a royalty-free license (the “Trademark License Agreement”) enabling MHS to use the Misys brand name and logo and certain Misys healthcare-specific marks and to sublicense to Allscripts-Misys and its affiliates the use of such licensed marks in their respective healthcare information technology businesses. Also on October 10, 2008, MHS and Allscripts executed a sublicense agreement (the “Trademark Sublicense Agreement”) consistent with the terms of the Trademark License Agreement. The summary disclosure regarding the Trademark License Agreement

and the Trademark Sublicense Agreement above is being furnished to provide information regarding certain of the terms of such agreements. A copy of the Trademark License Agreement and the Trademark Sublicense Agreement are attached to, and are incorporated by reference into, this Current Report on Form 8-K as Exhibits 10.2 and 10.3, respectively. The foregoing description of the Trademark License Agreement and the Trademark Sublicense Agreement is qualified in its entirety by reference to the full text of such agreements.

Proprietary Software License. On October 10, 2008, Misys Open Source Solutions LLC, a subsidiary of Misys, licensed to MHS on a non-exclusive, royalty-free, worldwide basis the proprietary components of the Misys Connect software owned by Misys' open source division for use in healthcare information technology products and services (the "Proprietary License"). Under the terms of the Proprietary License, MHS, Allscripts-Misys and Allscripts-Misys' wholly-owned subsidiaries may license use of the proprietary Misys Connect software to their customers and are responsible for maintaining and supporting their customers' use of the licensed Misys Connect software. The summary disclosure regarding the Proprietary License above is being furnished to provide information regarding certain of the terms of the Proprietary License. A copy of the Proprietary License is attached to, and is incorporated by reference into, this Current Report on Form 8-K as Exhibit 10.4. The foregoing description of the Proprietary License is qualified in its entirety by reference to the full text of the Proprietary License.

As noted in Item 5.02 below, the directors appointed to Allscripts-Misys' board of directors on October 10, 2008 as contemplated by the Merger Agreement are officers and/or directors of Misys (or, in one case, a partner at Misys' largest shareholder), and thus are related parties with an indirect material interest in the above described contracts. Additionally, Misys, which indirectly owns and controls approximately 56.8% of the outstanding shares of Allscripts-Misys common stock, has a direct material interest in the above described contracts as a party thereto either directly or through its subsidiaries.

Item 2.01. Completion of Acquisition or Disposition of Assets.

At the 2008 annual meeting of Allscripts' stockholders held on October 6, 2008, Allscripts received the stockholder approvals necessary to complete the Transactions and the Transactions were completed on October 10, 2008. The Transactions included:

- *The Merger.* Allscripts and MHS combined their businesses through the merger of Patriot with and into MHS. As a result of the Merger, MHS became a wholly-owned subsidiary of Allscripts. In the Merger, Misys Holdings Inc., a subsidiary of Misys received 64,028,875 million newly issued shares of Allscripts-Misys common stock. As noted above, upon the closing of the Transactions, Allscripts was renamed Allscripts-Misys Healthcare Solutions, Inc.
- *The Share Purchase.* Immediately following the merger, Misys Patriot Ltd., a subsidiary of Misys, purchased from Allscripts 18,857,142 newly issued shares of Allscripts-Misys common stock, for an aggregate purchase price of \$330,000,000 in cash. To fund the Share Purchase, Misys used proceeds from a private placement of its ordinary shares to a subsidiary of ValueAct Capital Master Fund, L.P. ("ValueActCapital"), Misys' largest shareholder, and drew from both a \$150.0 million revolving credit bridge facility agreement dated September 29, 2008 between Misys and HSBC Bank plc, The Governor and Company of the Bank of Ireland and The Royal Bank of Scotland plc and a \$175.0 million bridge facility agreement dated September 29, 2008 between Misys and a subsidiary of ValueAct Capital. Immediately following completion of the Merger and Share Purchase, Misys, through two wholly-owned

subsidiaries, owned approximately 56.8% of the issued and outstanding shares of Allscripts-Misys' common stock.

- *Post-Closing Corporate Governance.* In connection with the closing of the Transactions, Allscripts' certificate of incorporation and by-laws were amended and restated (as further described in Item 3.03 below) to provide for, among other things, (a) the change of Allscripts' name to Allscripts-Misys Healthcare Solutions, Inc., (b) an increase in the authorized number of shares of Allscripts-Misys common stock, (c) certain majority and minority stockholder protections, and (d) certain changes to the structure of its board of directors. Additionally, as previously disclosed, Allscripts and Misys entered into that certain Relationship Agreement, dated March 17, 2008, as amended (the "Relationship Agreement"), which sets forth the agreement between Allscripts and Misys with respect to certain governance and other matters, including the composition of the board of directors, a voting agreement from Misys and a standstill agreement that Misys will not acquire more than 60 percent of the fully-diluted number of shares of Allscripts-Misys common stock. Misys has agreed that it will not sell, transfer or dispose of 15 percent or more of the outstanding shares of Allscripts-Misys common stock unless approved by the Allscripts-Misys' board of directors. The Relationship Agreement also contains anti-dilution protection for Misys in the event of issuances of Allscripts-Misys common stock, subject to limited exceptions, such as grants under Allscripts-Misys' benefit plans under 1.85 percent of the fully-diluted number of shares of Allscripts-Misys common stock. Substantially all of the provisions of the Relationship Agreement became effective as of the effective time of the Merger. The foregoing description of the Relationship Agreement is qualified in its entirety by reference to the full text of the Relationship Agreement, which is incorporated by reference herein from Exhibit 10.3 to Allscripts' Current Report on Form 8-K filed on March 19, 2008.

As contemplated by the Merger Agreement, Allscripts-Misys will pay a special cash dividend of \$5.23 per share of common stock on October 17, 2008 to Allscripts' stockholders of record as of the close of business on October 9, 2008.

The description of the Merger Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to the text of the Merger Agreement, which is incorporated by reference herein from Exhibits 2.1 to Allscripts' Current Report on Form 8-K filed on March 19, 2008.

Item 3.02. Unregistered Sale of Equity Securities.

As discussed in Item 2.01, on October 10, 2008, Allscripts issued an aggregate of 82,886,017 shares of Allscripts-Misys common stock, par value \$0.01 per share, to Misys Patriot Ltd. and Misys Holdings Inc. in connection with the Merger and Share Purchase in exchange for \$330,000,000 in cash and the merger of MHS with a subsidiary of Allscripts. The common stock was issued to Misys Patriot Ltd. and Misys Holdings Inc. in an offering exempt from the Securities Act registration requirements under Section 4(2) of the Securities Act of 1933.

Item 3.03. Material Modification to Rights of Security Holders.

The information in Item 5.03 below is incorporated herein by reference.

On October 10, 2008, as contemplated by the Merger Agreement and after receiving the necessary approval of Allscripts' stockholders, Allscripts filed its Second Amended and Restated Certificate of Incorporation (the "Amended Charter") with the Secretary of State of the State of Delaware and the amendment and restatement of Allscripts by-laws (the "Amended By-Laws") set forth in Annex C to Allscripts' proxy statement for its 2008 annual meeting of stockholders filed with the Securities and Exchange Commission (the "SEC") on August 21, 2008 (the "Proxy Statement") became effective. The following is a summary of the general effect of the modifications contained in the Amended Charter and Amended By-Laws upon holders of Allscripts-Misys' common stock. The Amended Charter and Amended By-Laws are attached hereto as Exhibits 3.1 and 3.2, respectively, and are incorporated by reference herein. This summary is qualified in its entirety by reference to the full text of the Amended Charter and Amended By-Laws.

Amended Charter

General. The Amended Charter changes Allscripts' corporate name to "Allscripts-Misys Healthcare Solutions, Inc." Additionally, the total number of shares of stock of all classes that Allscripts-Misys now has authority to issue was increased from 151,000,000 to 200,000,000, consisting of 199,000,000 shares of common stock, which is an increase of 49,000,000 shares, and 1,000,000 shares of preferred stock, which was unchanged. The Amended Charter also provides that stockholders of Allscripts-Misys shall not have pre-emptive rights other than as agreed to by Allscripts-Misys, which modification was made because the Relationship Agreement contains pre-emptive rights for Misys in the event of issuances of Allscripts-Misys common stock, subject to certain limited exceptions.

Board Matters. The Amended Charter also:

- sets the size of the board of directors at ten;
- provides that directors stand for election at each annual meeting, instead of the former classification of the board of directors whereby directors were elected to the board once every three years and deleted the provisions related to the classification of the board of directors;
- provides that vacancies on the board be filled by either the independent nominating committee or the nominating and governance committee, as applicable, and not by a majority of the entire board of directors;
- provides that directors may be removed without cause by the affirmative vote of a majority of Allscripts-Misys' voting power; and
- deletes the list of enumerated powers granted to the board of directors, except for the approval of the annual budget and the board's power to amend the by-laws, which list formerly included the power to, among other things authorize the borrowing of money or the issuance of bonds and other indebtedness, fix and determine, and vary the amount of, the working capital of Allscripts, and determine the use or investment of any assets of Allscripts and authorize the negotiation and execution on behalf of Allscripts of agreements with officers and other employees of Allscripts relating to the payment of severance.

Board Committees. The Amended Charter includes new provisions setting forth specific committees of the board of directors as well as the composition and authority thereof. Each committee of the Allscripts-Misys board of directors must consist of at least two directors, one of which must be a director who was formerly a director of Allscripts or an independent director nominated to the board of directors by the former Allscripts directors who serve on the Allscripts-Misys board after consummation of the Transactions or their successors (each, a “Legacy Allscripts Director”).

The audit committee of the Allscripts-Misys board of directors consists of three Legacy Allscripts Directors, one of whom must be a financial expert. In addition to the powers and responsibilities granted to the audit committee pursuant to its charter or by the board of directors, the audit committee has certain approval rights, including approval of any commercial or other transaction (including a squeeze-out) and other arrangements between Allscripts-Misys and its subsidiaries, on the one hand, and Misys and its other subsidiaries, on the other hand, and approval of any delisting of Allscripts-Misys common stock from NASDAQ or any other exchange. Such actions must also be approved by a majority of the entire board.

The nominating and governance committee consists of three directors one of which will be a Legacy Allscripts Director or the chief executive officer and the remaining two of which will be nominated by the majority of the entire board of directors (a “Misys Director”). The nominating and governance committee has the sole authority to nominate six directors (other than persons nominated by the independent nominating committee) to stand for election as directors by the stockholders or to nominate replacements for vacancies of directors previously nominated by the nominating and governance committee.

The independent nominating committee consists of three Legacy Allscripts Directors and has the sole authority to nominate three independent directors and the chief executive officer to stand for election by the stockholders as directors or to nominate replacements for these directors.

The compensation committee consists of two Legacy Allscripts Directors and the chairman of the board. The compensation committee is expressly granted the authority to approve all executive officer compensation and recommend the adoption of new equity incentive plans to the full board of directors, which in each case is subject to the further approval of a majority of the entire board of directors.

Action by Written Consent. The Amended Charter removes the former prohibition against stockholder action by written consent. As a result, any action of Allscripts-Misys’ stockholders that may be taken at a meeting may be taken by written consent, without prior notice. As a result, Misys will have the power to take action by written consent without prior notice to, or the vote of, any other stockholder of Allscripts-Misys since Misys indirectly owns a majority of the outstanding common stock of Allscripts-Misys.

Ability to Call Special Meeting. A special meeting of stockholders may only be called by the chairman of the board or upon a resolution of the board approved by a majority of the entire board of directors. As a result, Misys Directors will have the ability to call or prevent a special meeting of Allscripts-Misys stockholders.

Supermajority Approval Requirements. The Amended Charter deletes the supermajority eighty percent (80%) stockholder voting requirement formerly required to amend:

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- Article Seventh of the certificate of incorporation, relating to the powers of the board of directors, including its power to amend the by-laws;
 - Article Eighth of the certificate of incorporation, relating to action by written consent of stockholders and holding stockholder and director meetings and to having offices within or outside of the State of Delaware; and
 - Sections 3 and 7 of Article II of the by-laws regarding stockholder action and quorum and voting requirements, and Sections 1, 2 and 3 of Article III of the by-laws, regarding the number, election and terms of directors, vacancies and newly created board seats and removal of directors.

Takeover Items. Under Allscripts' former certificate of incorporation, Allscripts had elected to be governed by Section 203 of the Delaware General Corporation Law. Under the Amended Charter, however, Allscripts-Misys has elected not to be governed by Section 203 of the Delaware General Corporation Law, which election will take effect on October 10, 2009. Section 203 of the Delaware General Corporation Law generally provides that if a person or group acquires fifteen percent (15%) or more of a corporation's voting stock (thereby becoming an "interested stockholder") without prior board approval, such interested stockholder may not, for a period of three years, engage in a wide range of business combination transactions with the corporation. The Amended Charter removes the provision in the former certificate of incorporation which provided that, in determining whether an acquisition proposal was in the best interests of Allscripts and its stockholders, the board of directors may, to the extent permitted by law, consider all factors it deems relevant, including social, legal and economic effects upon employees, suppliers, customers and the communities in which Allscripts is located.

Amendments. The Amended Charter also modifies the amendment provision so that, subject to the provisions of the Amended By-Laws or as otherwise provided in the Amended Charter, the provisions related to Amendment of By-Laws (Article Ninth), Indemnification (Article Tenth), Election and Nomination of Directors and Committees of the Board (the first, third and seventh paragraphs of Article Seventh) and Amendments (Article Thirteenth), may only be amended or waived with the consent of a majority of the members of the audit committee. The Amended Charter and the Relationship Agreement also provide that Misys will not propose or vote in favor of any amendment, alteration, modification or change of the Amended Charter that would be inconsistent with the Relationship Agreement or the Amended By-Laws.

Amended By-Laws

The Amended By-Laws contain the same provisions described in this Item 3.03 in the first four bullet points under the heading "Amended Charter – Board Matters." The Amended By-Laws also provide for action by written consent of Allscripts-Misys stockholders, with or without notice, if:

- such action is approved by the necessary vote of stockholders;
- the consents are delivered to Allscripts-Misys within 60 days of the date of the delivery of the earliest consent so delivered to Allscripts-Misys;
- stockholders who do not consent are provided with written notice of such action by written consent; and

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- such action is not the election of directors, which may not be accomplished by written consent.

If the board of directors did not set a record date of stockholders for such written action, the record date will be the first date a written consent is delivered to Allscripts-Misys, unless board action is required by applicable law to effect such action taken by written consent, in which case the record date will be the date the board takes such required action.

Item 4.01. Changes in Registrant's Certifying Accountant.

The Merger was treated as a "reverse acquisition" for accounting purposes and, as such, the historical financial statements of the accounting acquirer, MHS, will become the historical financial statements of Allscripts-Misys. PricewaterhouseCoopers LLP was the independent auditors that audited MHS' financial statements for the fiscal years ended May 31, 2008, 2007 and 2006. Allscripts-Misys (formerly Allscripts) has continued the retention of Grant Thornton LLP as its independent registered public accounting firm following the Merger for the purpose of Grant Thornton LLP completing its review of Allscripts' Form 10-Q for the quarterly period ended September 30, 2008, which will contain only the financial results of Allscripts Healthcare Solutions, Inc. since the quarterly period ended prior to the completion of the reverse acquisition. Concurrent with the filing of Allscripts-Misys' Form 10-Q for the quarterly period ended September 30, 2008, it is expected that the audit committee of Allscripts-Misys will dismiss Grant Thornton LLP's as its independent registered public accounting firm.

(a) Grant Thornton LLP was the independent registered public accounting firm that audited Allscripts' financial statements for the fiscal years ended December 31, 2007, 2006 and 2005. The audit committee had engaged Grant Thornton LLP to be the independent registered public accounting firm for Allscripts for the year ending December 31, 2008. In connection with the closing of the Transactions, on October 17, 2008, the audit committee of Allscripts-Misys chose to (i) retain Grant Thornton LLP as Allscripts' independent registered public accounting firm for the purpose of Grant Thornton LLP completing its review of Allscripts-Misys' Form 10-Q for the quarterly period ended September 30, 2008, which will contain only the financial results of Allscripts Healthcare Solutions, Inc. since the quarterly period ended prior to the completion of the reverse acquisition and (ii) formally engage PricewaterhouseCoopers LLP to be the independent registered public accounting firm for Allscripts-Misys for the fiscal year ending May 31, 2009. PricewaterhouseCoopers LLP was the independent auditors that audited MHS' financial statements for the fiscal years ended May 31, 2008, 2007 and 2006. Grant Thornton LLP's reports on Allscripts' financial statements for the most recent fiscal years ended December 31, 2007, 2006 and 2005 did not contain an adverse opinion or disclaimer of opinion, or qualification or modification as to uncertainty, audit scope, or accounting principles. In addition, during Allscripts' two most recent fiscal years and through the date of this report, there were no disagreements with Grant Thornton LLP on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreement(s), if not resolved to the satisfaction of Grant Thornton LLP, would have caused it to make reference to the subject matter of the disagreement(s) in connection with its report.

Allscripts-Misys has provided Grant Thornton LLP with a copy of the foregoing disclosures and requested that Grant Thornton LLP furnish a letter addressed to the United States Securities and Exchange Commission stating whether it agreed with the above statements made by Allscripts-Misys. A copy of such letter, dated October 17, 2008, is filed as Exhibit 16.1 to this Form 8-K, and incorporated herein by reference.

(b) As noted above in Item 4.01(a), on October 17, 2008, the audit committee of Allscripts-Misys formally engaged PricewaterhouseCoopers LLP to be the independent registered public

accounting firm for Allscripts-Misys for the fiscal year ending May 31, 2009. PricewaterhouseCoopers LLP was the independent registered public accounting firm that audited MHS' financial statements for the fiscal years ended May 31, 2008, 2007 and 2006. During the fiscal years ended December 31, 2007 and 2006, and during the transition period through October 17, 2008, Allscripts did not consult with PricewaterhouseCoopers LLP in regards to Allscripts' financial statements, which were audited by Grant Thornton LLP, with respect to any of (i) the application of accounting principles to a specified transaction, either completed or proposed; (ii) the type of audit opinion that was rendered on the Allscripts' financial statements or the type of audit opinion that might be rendered on Allscripts-Misys' financial statements; or (iii) any other matter that was either the subject of a disagreement (as defined in Item 304(a)(1)(iv) of Regulation S-K) or a reportable event of the type described in Item 304(a)(1)(v) of Regulation S-K. During the fiscal years ended May 31, 2008 and 2007, and during the transition period through October 17, 2008, MHS did consult with PricewaterhouseCoopers LLP, as its independent auditors, with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed; and (ii) the type of audit opinion that was rendered on the MHS' financial statements or the type of audit opinion that might be rendered on MHS' financial statements.

Item 5.01 Changes in Control of Registrant.

The information in Items 2.01 above and in Item 5.03 below is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Board of Directors of the Company

Effective on October 10, 2008, pursuant to the Merger Agreement, the following directors resigned from Allscripts' board of directors: M. Fazle Husain, Bernard Goldstein and Robert A. Compton. Marcel L. "Gus" Gamache, Glen Tullman, Philip D. Green and Michael J. Kluger will remain on Allscripts-Misys' board of directors. Additionally, effective October 10, 2008, the following directors were appointed to Allscripts-Misys' board of directors at Misys' direction in accordance with the terms of the Merger Agreement and Relationship Agreement (which generally provides that Misys can designate six directors for appointment to the Allscripts-Misys' board of directors): Sir Dominic Cadbury, Mike Lawrie, Jim Malone, John King, Cory A. Eaves and Kelly J. Barlow. Mr. Lawrie will serve as executive chairman of Allscripts-Misys' board of directors. Set forth below is biographical information with respect to the six new directors of Allscripts-Misys, all of which, as noted below, are either directors and/or officers of Misys except for Mr. Barlow who is a partner at ValueAct Capital, which is Misys' largest shareholder. As a result, each of the new directors is not an independent director, but rather is a related party to Misys and, therefore, deemed to have an indirect material interest in any of the transactions or agreements between Allscripts-Misys and its subsidiaries, on the one hand, and Misys and its affiliates (other than only Allscripts-Misys and its subsidiaries), on the other hand, including the Transactions, the Relationship Agreement, the MOU, the Shared Services Agreement (when entered into), the Trademark License Agreement, the Trademark Sublicense Agreement and the Proprietary License. The Relationship Agreement, Trademark License Agreement, the Trademark Sublicense Agreement and the Proprietary License do not involve monetary payments by or to Allscripts-Misys. The anticipated net monthly cost to Allscripts-Misys of the services being provided under the MOU is estimated to be between approximately \$2,000,000 and \$2,250,000 plus software development fees to be charged as incurred and third-party expenses to be billed at actual cost; however, it is currently anticipated that certain information systems services personnel will be retained by Allscripts-Misys and, as a result, this monthly estimate would be reduced by

approximately \$1.5 million, which would bring the expected range down to \$500,000 to \$750,000 per month plus software development fees to be charged as incurred and third-party expenses to be billed at actual cost.

Sir Dominic Cadbury, 68, spent his career at Cadbury Schweppes, which he joined in 1964, being appointed to the Board in 1975, serving as Group Chief Executive from 1983 to 1993, then as Chairman until May 2000. He was Chairman of The Economist Group from 1993 to 2003. He retired as Chairman of the Wellcome Trust on 30 April 2006. He served on the board of New Star Asset Management Group plc as Deputy Chairman and as senior independent non-executive Director from October 2005 until March 2007. Sir Dominic is Chancellor of Birmingham University. Sir Dominic has been the senior independent Director of Misys since May 2000 and held that role until November 2005 when he was appointed Chairman of Misys.

Mike Lawrie, 55, is the Chief Executive Officer of Misys and has been a member of the Board of Misys since November 2006. Mr. Lawrie was previously a partner with ValueAct Capital. Prior to that, he was Chief Executive Officer of Siebel Systems Inc., the international software and solutions company, from 2004 to 2005. Mr. Lawrie spent 27 years with IBM where he rose to become Senior Vice President and Group Executive with responsibility for sales and distribution of all IBM products and services worldwide. Previously at IBM he was the General Manager for all operations in Europe, the Middle East and Africa. He previously served on the US Advisory Board of NTT DoCoMo and as a Director of SSA Global, Inc, Symbol Technology, Inc. and Good Technology, Inc. Mr. Lawrie recently retired as a trustee of Ohio University. Mr. Lawrie is a non-executive Director of Juniper Networks, Inc.

Jim Malone, 59, joined the Board of Misys as Chief Financial Officer of Misys in June 2007. Mr. Malone joined Misys from The TriZetto Group, Inc, a NASDAQ listed company providing information technology for the health insurance payer community, where he was Chief Financial Officer since 2004. Prior to this, he was Chief Financial Officer and Chief Accounting Officer at IMS Health, the NYSE listed healthcare and pharmaceutical information provider. From 1995 to 1997, he was Senior Vice President and Controller at Cognizant. He started his career at PriceWaterhouse in New York. His subsequent career has included roles at Dun and Bradstreet, Reuben Donnelley and Siemens AG.

John King, 69, has over 30 years' experience in the US healthcare industry, most recently as President and Chief Executive Officer of Legacy Health System until 1999. Prior to Legacy, Mr. King was President and CEO of Evangelical Health Systems (now Advocate Health Systems). He is a member of the American Hospital Association and a fellow in the American College of Healthcare Executives. John serves on the boards of the Center for Healthcare Governance, Health Dialog and Health East and has been a Non-Executive Director of Misys since November 2005.

Cory A. Eaves, 38, Executive Vice President, Chief Technology Officer and Chief Information officer of Misys since August 2007. Mr. Eaves was previously the Chief Technology Officer of SSA Global, one of the world's largest enterprise software providers. Prior to that, he held technology and product management positions at a number of software and private equity firms, including General Atlantic Partners, Internet Venture Works, Lycos and Emerson Electric.

Kelly J. Barlow, 39, CFA, has been a partner at ValueAct Capital since August 2003. Prior to joining ValueAct Capital, Mr. Barlow worked at EGM Capital for more than six years. During his tenure at EGM, he served primarily as portfolio manager of the firm's flagship long/short equity fund. Prior to EGM Capital, Mr. Barlow worked at Wells Capital Management, a wholly owned subsidiary of Wells Fargo Bank. While there, Mr. Barlow was part of the four-person growth stock team, responsible for managing more than \$1 billion in small-cap equities. Mr. Barlow is a former director of Sirva, Inc.

Effective October 10, 2008, the board designated four standing committees: (a) the audit committee; (b) the compensation committee; (c) the nominating and corporate governance committee; and (d) the independent nominating committee. The members of the audit committee are Messrs. Gamache, Green and Kluger. Mr. Kluger was appointed chairman of the audit committee effective October 10, 2008. The members of the compensation committee are Messrs. Lawrie, Green and Kluger. Mr. Green was appointed chairman of the compensation committee effective October 10, 2008. The members of the nominating and corporate governance committee are Messrs. King, Lawrie and Gamache. Mr. Lawrie was appointed chairman of the nominating and corporate governance committee effective October 10, 2008. The members of the independent nominating committee are Messrs. Gamache, Green and Kluger. Mr. Gamache was appointed chairman of the independent nominating committee effective October 10, 2008. The board also designated that a disclosure committee comprised of senior executives of Allscripts-Misys and Misys be formed with the responsibilities described below in Item 5.03.

Executive Officers of the Company

In connection with the completion of the Transactions, effective October 10, 2008, Mr. Lawrie became Executive Chairman of Allscripts-Misys and, as such, is the senior officer of Allscripts-Misys.

Also, effective as of October 10, 2008, Lee Shapiro was appointed Chief Operating Officer of Allscripts-Misys, in addition to his role as President and Corporate Secretary.

Key Executive Employment Agreement; Transaction Bonus Payments

In connection with the entry into the Merger Agreement, and as a condition thereto, Glen Tullman, Allscripts-Misys' Chief Executive Officer, Lee Shapiro, Allscripts-Misys' President and Chief Operating Officer, and William J. Davis, Allscripts-Misys' Chief Financial Officer (collectively, the "Key Executives") entered into new employment agreements that became effective upon consummation of the Transactions (as modified by addendums thereto dated as of October 17, 2008, the "Key Executive Employment Agreements"). In the absence of the new employment agreements, each of the Key Executives would have been entitled to terminate his employment with Allscripts and receive change in control payments as a result of the consummation of the Transactions.

The Key Executive Employment Agreements supersede the Key Executives' prior employment agreements and provide the following compensation, benefits, terms and conditions:

- Messrs. Tullman, Shapiro and Davis will receive base salaries of \$700,000, \$475,000 and \$425,000, respectively, and each Key Executive will have an annual target bonus opportunity of 75% of his salary;
- A restricted stock or restricted stock unit award following the consummation of the Transactions, which award will vest over four years in accordance with Allscripts' customary vesting schedule and up to 20% of which may be made under an equity program of Misys (if such award is not granted within eighteen (18) days following the consummation of the Transactions, which represents an increase of eleven (11) days from the original number of days set forth in the Key Executive Employment Agreements, the new employment agreement will terminate and the employment agreements that were in existence prior to the closing of the Transactions will remain in

effect). The value of these awards are to be \$3,000,000 for Mr. Tullman and \$2,000,000 for each of Messrs. Shapiro and Davis. If the grant of any portion of such award to a Key Executive is subject to any approval of the stockholders of Allscripts-Misys or the shareholders of Misys (a "Conditional Award"), and such approvals have not been obtained on the day prior to each of the first four anniversaries of the date such grants are authorized and the Key Executive has remained continuously employed, one-quarter of the Conditional Award (and any rights or obligations arising therefrom) shall be canceled as of each such anniversary day without payment or other consideration therefor except that Allscripts-Misys shall pay such Key Executive, on the tenth day after each such anniversary, a cash lump sum equal to the number of shares of Allscripts-Misys common stock underlying the Conditional Award so canceled on such anniversary day multiplied by the closing price per share of Allscripts-Misys' common stock on the business day next following the applicable anniversary.

- A transaction bonus that vested upon the closing of the Transactions and will be paid as a cash lump sum on January 2, 2009, in the amounts of \$1,785,000 for Mr. Tullman, \$1,211,250 for Mr. Shapiro and \$1,083,750 for Mr. Davis. Such transaction bonus amounts will be deposited into a "rabbi trust" for each Key Executive and accumulate interest calculated at the short-term applicable Federal Rate for October 2008.
- A cash award on the tenth day after the first anniversary of the closing of the Transactions if such Key Executive either (i) remains continuously employed from the consummation of the Transactions through the first anniversary thereof or (ii) is terminated by Allscripts-Misys without cause (as defined in the agreements) prior to the first anniversary of the consummation of the Transactions or (iii) terminates his employment for constructive discharge. The amount of such additional retention payment is \$315,000 for Mr. Tullman, \$213,750 for Mr. Shapiro and \$191,250 for Mr. Davis.

Termination Without Cause or for Constructive Discharge. The Key Executive Employment Agreements provide the following payments to the Key Executives upon a termination by Allscripts-Misys without cause or by the Key Executive for constructive discharge (except during the two-year period following a change in control):

- payment of unpaid performance bonus, if any, in respect of the prior fiscal year;
- payment of one times the sum of base salary plus target performance bonus over 12 months; provided, however, that these payments are made only if the termination is after the first anniversary of the closing of the Transactions;
- continuation of health benefits for 12 months; and
- if such termination is after the first anniversary of the closing of the Transactions, pro-rata vesting of the stock awards granted to the Key Executives in connection with the closing of the Transactions equal to (i) the number of shares of such award that would vest on the normal vesting date multiplied by (ii) a fraction, the numerator of which is the number of days elapsed since the last regular vesting date of such award (or grant date if no vesting date has occurred), and the denominator of which is the number of days between the last regular vesting date (or grant date if no vesting date has occurred) and the normal vesting date.

A "constructive discharge" under the Key Executive Employment Agreements generally means a failure of Allscripts-Misys to meet its obligations in any material respect under the Key Executive Employment Agreements, including, without limitation, a reduction of or failure to pay base salary, a material diminution in or other substantial adverse alteration in the nature or scope of a Key Executive's responsibilities, or the relocation of more than fifty miles to a Key Executive's principal place of business. In the case of Mr. Shapiro, a "constructive discharge" includes the separation from employment of Mr. Tullman prior to the 18-month anniversary of the closing of the Transactions.

Payments Upon a Change of Control; Severance Upon Termination Following a Change of Control. The Key Executive Employment Agreements provide that the Key Executives will receive the following upon the occurrence of a change of control (other than the Transactions) if such Key Executive has remained continuously employed by Allscripts-Misys through the effective date of such change of control:

- full vesting of all unvested equity awards;
- a lump sum cash payment equal to the sum of such Key Executive's base salary and target bonus amount;
- an additional lump sum equal to the sum of such Key Executive's base salary and target bonus amount, but only if Allscripts-Misys or representatives of the third party effecting the change of control do not offer such Key Executive a comparable job to be held after the change of control, regardless of whether such Key Executive remains employed by Allscripts-Misys or its successor following such change of control. A "comparable job" under the Key Executive Employment Agreements means employment following a change of control (i) with substantially the same duties and responsibilities as were held by such Key Executive immediately prior to the change of control, (ii) within 50 miles of the location at which such Key Employee provides services prior to such change of control and (iii) at the same or increased base salary and target performance bonus level as were in effect prior to such change of control; and
- if the Key Executive's employment is terminated without cause or due to constructive discharge during the two-year period following a change of control, a lump sum cash payment equal to the excess of the sum of such Key Executive's base salary and target bonus amount less the amount of any payment to the Key Executive in connection with the lack of a "comparable job" offer and continuation of health benefits for twelve (12) months.

Noncompetition and Nonsolicitation. The Key Executive Employment Agreements provide for a one-year noncompetition and nonsolicitation period following the termination of a Key Executive's employment.

Ownership of Allscripts-Misys Common Stock. The Key Executive Employment Agreements stipulate that each of the Key Executives must retain a minimum ownership of a level of shares of Allscripts-Misys common stock (including stock options, restricted stock and restricted stock units) or else he could be terminated by Allscripts-Misys for cause. In the case of Messrs. Shapiro and Davis, they must maintain an ownership level with a fair market value equal to: (i) 100% of their respective base salaries as of the consummation of the Transactions (the "Measurement Salary") for the period from October 10, 2008 until October 9, 2009, (ii) 66% of their Measurement Salary for the period from October 10, 2009 until October 9, 2010 and (iii) 33% of their Measurement Salary for the period from October 10, 2010 until October 10, 2011. In the case of Mr. Tullman, his minimum ownership level is measured as of the same periods noted above for Messrs. Shapiro and Davis, but with 200%, 133% and 66% as the required minimum percentages in clauses (i), (ii) and (iii) of the prior sentence, respectively.

The summary disclosure above is being furnished to provide information regarding certain of the terms of the Key Executive Employment Agreements. The Key Executive Employment Agreements were filed as Exhibits 10.2, 10.3 and 10.4 to Allscripts Quarterly Report on Form 10-Q for the period ended June 30, 2008, filed with the SEC on August 8, 2008, and are incorporated by reference herein.

The foregoing description of the Key Executive Employment Agreements is qualified in its entirety by reference to the full text of the Key Executive Employment Agreements.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to the terms of the Merger Agreement, in connection with the Transactions, on October 10, 2008, the Amended Charter took effect. The Amended Charter was approved by Allscripts' stockholders at Allscripts' 2008 annual meeting, which was held on October 6, 2008.

Additionally, in accordance with the terms of the Merger Agreement, on October 10, 2008, the Amended By-Laws were adopted. The Amended By-Laws included the amendments set forth in Annex B to the Proxy Statement, which were implemented by the Allscripts board of directors (the "Required By-Law Amendment"). The Amended By-Laws were approved by Allscripts' stockholders at the Allscripts' 2008 annual meeting, which was held on October 6, 2008.

The Required By-Law Amendment, which was adopted by Allscripts board of directors and subsequently replaced by the Amended By-Laws is summarized below and is qualified in its entirety by reference to the Amended By-laws, which include the Required By-Law Amendment and are attached hereto as Exhibit 3.2 and incorporated by reference herein (the "Amended By-Laws").

The Required By-Law Amendments made changes from the former by-laws of Allscripts relating to the board of directors as follows:

- set a quorum of the board at six members;
- set the dates for quarterly board meetings as June 1, September 1, December 1 and March 1 and lengthening the required notice of board meetings to 72 hours;
- designate the chairman of the board as the executive chairman;
- specify that the chief executive officer reports to the board of directors;
- remove the provision designating the president as the person presiding over stockholder or board meetings in the absence of the chairman of the board; and
- specifying the power of the chief financial officer.

Additionally, the Required By-Law Amendments included changes to include board committee provisions similar to those in the Amended Charter and the creation of a disclosure committee of the Allscripts-Misys board of directors, to be composed of management and operations personnel of Allscripts-Misys. The disclosure committee will have responsibilities including:

- approval of any material press release or other material disclosure by Allscripts-Misys;
- informing the board of directors in advance of all planned material disclosure (other than press releases) by Allscripts-Misys and other material announcements (other than press releases) by Allscripts-Misys;

- responsibility for ensuring that management reports all material developments to the board of directors and for determining which developments should be reported to Misys in connection with Misys' regulatory disclosure obligations;
- recommending to the board of directors any additional disclosure of other announcements as may be required to permit the non-independent directors (other than the chief executive officer) to fulfill their obligations under the Relationship Agreement; and
- instituting protocols to address trading on material non-public information.

The Required By-Law Amendment also modified the provision regarding the amendment of the by-laws to provide that, subject to the provisions of the Amended Charter or as otherwise provided in the by-laws, the by-laws may only be amended by the affirmative vote of a majority of the entire board of directors, except that the provisions of the by-laws related to Directors (Article III), Officers (Article IV), Committees of the Board (Article V) and Amendments (Article VIII), may only be amended or waived with the consent of a majority of the members of the audit committee and a majority of the entire board of directors. The by-laws formerly provided that except as provided in Allscripts' certificate of incorporation or by-laws, any provision of the by-laws may be amended by the affirmative of holders of a majority of the common stock present in person or by proxy and entitled to vote or by a majority vote of the directors present at a meeting of the board at which a quorum is present.

The Required By-Law Amendment also includes certain clarifying, conforming, incidental and miscellaneous amendments, including provisions regarding remote communications for stockholder or director meetings.

In connection with the closing of the Transactions and as required by the Relationship Agreement, effective October 10, 2008, the fiscal year end of Allscripts-Misys was changed to May 31.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial statements of business acquired.*

The audited combined balance sheets of MHS as of May 31, 2007 and May 31, 2008 for the years then ended and the audited combined statements of operations and cash flows of MHS as of May 31, 2006, May 31, 2007 and May 31, 2008 for the years then ended were previously reported as part of Allscripts' definitive proxy statement filed with the SEC on August 21, 2008 and, accordingly, are not required to be filed herewith pursuant to General Instruction B.3 of Form 8-K.

Allscripts-Misys intends to file the combined unaudited financial statements of MHS for the three months ended August 31, 2007 and 2008 under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

(b) *Pro Forma Financial Information.*

The pro forma financial information required by this Item 9.01(b) for the year ended May 31, 2008 was previously reported as part of Allscripts' definitive proxy statement filed with the SEC on August 21, 2008 and, accordingly, is not required to be filed herewith pursuant to General Instruction B.3 of Form 8-K. Allscripts-Misys intends to file the other required pro forma financial statements under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

(d) *Exhibits.*

Exhibit No.

- Exhibit 2.1 Agreement and Plan of Merger, dated as of March 17, 2008, by and among Allscripts Healthcare Solutions, Inc., Misys plc, Misys Healthcare Systems, LLC, and Patriot Merger Company, LLC (incorporated by reference to Exhibit 2.1 to the registrant's Current Report on Form 8-K filed with the SEC on March 19, 2008)
- Exhibit 3.1 Second Amended and Restated Certificate of Incorporation of Allscripts-Misys Healthcare Solutions, Inc.
- Exhibit 3.2 Amended and Restated By-Laws of Allscripts-Misys Healthcare Solutions, Inc.
- Exhibit 10.1 Memorandum of Understanding regarding Shared Services Agreement dated as of October 9, 2008 and entered into on October 10, 2008
- Exhibit 10.2 Trademark and Trade Name License Agreement dated as of October 10, 2008 between Misys plc and Misys Healthcare Systems, LLC
- Exhibit 10.3 Trademark and Trade Name Sublicense Agreement dated as of October 10, 2008 between Misys Healthcare Systems, LLC and Allscripts Healthcare Solutions, Inc.
- Exhibit 10.4 Proprietary Software License Agreement dated as of October 10, 2008 between Misys Open Source Solutions LLC and Misys Healthcare Systems, LLC
- Exhibit 10.5 Employment Agreement dated as of March 17, 2008 between Allscripts Healthcare Solutions, Inc. and Glen Tullman (incorporated by reference to Exhibit 10.2 to the registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2008)
- Exhibit 10.6 Employment Agreement dated as of March 17, 2008 between Allscripts Healthcare Solutions, Inc. and Lee Shapiro (incorporated by reference to Exhibit 10.3 to the registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2008)
- Exhibit 10.7 Employment Agreement dated as of March 17, 2008 between Allscripts Healthcare Solutions, Inc. and William J. Davis (incorporated by reference to Exhibit 10.4 to the registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2008)
- Exhibit 10.8 Relationship Agreement, dated as of March 17, 2008, by and between Allscripts Healthcare Solutions, Inc. and Misys plc (incorporated by reference to Exhibit 10.3 to the registrant's Current Report on Form 8-K filed with the SEC on March 19, 2008)
- Exhibit 10.9 First Amendment to Relationship Agreement dated August 14, 2008 between Allscripts Healthcare Solutions, Inc. and Misys plc (incorporated by reference to Exhibit 10.2 to the registrant's Current Report on Form 8-K filed with the SEC on August 20, 2008)
- Exhibit 16.1 Letter from Grant Thornton LLP to the SEC, dated October 17, 2008
- Exhibit 23.1 Consent of PricewaterhouseCoopers LLP

SIGNATURE

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

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

Date: October 17, 2008

By: /s/ William J. Davis

William J. Davis
Chief Financial Officer

EXHIBIT INDEX

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SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The current name of the Corporation "Allscripts Healthcare Solutions, Inc." is hereby amended, the new name of the Corporation shall be "ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC." (the "Corporation").

2. The Corporation was originally incorporated under the name Allscripts Holding, Inc. by the filing of a Certificate of Incorporation with the Secretary of State of the State of Delaware on July 11, 2000. A Certificate of Amendment changing the name of the Corporation from Allscripts Holding, Inc., to Allscripts Healthcare Solutions, Inc., was filed with the Secretary of State of the State of Delaware on November 29, 2000.

3. The Corporation's Amended and Restated Certificate of Incorporation is hereby amended and restated pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, so as to read in its entirety in the form attached hereto as Exhibit A and incorporated herein by this reference (Exhibit A and this Certificate collectively constituting the Corporation's Second Amended and Restated Certificate of Incorporation).

4. This amendment and restatement of the Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation having adopted resolutions setting forth such amendment and restatement, declaring its advisability, and directing that it be submitted to the stockholders of the Corporation for their approval; and the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted having consented to the adoption of such amendment and restatement.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Second Amended and Restated Certificate of Incorporation of the Corporation on the 10th day of October, 2008.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Lee Shapiro

Name: Lee Shapiro

Title: President

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "Certificate of Incorporation")

FIRST. The name of the corporation is ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business and the objects and purposes to be conducted or promoted by the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, provided that the Corporation shall not have the power to issue shares of capital stock in the Corporation, or any bonds, notes, debentures or other obligations or securities convertible or exchangeable into or exercisable for any such shares, in violation of Section 9 of the Relationship Agreement, dated as of March 17, 2008 (as may be amended from time to time, the "Relationship Agreement"), between the Corporation and Misys plc ("Misys") for so long as such Section 9 of the Relationship Agreement is in effect.

FOURTH.

1. Authorized Shares. The total number of shares of stock of all classes which the Corporation shall have authority to issue is two hundred million (200,000,000), of which one million (1,000,000) shall be shares of Preferred Stock with a par value of \$0.01 per share ("Preferred Stock"), and one hundred ninety-nine million (199,000,000) shall be shares of Common Stock with a par value of \$0.01 per share ("Common Stock").

2. Preferred Stock.

(a) The Preferred Stock shall be issuable in series, and in connection with the issuance of any series of Preferred Stock and to the extent now or hereafter permitted by the laws of the State of Delaware, the designation of each series, the stated value of the shares of each series, the dividend rate or rates of each series (which rate or rates may be expressed in terms of a formula or other method by which such rate or rates shall be calculated from time to time) and the date or dates and other provisions respecting the payment of dividends, the provisions, if any, for a sinking fund for the shares of each series, the preferences of the shares

of each series in the event of the liquidation or dissolution of the Corporation, the provisions, if any, respecting the redemption of the shares of each series and, subject to requirements of the laws of the State of Delaware, the voting rights (except that such shares shall not have more than one vote per share), the terms, if any, upon which the shares of each series shall be convertible into or exchangeable for any other shares of stock of the Corporation and any other relative, participating, optional or other special rights, preferences, powers, and qualifications, limitations or restrictions thereof, of the shares of each series, shall, in each case, be fixed by resolution of the Board of Directors.

(b) Preferred Stock of any series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall constitute authorized but unissued Preferred Stock.

(c) All shares of any series of Preferred Stock, as between themselves, shall rank equally and be identical (except that such shares may have different dividend provisions); and all series of Preferred Stock, as between themselves, shall rank equally and be identical except as set forth in the resolutions authorizing the issuance of such series.

3. Common Stock.

(a) After dividends to which the holders of Preferred Stock may then be entitled under the resolutions creating any series thereof have been declared and after the Corporation shall have set apart the amounts required pursuant to such resolutions for the purchase or redemption of any series of Preferred Stock, the holders of Common Stock shall be entitled to have dividends declared in cash, property, or other securities of the Corporation out of any profits or assets of the Corporation legally available therefor, if, as and when such dividends are declared by the Corporation's Board of Directors upon an affirmative vote of a majority of the entire Board of Directors.

(b) In the event of the liquidation or dissolution of the Corporation's business and after the holders of Preferred Stock shall have received amounts to which they are entitled under the resolutions creating such series, the holders of Common Stock shall be entitled to receive ratably the balance of the Corporation's assets available for distribution to stockholders.

(c) Each share of Common Stock shall be entitled to one vote upon all matters upon which stockholders have the right to vote, but shall not be entitled to vote for the election of any directors who may be elected by vote of the Preferred Stock voting as a class if so provided in the resolution creating such Preferred Stock pursuant to Section 2(a) of this Article FOURTH.

4. Preemptive Rights. Except as expressly agreed in writing by the Corporation, including, without limitation, the Relationship Agreement, no stockholder of any shares of the Corporation by reason of such stockholder holding shares of any class or series of capital stock of the Corporation shall have any preemptive right to subscribe for or to acquire any additional shares of the Corporation of the same or of any other class whether now or hereafter authorized or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares.

FIFTH. The Corporation is to have perpetual existence.

SIXTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH:

1. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, the number of directors of the Corporation shall be fixed at ten (10). At each annual meeting of the stockholders of the Corporation, directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

2. Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the By-Laws of the Corporation.

3. Except as may otherwise be fixed by resolution pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock to elect directors as a class, in accordance with Section 141(a) of the General Corporation Law of the State of Delaware (the "DGCL"), and except as otherwise set forth above, the full and exclusive power and authority otherwise conferred on the Board of Directors to evaluate director candidates and nominate persons to stand for election to the Board or to fill any newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause shall be exercised and performed by the persons comprising the Independent Nominating Committee or the Governance and Nominating Committee, as the case may be, and as set forth in Section (7) of this Article SEVENTH. Any director appointed in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of the stockholders following such director's appointment.

4. Subject to any rights of the holders of Preferred Stock to elect directors as a class, a director may be removed with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy at a meeting of stockholders.

5. The Board of Directors, by the affirmative vote of the majority of the entire Board of Directors, shall elect a director to serve as Chairman of the Board of Directors promptly following each election of the Board of Directors at each annual meeting of stockholders.

6. In furtherance of the powers conferred by statute, the Board of Directors is expressly authorized and shall have sole authority, by affirmative vote of the majority of the entire Board of Directors to approve the annual operating budget and the capital budget, and any material changes to either.

7. Committees.

(a). The Board of Directors may, pursuant to this Certificate of Incorporation, to the By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in this Certificate of Incorporation, the By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Independent Nominating Committee, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors (collectively, the "Committees").

(i) Each Committee must consist of two (2) or more of the Directors of the Corporation, one (1) of which must be a member of the Independent Nominating Committee.

(ii) The Board of Directors, by resolution approved by a majority of the entire Board of Directors, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(iii) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the Board of Directors.

(iv) Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

(v) All of the members of a Committee shall constitute a quorum for the transaction of business at any meeting of such Committee. The Act of the majority of the members of a Committee at a meeting at which a quorum is present shall be the act of such Committee, unless otherwise set forth herein or in the charter to such Committee.

(b) The Audit Committee shall consist of three (3) Receiver Directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this subclause (b):

(i) an independent Director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations (“Nasdaq”), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq, and

(ii) a financial expert will be an individual fulfilling the requirements of the definition set forth the Securities and Exchange Commission in Item 407 of Regulation S-K.

(c) The Independent Nominating Committee shall consist of three (3) directors initially designated as Receiver Directors by the Board of Directors as of October 10, 2008 and each other person nominated to election or appointment to the Board of Directors pursuant to this subclause (c) (the “Receiver Directors”) and shall have such powers and responsibilities as determined in the independent nominating committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(i) the sole authority to nominate to the Board of Directors three (3) independent Directors and the chief executive officer to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation, and

(ii) the sole authority to appoint to the Board of Directors replacements for vacancies of Receiver Directors and the directorship held by the chief executive officer, resulting from death, resignation, disqualification, removal or other cause, provided that any such appointment for replacement of the directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated as set forth in the By-Laws.

(d) The Nominating and Governance Committee shall consist of (3) directors designated as members of such committee as of October 10, 2008 and each other person designated as a member of the Nominating and Governance Committee resulting from any vacancies therein, two (2) of whom shall be Directors having been nominated by the Nominating and Governance Committee and one (1) of whom shall either be a Receiver Director or the chief executive officer, and shall have such powers and responsibilities as determined in the nominating and governance committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(i) The sole authority to nominate six (6) Directors, other than those Directors nominated by the Independent Nominating Committee, to stand for election by stockholders in accordance with this Certificate of Incorporation and the By-Laws;

(ii) the sole authority to appoint replacements for vacancies of Directors previously nominated by the Nominating and Governance Committee, resulting from death, resignation, disqualification, removal or other cause; and

(iii) the authority to establish governance principles.

(e) The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver Directors and one (1) of whom shall be the Chairman. The Compensation Committee shall have such powers and responsibilities as determined in the Compensation Committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute "performance-based compensation" within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the Compensation Committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two "outside directors" within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

(f) The following actions must be approved by the Audit Committee and the majority of the entire Board of Directors:

(i) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(ii) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

(iii) Any change or modification to the audit committee charter in effect on October 10, 2008.

8. Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasonable fees, salaries, or other compensation for their services, as determined from time to time by the Board of Directors, and to reimbursement for their expenses as such members. Nothing herein contained shall preclude any director from serving the Corporation or its subsidiaries or affiliates in any other capacity and receiving compensation therefor.

EIGHTH: Both stockholders and directors shall have power, if the By-Laws so provide, to hold their meetings and to have one or more offices within or without the State of Delaware.

Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such holders or may be effected by consent in writing by such holders as may be provided in the By-Laws. Except as otherwise required by law and subject to the rights of the holders of Preferred Stock, special meetings of stockholders may be called only by the Chairman on his own initiative or by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors.

NINTH: The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation by the affirmative vote of a majority of the entire Board of Directors; provided, that Articles III, IV, V and VIII of the By-Laws may only be amended by the Board of Directors by the vote of both a majority of the entire Board of Directors and a majority of the members of the Audit Committee.

TENTH:

1. A director of the Corporation, including a member of the Independent Nominating Committee or the Governance and Nominating Committee, shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware, or any other applicable law, is amended to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, or any other applicable law, as so amended. Any repeal or modification of this Section 1. by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

2. (a) Each person who has been or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, or any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as

provided in paragraph (b) of this Section (2) with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section (2) shall be a contract right. In addition to the right of indemnification, an Indemnitee shall have the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the General Corporation Law of the State of Delaware, or any other applicable law, requires, the payment of such expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such Indemnitee to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section (2) or otherwise.

(b) If a claim under paragraph (a) of this Section (2) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which make it permissible under the General Corporation Law of the State of Delaware, or any other applicable law, for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, stockholders or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, or any other applicable law, nor an actual determination by the Corporation (including its Board of Directors, stockholders or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section (b) shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware, or any other applicable law.

(e) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section (2) with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(f) Any repeal or modification of this Section (2) shall not adversely affect any right or protection of a director, officer, employee or agent of the Corporation existing at the time of such repeal or modification.

ELEVENTH. As used in this Certificate of Incorporation, the term the “majority of the entire Board of Directors” means the majority of the total number of directors which the Corporation would have if there were no vacancies, and the Term “majority of the Board of Directors” means the majority of the directors present and voting.

TWELFTH. The Corporation has elected to not be governed by Section 203 of the General Corporation Law of the State of Delaware, as permitted under and pursuant to subsection (b)(3) of Section 203 of the DGCL.

THIRTEENTH. Except as otherwise provided in this Certificate of Incorporation or as set forth in the By-Laws, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; provided; however, that no amendment, alteration, modification, waiver or change to Article NINTH, Article TENTH, this Article THIRTEENTH or the first, third or seventh paragraphs of Article SEVENTH may be made without the affirmative vote of the members of the Audit Committee and the affirmative vote of a majority of the members of the entire Board of Directors.

BY-LAWS
OF
ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
(the "By-Laws")

As amended and restated on October 10, 2008

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of Allscripts-Misys Healthcare Solutions, Inc. (the "Corporation") shall be in Wilmington, New Castle County, Delaware.

Section 2. Principal Office. The Corporation shall have its principal office at 2401 Commerce Drive, Libertyville, Illinois, and it may also have offices at such other places as the board of directors of the Corporation (the "Board of Directors") may from time to time determine.

ARTICLE II

STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders for the election of the members of the Board of Directors (the "Directors" and each a "Director") and for the transaction of such other business as may properly come before the meeting shall be held each year, at such place, if any, and on such date and at such time, as may be fixed from time to time by resolution approved by a majority of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

(a) At an annual meeting of stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting, or any supplement thereto, given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (3) otherwise properly brought before the meeting by a stockholder.

(b) For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the secretary of the Corporation not less than one hundred and twenty (120) days prior to the anniversary date of the immediately preceding annual meeting nor more than one hundred and fifty (150) days prior to the anniversary date of the immediately preceding annual meeting. A stockholder's notice to the secretary of

the Corporation shall set forth as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting, (2) the name and address, as they appear on the Corporation's stockholder records, of the stockholder proposing such business, (3) the class and number of shares of the Corporation which are beneficially owned by the stockholder, and (4) any material interest of the stockholder in such business.

(c) Irrespective of anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 1 of Article II. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1 of Article II, and if it is so determined, shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Section 2. Special Meetings. Special meetings of the stockholders may be called only by the chairman of the Board (the "Chairman") or the Board of Directors pursuant to a resolution approved by a majority of the Board of Directors.

Section 3. Stockholder Action by Written Consent.

(a) Any action required or permitted to be taken at an annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote of stockholders, if a consent or consents in writing or electronic transmission, setting forth the action so taken, are: (i) given by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted (but not less than the minimum number of votes otherwise prescribed by law) and (ii) delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded within sixty (60) days of the earliest dated consent so delivered to the Corporation. Notwithstanding anything contained herein to the contrary, stockholders may not elect directors by written or electronic consent.

(b) If a stockholder action by written consent or electronic transmission is permitted under these By-Laws and the Certificate of Incorporation, and the Board of Directors has not fixed a record date for the purpose of determining the stockholders entitled to participate in such consent to be given, then: (i) if the General Corporation Law of the State of Delaware, as may be amended from time to time (the "DGCL") does not require action by the Board of Directors prior to the proposed stockholder action, the record date shall be the first date on which a

consent setting forth the action taken or proposed to be taken is delivered to the Corporation at any of the locations referred to in Section 3(a)(ii) of Article II of these By-Laws; and (ii) if the DGCL requires action by the Board of Directors prior to the proposed stockholder action, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution approved by a majority of the Board of Directors taking such prior action. Every written consent to action without a meeting shall bear the date of signature of each stockholder who signs the consent, and shall be valid if timely delivered to the Corporation at any of the locations referred to in Section 3(a)(ii) of these By-Laws.

(c) The Secretary shall give prompt notice of the taking of an action without a meeting by less than unanimous written consent to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation in accordance with the DGCL.

Section 4. Place of Meeting: Participation in Meetings by Remote Communication .

(a) The Board of Directors may designate any place, either within or without Delaware, as the place of meeting for any annual or special meeting. In the absence of any such designation, the place of meeting shall be the principal office of the Corporation designated in Section 2 of Article I of these By-Laws.

(b) The Board of Directors, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the DGCL and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

Section 5. Notice of Meetings. Notice stating the place, if any, day and hour of the meeting, the means of remote communication, if any, by which proxyholders and stockholders may be deemed to be present and vote at such meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, or in the case of a merger or consolidation, if required by applicable law, not less than twenty nor more than sixty days before the date of the meeting, by or at the direction of the Chairman or

the chief executive officer, or the secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails in a sealed envelope addressed to the stockholder at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 6. Record Date. For the purpose of determining (a) stockholders entitled to notice of or to vote at any meeting of stockholders, or (b) stockholders entitled to receive payment of any dividend, or (c) stockholders for any other purpose, the board of directors may fix in advance a date as the record date for any such determination of stockholders, such date, in the case of clauses (a) and (c): (i) to be not more than sixty days and not less than ten days, or (ii) in the case of a merger or consolidation not less than twenty days, prior to the date on which the particular action requiring such determination of stockholders is to be taken.

Section 7. Quorum. The holders of not less than one-third in voting power of the stock issued and outstanding and entitled to vote thereat, present in person, by remote communication or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

When a quorum is present at any meeting, the affirmative vote of the holders of a majority in voting power present in person, by remote communication or represented by proxy shall be required to approve any question brought before such meeting, unless the question is one upon which by express provision of the DGCL or of the Certificate of Incorporation or of these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Procedure. The order of business and all other matters of procedure at every meeting of stockholders shall be determined by the chairman of the meeting. The Board of Directors shall appoint one or more inspectors of election to serve at every meeting of stockholders at which Directors are to be elected.

ARTICLE III

DIRECTORS

Section 1. Number, Election and Terms. Except as otherwise fixed pursuant to the provisions of Article Fourth of the Certificate of Incorporation relating to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect additional Directors under specified circumstances, the number of Directors shall be ten (10). At each annual meeting of the stockholders of the Corporation, Directors shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the immediately following year.

As used in these By-Laws, the term the “majority of the entire Board of Directors” means the majority of the total number of Directors which the Corporation would have if there were no vacancies, and the term “majority of the Board of Directors” means the majority of the Directors present and voting.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations for the election of directors may be made by the Independent Nominating Committee or the Nominating and Governance Committee as set forth in Article V, or by any stockholder entitled to vote in the election of directors generally. However, any stockholder entitled to vote in the election of directors generally may nominate one or more persons for election as directors at a meeting only if written notice of such stockholder’s intent to make such nomination or nominations has been given, either by personal delivery or by United States mail, postage prepaid, to the secretary of the Corporation not later than (a) with respect to an election to be held at an annual meeting of stockholders, one hundred twenty (120) days nor earlier than one hundred fifty (150) days prior to the anniversary date of the immediately preceding annual meeting, and (b) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the tenth day following the date on which notice of such meeting is first given to stockholders. Each such notice shall set forth: (a) the name and address of the stockholder who intends to make the nomination and of the person or persons to be nominated; (b) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons, naming such person or persons, pursuant to which the nomination or nominations are to be made by the stockholder; (d) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission; and (e) the consent of each nominee to serve as a director of the Corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations for the election of Directors shall be made by the Independent Nominating Committee and the Nominating and Governance Committee, as set forth in Article V, Sections 3 and 4.

Section 2. Newly Created Directorships and Vacancies. Except as may otherwise be fixed by resolution approved by a majority of the Board of Directors pursuant to the provisions of Article IV hereof relating to the rights of the holders of Preferred Stock to elect Directors as a class, the Independent Nominating Committee and the Nominating and Governance Committee, shall, in accordance with Article V, Sections 3 and 4, appoint persons to fill any newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or any other cause. Any Director appointed in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of the stockholders following such Director's appointment.

Section 3. Removal. Subject to the provisions in these By-Laws and the rights of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to elect Directors under specified circumstances, any Director may be removed from office with or without cause by the affirmative vote of the holders of a majority of the voting power present in person, by remote communication or represented by proxy.

Section 4. Chairman. The Board of Directors, by the affirmative vote of the majority of the entire Board of Directors, shall elect a Director to serve as Chairman promptly following each election of the Board of Directors at each annual meeting of stockholders.

Section 5. Regular Meetings. The Board of Directors shall hold quarterly meetings on the first business day on or after each of June 1, September 1, December 1 and March 1 or on such alternate dates within each of the Corporation's fiscal quarter as may be called by or at the request of the Chairman or the chief executive officer or by an officer of the Corporation upon the request of the majority of the entire Board of Directors, and at such times and places as the Board of Directors may from time to time determine.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman or the chief executive officer or by an officer of the Corporation upon the request of the majority of the entire Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without Delaware, as the place for holding any special meeting of the Board of Directors called by them.

Section 7. Action by Telephonic Communications. Members of the Board of Directors shall be entitled to participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 8. Notice: Time of Meeting. (a) Notice of every regular and every special meeting of the Board of Directors shall be given at least seventy-two (72) hours before the meeting by telephone, by personal delivery, by commercial courier, by mail, by facsimile transmission or other means of electronic transmission. Notice shall be given to each Director at his usual place of business, or at such other address as shall have been furnished by him for the purpose. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting.

(b) Each meeting of the Board of Directors shall commence between the hours of 8 a.m. and 2 p.m. (local Chicago time) unless otherwise agreed by a majority of the members of the Audit Committee.

Section 9. Quorum. Six (6) members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than six (6) members of the Board of Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time until a quorum is obtained without further notice. The act of the majority of the Board of Directors at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Certificate of Incorporation or the By-Laws of the Corporation.

Section 10. Compensation. Directors who are also full time employees of the Corporation or an affiliate thereof shall not receive any compensation for their services as Directors but they may be reimbursed for reasonable expenses of attendance. By resolution approved by a majority of the Board of Directors all other Directors may receive either an annual fee or a fee for each meeting attended, or both, and expenses of attendance, if any, at each regular or special meeting of the Board of Directors or of a committee of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall be the Chairman, a chief executive officer, a president, a chief financial officer, an executive vice president (if elected by the Board of Directors), one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article IV.

Section 2. Election and Term of Office. The other officers of the Corporation shall be designated annually by resolution approved by the majority of the entire Board of Directors at the first meeting of the Board of Directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election

shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by resolution approved by the majority of the entire Board of Directors may be removed and replaced by resolution approved by the majority of the entire Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by resolution approved by the majority of the entire Board of Directors for the unexpired portion of the term.

Section 5. Executive Chairman. The Chairman shall serve as executive chairman of the Corporation and shall serve as the senior officer of the Corporation. He shall have such powers and perform such other duties as may be prescribed by the Board of Directors and shall receive no compensation for this position.

Section 6. Chief Executive Officer. The chief executive officer of the Corporation shall be determined by the Board of Directors and shall report to the Board of Directors. The chief executive officer shall provide overall direction and administration of the business of the Corporation, establish basic policies within which the various corporate activities are carried out, guide and develop long range planning and evaluate activities in terms of objectives. He may sign with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, if such additional signature is necessary under the terms of the instrument document being executed or under applicable law, stock certificates of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be required by law to be otherwise signed or executed, and he may execute proxies on behalf of the Corporation with respect to the voting of any shares of stock owned by the Corporation. The chief executive officer shall have the power to

(a) designate management committees of employees deemed essential in the operations of the Corporation, its divisions or subsidiaries, and appoint members thereof, subject to the approval of a majority of the Board of Directors;

(b) appoint certain employees of the Corporation as vice presidents of one or several divisions or operations of the Corporation, subject to the approval of a majority of the Board of Directors, provided however, that any vice president so appointed shall not be an officer of the Corporation for any other purpose; and

(c) appoint such other agents and employees as in his judgment may be necessary or proper for the transaction of the business of the Corporation and in general shall perform all duties incident to the office of chief executive.

Section 7. President. The president shall in general be in charge of all operations of the Corporation and shall direct and administer the activities of the Corporation in accordance with the policies, goals and objectives established by the Chairman, the chief executive officer and the Board of Directors. The president shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Chief Financial Officer. Except as otherwise determined by the Board of Directors, the chief financial officer shall be the chief financial officer of the Corporation. The chief financial officer shall have the power to:

(a) charge, supervise and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation;

(b) render to the Board of Directors, whenever requested, a statement of the financial condition of the Corporation and of all his transactions as Chief Financial Officer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so;

(c) require from all officers or agents of the Corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation; and

(d) perform, in general, all duties incident to the office of chief financial officer and such other duties as may be specified in these By-Laws or as may be assigned to him from time to time by the Board of Directors or the Chairman.

Section 9. Executive Vice President. The executive vice president (if elected by the Board of Directors) shall report to either the chief executive officer or the president as determined in the corporate organization plan established by the Board of Directors. The executive vice president shall direct and coordinate such major activities as shall be delegated to him by his superior officer in accordance with policies established and instructions issued by his superior officer, the chief executive officer, or the Board of Directors.

Section 10. Vice President. The Board of Directors may elect one or several vice presidents. Each vice president shall report to either the chief executive officer, the president or the executive vice president as determined in the corporate organization plan established by the Board of Directors. Each vice president shall perform such duties as may be delegated to him by his superior officers and in accordance with the policies established and instructions issued by his superior officer, the chief executive officer or

the Board of Directors. The Board of Directors may designate any vice president as a senior vice president and a senior vice president shall be senior to all other vice presidents and junior to the executive vice president. In the event there is more than one senior vice president, then seniority shall be determined by and be the same as the annual order in which their names are presented to and acted on by the Board of Directors.

Section 11. The Treasurer. The treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Corporation; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chief executive officer, president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 12. The Assistant Treasurer. The assistant treasurer (or, if more than one, the assistant treasurers) shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 13. The Secretary. The secretary shall: (a) keep the minutes of the stockholders' and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws or as required by law; (d) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; (e) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (f) sign with the Chairman, president, or a vice president, stock certificates of the Corporation, the issue of which shall have been authorized by resolution approved by the majority of the Board of Directors; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chief executive officer, president or by the Board of Directors.

Section 14. The Assistant Secretary. The assistant secretary (or, if more than one, the assistant secretaries) shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

COMMITTEES

Section 1. The Committees. The Board of Directors may, pursuant to these By-Laws or by resolution approved by the majority of the Board of Directors, designate one or more committees, which, to the extent provided in these By-Laws or by resolution, to the fullest extent permitted by law, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. These committees shall include, but are not limited to, an Independent Nominating Committee, an Audit Committee, a Nominating and Governance Committee, a Compensation Committee and such other committees as determined by the Board of Directors (collectively, the "Committees").

(a) Each Committee must consist of two (2) or more of the Directors of the Corporation, one (1) of which must be a member of the Independent Nominating Committee.

(b) The Board of Directors, by resolution approved by a majority of the entire Board of Directors, shall designate members for each Committee in compliance with specific membership requirements set forth herein and in any resolutions establishing such Committees.

(c) The Committees shall have such names as set forth herein or as may be determined from time to time by resolution approved by a majority of the Board of Directors.

(d) Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

(e) All of the members of a Committee shall constitute a quorum for the transaction of business at any meeting of such Committee. The Act of the majority of the members of a Committee at a meeting at which a quorum is present shall be the act of such Committee, unless otherwise set forth herein or in the charter to such Committee.

Section 2. The Audit Committee. The Audit Committee shall consist of three (3) Receiver Directors (as hereinafter defined), one (1) of which must be a financial expert. The Audit Committee shall have such powers and responsibilities as set forth herein and as determined in the audit committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to the authority to supervise auditors and make decisions regarding accounting matters.

For the purposes of this Article V:

(a) an independent Director will be an individual who, in accordance with Rule 4350 of the National Association of Securities Dealers Automated Quotations (“Nasdaq”), would be eligible for membership on an Audit Committee of a corporation listed on Nasdaq, and

(b) a financial expert will be an individual fulfilling the requirements of the definition set forth the Securities and Exchange Commission in Item 407 of Regulation S-K.

Section 3. The Independent Nominating Committee. The Independent Nominating Committee shall consist of three (3) directors initially designated as Receiver Directors by the Board of Directors as of October 10, 2008 and each other person nominated to election or appointment to the Board of Directors pursuant to this Section 3 (the “Receiver Directors”) and shall have such powers and responsibilities as determined in the independent nominating committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(a) the sole authority to nominate to the Board of Directors three (3) independent Directors and the chief executive officer to stand for election by stockholders in accordance with the Certificate of Incorporation and the By-Laws of the Corporation, and

(b) the sole authority to appoint to the Board of Directors replacements for vacancies of Receiver Directors and the directorship held by the chief executive officer, resulting from death, resignation, disqualification, removal or other cause, provided that any such appointment for replacement of the directorship previously held by a chief executive officer shall be the then-serving chief executive officer having been designated pursuant to Article IV.

Section 4. The Nominating and Governance Committee. The Nominating and Governance Committee shall consist of (3) directors designated as members of such committee as of October 10, 2008 and each other person designated as a member of the Nominating and Governance Committee resulting from any vacancies therein, two (2) of whom shall be Directors having been nominated by the Nominating and Governance Committee and one (1) of whom shall either be a Receiver Director or the chief executive officer, and shall have such powers and responsibilities as determined in the nominating and governance committee charter, to be approved by the majority of the entire Board of Directors, which include, but are not limited to:

(a) The sole authority to nominate six (6) Directors, other than those Directors nominated by the Independent Nominating Committee, to stand for election by stockholders in accordance with these By-Laws;

(b) the sole authority to appoint replacements for vacancies of Directors previously nominated by the Nominating and Governance Committee, resulting from death, resignation, disqualification, removal or other cause; and

(c) the authority to establish governance principles.

Section 5. The Compensation Committee. The Compensation Committee shall consist of three (3) members selected by the majority of the entire Board of Directors, two (2) of whom shall be Receiver Directors and one (1) of whom shall be the Chairman. The Compensation Committee shall have such powers and responsibilities as determined in the Compensation Committee charter, which shall be approved by the majority of the entire Board of Directors. The powers and responsibilities of the Compensation Committee shall include, but not be limited to, approving all executive officer compensation matters, including salary levels, bonus levels, grants and issuances of new securities under existing stock plans, and recommending the adoption of new incentive plans to the Board of Directors, which shall in each case be subject to the further approval of the majority of the entire Board of Directors; provided, that, with respect to any award intended to constitute “performance-based compensation” within the meaning of Section 162(m) of the U.S. Internal Revenue Code and the regulations promulgated thereunder, the Compensation Committee charter shall provide for the delegation of its authority to a subcommittee of the Compensation Committee consisting solely of two “outside directors” within the meaning of such Section of the U.S. Internal Revenue Code and the regulations promulgated thereunder.

Section 6. The Disclosure Committee. The Board of Directors, by resolution approved by the majority of the entire Board of Directors, shall create a Disclosure Committee to be composed of management and operations personnel employed by the Corporation, with such members to be designated by the majority of the entire Board of Directors. The Disclosure Committee shall be responsible for:

(a) the approval of any material press release or other material disclosure by the Corporation;

(b) informing the Board of Directors in advance of all planned disclosure and other announcements by the Corporation;

(c) the responsibility for insuring that management reports all material developments to the Board of Directors and for determining which developments should be reported to Misys plc and its successors and permitted assigns or transferees (“Misys”) in connection with its regulatory disclosure obligations;

(d) recommending to the Board of Directors any additional disclosure of other announcements, in each case as may be required to permit the non-independent Directors, other than the chief executive officer, to fulfill their obligations under the Relationship Agreement, as defined in the Certificate of Incorporation; and

(e) instituting protocols to address trading on material non-public information.

Section 7. Audit Committee and Board Approval. The following actions must be approved by the Audit Committee and the majority of the entire Board of Directors:

(a) Any action intended to result in the de-listing of the common stock of the Corporation from Nasdaq or any other exchange upon which such stock is listed for trading;

(b) Any commercial or other transaction including, without limitation, any squeeze-out of other stockholders effected by merger, reverse stock split or otherwise or any arrangement involving a management fee payable to Misys or its subsidiaries (other than the Corporation and its subsidiaries) and agreements between the Corporation or any of its subsidiaries, on the one hand, and Misys or any of its subsidiaries (other than the Corporation and its subsidiaries), on the other hand, other than transactions pursuant to the current terms of agreements entered into on or prior to the date hereof, or replacement agreements (so long as the terms of such replacement agreements are not less favorable to the Corporation); and

(c) Any change or modification to the audit committee charter in effect on October 10, 2008.

ARTICLE VI

SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware".

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws or under the provisions of the Certificate of Incorporation or under the provisions of the laws of the State of Delaware, waiver thereof, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS

Subject to the provisions of the Certificate of Incorporation and the By-Laws, these By-Laws may be altered, amended or repealed with the affirmative vote of the majority of the entire Board of Directors; provided, that Articles III, IV, V hereof and this Article VIII may only be amended, or waivers therefrom granted, in the manner prescribed by statute with the consent of a majority of the members of the Audit Committee and the majority of the entire Board of Directors.

STRICTLY PRIVATE & CONFIDENTIAL

Glen E Tullman
Chairman and Chief Executive Officer
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Our ref SSA/30717-00475 CO:8896520.1

9 October 2008

Dear Glen

Shared Services Agreement

This letter will serve to memorialize our agreement, reached on our call yesterday, on certain open items to be covered by the schedules to the Shared Services Agreement to be entered into between our two companies in substantially the form of the attached draft agreement (together with fully worked up schedules of services which are still in the process of negotiation) (the "Shared Services Agreement"). Our agreement on these items is effective as of closing ("Closing") of the merger of Misys Healthcare Systems, LLC ("Misys Healthcare") and a subsidiary of Allscripts Healthcare Solutions Inc. ("Allscripts") and shall continue in full force and effect until the execution of the Shared Services Agreement (including the finalization of the schedules thereto). Our intention is to finalise and execute the Shared Services Agreement as soon as possible after Closing and in the period between Closing and execution of the Shared Services Agreement Allscripts agrees to pay for the services provided by Misys plc ("Misys") and its affiliates in accordance with the agreement set out below. Specifically:

1. HR Schedule (Schedule A): There will be seven FTEs working on shared services at a total charge of US\$600,000 for each 12-month period following Closing, which will be charged to Allscripts in accordance with the Shared Services Agreement. These FTEs will be moved from the Misys Healthcare payroll to become employees of an affiliate of Misys plc as soon as practicable after Closing but the US\$600,000 annual fee will be charged beginning as of Closing. We will ask our respective human resource personnel to agree on the actual named individuals that will comprise these FTEs. (In respect of each 12 month period subsequent to the first one, the US\$600,000 is subject to adjustment as may be agreed between our two companies at that time.)
2. Financial Services (Schedule B): We have signed off on the financial terms of this schedule, which is attached hereto.
3. Management Services (Schedule C): The total annual charge for the services specified in this schedule will be US\$3,000,000.
4. Procurement Services (Schedule D): We have agreed that the fees payable for individuals providing services under this schedule will be US\$160,000 for each 12-month period following Closing. (In respect of each 12 month period subsequent to the first one, the US\$160,000 is subject to adjustment as may be agreed between our two companies at that time.)
5. Tax Services (Schedule E): We have signed off on the financial terms of this schedule, which is attached hereto.

6. R&D Services (Schedule F): The hourly rate on the rate card applicable to these services will be \$20.45 for resources in India. We agreed that the overhead charge for development services covered by this schedule will be US\$1,800,000 for each 12-month period following Closing. (In respect of each 12 month period subsequent to the first one, the US\$1,800,000 is subject to adjustment as may be agreed between our two companies at that time.)
7. Manila Support Services (Schedule I): The charge per person for the overall services covered by this schedule will be US\$18,940 per 12 month period, which amount (with respect to the payroll, telephony and facilities services within those overall services) will be calculated using average actual costs and will be subject to adjustment on a monthly basis to reflect those actual costs.
8. Information Systems Services (Schedule J): We agreed that the merged Allscripts- Misys company's overall budget for IT expenditure for the 12-month period following Closing will be US\$19,700,000.

In determining Misys' costs with respect to providing services under the schedules to the Shared Services Agreement, Misys will use the Misys budgeted exchange rates for the applicable 12-month period. All of the fees and charges noted above are for 12-month periods but will be invoiced and paid in equal monthly instalments during the term hereof

With respect to the applicable service level for each service provided under the Shared Services Agreement we agree that such service will be provided at a service level equal to or better than the current service level for that particular service as provided by either Misys or Allscripts to itself or its affiliates.

To the extent that the schedules to the Shared Services Agreement are not in final form now, we agree that we will continue to negotiate, and cause our respective employees and advisers to continue to negotiate, to complete the relevant schedules as soon as possible in accordance with our agreements set out above.

Any specific service or part thereof shall be subject to termination at the election of the recipient party upon providing advance notice to the provider party in accordance with the notice for termination period set forth for that particular service in the draft schedules to the Shared Services Agreement as of the date hereof, or, alternatively, if such schedules do not set forth a specific notice for termination period for such service, upon forty-five (45) days' notice to the provider party.

If you agree with the foregoing, please sign a copy of this letter agreement in the space provided below, whereupon this letter agreement shall become a binding agreement between our two companies.

Very truly yours

/s/ Glyn Fullelove (duly authorised attorney of Mike Lawrie)

Misys plc
Mike Lawrie
Chief Executive

Accepted and agreed this 10th day of October, 2008

Allscripts Healthcare Solutions, Inc.

/s/ Glen Tullman

Name: Glen E. Tullman

Title: Chairman and Chief Executive Officer

TRADEMARK AND TRADE NAME LICENSE AGREEMENT

This TRADEMARK AND TRADE NAME LICENSE AGREEMENT is dated as of October 10, 2008 (the "Agreement"), between Misys plc, a public limited company organized under the laws of England, having a principal place of business at One Kingdom Street, London W2 6BL, United Kingdom ("Licensor"), and Misys Healthcare Systems, LLC, a North Carolina limited liability company, having its principal place of business at 8529 Six Forks Road, Raleigh, North Carolina 27615 ("Licensee"). Licensor and Licensee are referred to herein collectively as "Parties" and each individually as a "Party".

W I T N E S S E T H :

WHEREAS, Licensor is the owner of the trade name "MISYS" (the "Licensed Name") and certain trademarks and service marks consisting of or incorporating the designation "MISYS," identified in the schedule attached hereto as Schedule A, and has applied for and registered such trademarks and service marks in the United States (the "Territory") (such trademarks and service marks and such registrations and applications, together with any and all common law rights pertaining thereto, are referred to collectively as the "Licensed Marks") for use in Licensor's business;

WHEREAS, Licensor is the owner of the domain names listed on Schedule B hereto (the "Licensed Domain Names" and together with the Licensed Name and the Licensed Marks, the "Licensed Property");

WHEREAS, at the Closing (as defined in the Agreement and Plan of Merger, dated as of March 17, 2008, by and among Licensor, Licensee, Allscripts Healthcare Solutions, Inc., a Delaware corporation, having its principal place of business at 222 Merchandise Mart, Suite 2024, Chicago, IL 60654 ("Allscripts") and Patriot Merger Company, LLC, a North Carolina limited liability company (the "Merger Agreement")), Licensor will own, directly or indirectly, 54.5% of the equity interests in Allscripts on a fully-diluted basis (as determined pursuant to the Merger Agreement);

WHEREAS, Licensor previously licensed Licensee the right to use the Licensed Marks in connection with Licensee's healthcare information technology products and services, pursuant to the Trademark License Agreement, effective as of May 7, 2004 between Licensor and Licensee (the "Existing License"), and Patriot Merger Company, LLC, a wholly-owned subsidiary of Allscripts is merging as of the date hereof with and into Licensee with Licensee as the surviving company (the "Merger");

WHEREAS, entering into this Agreement is a condition to effecting the Merger;

WHEREAS, in connection with the Merger, the Parties have decided to replace the Existing License with this Agreement to more clearly set forth the rights and obligations of each Party;

WHEREAS, Licensee desires to use, and Licensor is willing to license Licensee to use, the Licensed Marks in connection with Licensee's healthcare information technology products and services and such other products and services as the Parties may agree (such products and services together with any permitted sublicensee's healthcare information technology products and services, the "Products and Services"), to use the Licensed Name in connection with Licensee's business of providing Licensee's healthcare information technology products and services (the "Licensed Business"), and to use the Licensed Domain Names in connection with the Licensed Business under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

1.1. Grant of Trademark License. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nonassignable, royalty-free license to use the Licensed Marks in connection with the marketing, promotion, advertisement, distribution and sale of the Products and Services of Licensee in the Territory.

1.2. Grant of Trade Name License. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nonassignable, royalty-free license to use the Licensed Name in its corporate name and trade name solely in the form of "Allscripts Misys" with or without one or more additional words (e.g., "Allscripts-Misys Healthcare Solutions") and a corporate-form identifier such as "Inc." or "LLC", as applicable, in connection with the operation of the Licensed Business in the Territory.

1.3. Grant of License to Domain Names. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee a nonexclusive, nonassignable, royalty-free license to use the Licensed Domain Names in connection with the operation of the Licensed Business in the Territory. The Parties agree that the ability of a third party to access the websites operated under the Licensed Domain Names from outside of the Territory shall not be deemed a breach of this Agreement, provided such websites are not targeted to persons or entities outside of the Territory and to the extent that a person or entity is identified as being outside of the Territory, Licensee does not provide Products or Services and does not permit any Sublicensee to provide Products or Services outside of the Territory. In the event of any doubt as to where such person or entity is located, Licensee shall, and shall cause any Sublicensee to, obtain written confirmation from such person or entity that it is located and operating in the Territory. Licensor shall designate a person specified by Licensee as the "technical

contact” for each Licensed Domain Name to the extent necessary to permit access to the associated website.

1.4. Restrictions on Use.

(a) Except for use of Allscripts’ color scheme of red, black and grey, which may be used for the Licensed Marks other than “Misys” used alone, “Misys” in combination with the “M” logo and the “M” logo, Licensee shall not change or modify the Licensed Property, or create any design variation of the Licensed Property, without the prior written consent of Licensor.

(b) Except for the word “Allscripts”, Licensee shall not join any name, mark or logo with the Licensed Property so as to form a composite trade name or mark, without obtaining the prior written consent of Licensor.

(c) Licensee shall not use any other name or mark that is confusingly similar to the Licensed Property, provided, however, that use of the word “Allscripts” with the secondary words in the Licensed Marks (e.g., Tiger), with or without the word “Misys”, will not be considered confusingly similar.

1.5. Changes in Licensed Marks. Upon written notice to Licensee, Licensor may, from time to time in its sole discretion, elect to (a) discontinue any Licensed Marks or Licensed Domain Names and/or (b) replace any Licensed Marks or Licensed Domain Names with or use new or different trademarks or service marks or domain names (“New Marks”) with respect to the Products and Services or the Licensed Business. Upon such election, any such New Marks may be designated Licensed Property by Licensor and if designated as such shall be subject to the terms of this Agreement, and Schedule A shall be deemed amended automatically to include such New Marks. In the event Licensor discontinues any Licensed Property or introduces a New Mark, Licensee shall have a reasonable period of time, not to exceed six (6) months, to cease use of such discontinued Licensed Property or begin use of such New Mark.

1.6. Sublicenses.

(a) Subject to the terms and conditions contained herein, Licensee may grant a sublicense of its rights hereunder to any Affiliate (defined as any entity that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Licensee, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of such entity or the ownership (directly or indirectly) of securities or other interests in such entity) (each permitted sublicensee, a “Sublicensee”) as follows:

(i) Licensee may grant a sublicense to each Sublicensee to use the Licensed Marks in connection with such Sublicensee’s healthcare information technology products and services in the Territory;

(ii) Licensee may grant to each Sublicensee a sublicense to use the Licensed Name solely in the form(s) set forth on Schedule C as Schedule C may be amended from time to time by mutual agreement of Licensor and Licensee and solely in connection with the operation of such Sublicensee's healthcare information technology products and services business in the Territory (each, a "Sublicensee Business");

(iii) Licensee may grant to each Sublicensee a sublicense to use the Licensed Domain Names in connection with its Sublicensee Business in the Territory.

(iv) The grant of any sublicense hereunder shall be conditioned on such Sublicensee having first executed a copy of the Sublicensee Acknowledgement set forth as Exhibit A.

(b) Any such sublicense shall be made on, and subject to, all applicable terms and conditions of this Agreement with respect to the Licensed Property, including but not limited to the following:

(i) Any such sublicense shall contain a provision that the sublicense will, at Licensor's choice, either (A) be deemed automatically assigned by Licensee to Licensor or (B) terminate automatically upon any termination of this Agreement.

(ii) Licensee shall (A) notify Licensor promptly in writing upon becoming aware that any Sublicensee's use of the Licensed Property deviates from the Quality Standards in any material respect, and (B) promptly undertake commercially reasonable efforts to cause such defective or nonconforming use to be cured or, if not curable, discontinued.

(iii) Licensor shall be a third-party beneficiary of such sublicense.

(iv) Licensor shall have the right to enforce the terms and conditions of, and terminate, such sublicense, whether as a party thereto or as a third-party beneficiary.

(c) In addition to the right to grant sublicenses pursuant to this Section 1.6, Licensee and each Sublicensee shall be permitted to allow any reseller or distributor of the Products and Services to use the Licensed Marks and Licensed Domain Names solely to the extent necessary to perform its obligations under the relevant agreement with Licensee or such Sublicensee. Each such agreement shall contain restrictions on the use of the Licensed Marks and Licensed Domain Names consistent with the restrictions contained herein, including but not limited to those in Section 1.6(b) (other than (b)(i) and (b)(iv)). A copy of each such agreement shall be provided to Licensor for review and approval prior to execution.

(d) Notwithstanding the grant of any sublicense hereunder, Licensee shall remain liable for any breach or default of the applicable terms and conditions of this Agreement by any of its Sublicensees, resellers or distributors with respect to the Licensed Property.

(e) No such Sublicensee, reseller or distributor shall be permitted to sublicense to any other person or entity the rights granted to it with respect to the Licensed Property.

(f) A copy of each sublicense shall be provided to Licensor for review and approval prior to execution.

1.7. Covenant. So long as this Agreement is effect, (i) Licensor will not use the product marks included in the Licensed Marks (e.g., Misys Tiger) on healthcare information technology products and services within the scope of the Licensed Business in the Territory and (ii) other than with respect to activities of the Licensor's open source division, Licensor will not use the "Misys" mark or the "M" logo on healthcare information technology products and services within the scope of the Licensed Business in the Territory. For the avoidance of doubt, Licensor's open source division may use the "Misys" mark, the "M" logo and other marks not included in the Licensed Marks on healthcare information technology products and services within the scope of the Licensed Business in the Territory.

2. Quality Standards and Control.

2.1. Quality Control. At all times, Licensee shall use and shall cause each Sublicensee to use the Licensed Property only in accordance with such quality standards and specifications as may be established by Licensor and communicated to Licensee in writing from time to time (the "Quality Standards"), including but not limited to the Misys Trademark Guidelines attached hereto as Exhibit B. Without limiting the foregoing, the Products and Services shall always be manufactured or performed in a manner that reflects favorably on the Licensed Property and does not tarnish them or the reputation of Licensor. With respect to the name and mark "Misys" and the "M" logo, Licensor may establish additional Quality Standards that shall be communicated to Licensee in writing from time to time.

2.2. Use of the Licensed Marks. All use of the Licensed Marks made hereunder shall faithfully reproduce the design and appearance of the Licensed Marks as reflected on Schedule A.

2.3. Inspection and Approval. Licensor or its designated representative shall have the right at any time during normal business hours to inspect and approve, which approval shall not be unreasonably withheld, any and all uses of the Licensed Marks to confirm that such use is in conformance with the terms of this Agreement. From time to time, upon Licensor's reasonable request in writing, Licensee shall, at Licensee's expense, (a) provide Licensor with representative samples of the ways in which the Licensed Marks are then being used (or photographs depicting the same), and

(b) permit Licensor to inspect Licensee's places of business where the Licensed Marks are used, in each case for Licensor's inspection and approval of such uses.

2.4. Deficiencies. If Licensor reasonably believes that the Licensed Business, a Sublicensee Business or the business of a reseller or distributor using the Licensed Marks or Licensed Domain Names is not being conducted in compliance with Licensor's Quality Standards or if an inspection of the Products and Services reveals that they do not comply with Licensor's Quality Standards, then Licensor shall promptly provide Licensee with written notice of such defects or violations, and shall allow Licensee thirty (30) days from the date of such notice in which to cure such defects or violations. Should the defects or violations not be remedied within such thirty (30) days, Licensor may, in its reasonable discretion, terminate this Agreement in accordance with Section 8.2 or bring an action to require specific performance. If such an action is brought and is successful, then Licensee shall have thirty (30) days within which to comply with the order. If, at the end of such thirty (30) days Licensee has not complied, this Agreement will terminate automatically.

3. Compliance with Law. Licensee shall use the Licensed Property only in such manner as will comply with the provisions of applicable laws and regulations relating to the Licensed Property. Licensee shall affix to all materials that bear a Licensed Mark, including, but not limited to, all stationery, labels, packaging, advertising and promotional materials, manuals, invoices and all other printed materials, (a) notices in compliance with applicable trademark laws and (b) such legend as Licensor may reasonably designate by written notice and is required or otherwise reasonably necessary to allow adequate protection of the Licensed Marks and the benefits thereof under applicable trademark laws from time to time. In connection herewith, Licensee may use the following legend:

"MISYS" is a registered trademark owned by Misys plc and is used under license."

4. Ownership and Maintenance.

4.1. Ownership. (a) Licensee acknowledges and admits the validity of the Licensed Property and agrees that it will not, directly or indirectly, challenge the validity of the Licensed Property, or any registrations thereof and/or applications therefor in any jurisdiction, or the right, title and interest of Licensor therein and thereto, nor will it claim any ownership or other interest in the Licensed Property in any jurisdiction, other than the rights expressly granted hereunder.

(b) Licensee acknowledges that (i) the Licensed Property and the goodwill associated therewith are and will remain the exclusive property of Licensor, (ii) all uses of the Licensed Property shall inure solely to the benefit of Licensor, and (iii) Licensee has no right, title or interest in any other trademarks, services marks, trade names or domain names belonging to Licensor. Licensee shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Licensor in and to the Licensed Property. Nothing in this Agreement grants, nor shall Licensee acquire

hereby, any right, title or interest in or to the Licensed Property or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Licensor's right to enjoin or obtain relief against any acts by third parties of trademark infringement or unfair competition.

(c) Licensee shall not at any time, without the prior written consent of Licensor, acquire a registration or file and prosecute a trademark application or applications to register the Licensed Property, or any component, variation or derivation thereof, or any name or mark confusingly similar thereto, for any goods or services anywhere in the world. If Licensee at any time, without the prior written consent of Licensor, files or causes to be filed, in its own name or otherwise on its behalf, an application to register or otherwise takes steps under applicable laws to obtain trademark or other protection of the Licensed Property in any country, territory or jurisdiction, Licensee shall, at the direction of Licensor, either (i) assign and transfer to Licensor, without further consideration, all right, title and interest in or to the Licensed Property in such country, territory or jurisdiction, or (ii) surrender and abandon such registration or application for registration.

4.2. Maintenance; Registrations; Filings. (a) Licensor shall be responsible for and retain sole discretion over the filing, protection and maintenance of the Licensed Property. Licensee shall execute all documents as are reasonably necessary or expedient to aid in, and shall otherwise cooperate at Licensor's expense with, Licensor's efforts to prepare, obtain, file, record and maintain all such registrations and applications. In particular, but without limitation, upon Licensor's request, Licensee shall furnish Licensor with information or materials which are necessary or helpful to establish or evidence Licensor's ownership of the Licensed Property, and the nature and scope of its rights therein, including but not limited to information regarding the Licensee's first and subsequent dates of use, proof of such use dates, information regarding the nature and extent of the Licensee's use, and actual specimens of use made by Licensee in advertising, printed materials or other materials which are used in connection with the promotion of the Products and Services.

(b) Licensor shall have no further maintenance obligations as to the Licensed Property or any registration thereof or application therefor upon giving written notice to Licensee that it does not intend to continue such maintenance; provided, however, that, other than as provided in Section 1.5, Licensor shall maintain its registrations for all the Licensed Domain Names during the term of this Agreement.

5. Infringement or Dilution. Licensee shall promptly notify Licensor upon becoming aware of any infringement or dilution of the Licensed Property. Licensor has the exclusive right to take, and shall take, such steps to stop such infringement or dilution as may be reasonably necessary in its reasonable determination to protect the Licensed Property. Licensee shall cooperate fully with Licensor to stop such infringement or dilution. Licensor shall have full control over any such action, including without limitation the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it deems

advisable in its discretion. Licensor shall bear all expenses connected with the foregoing, including for Licensee's cooperation. To the extent Licensee has proven damages resulting from such infringement or dilution, Licensee shall share in the amount recovered, if any, net of Licensor's expenses in connection with such action, pro-rata with Licensor's damages in such action.

6. Indemnification.

6.1. Licensor does not, by virtue of this Agreement or of Licensee's use of the Licensed Property, assume any liability with respect to the business of Licensee or the conduct thereof by Licensee, and Licensee shall defend, indemnify and hold harmless Licensor and its affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) (collectively, "Losses") resulting from or arising out of claims, actions or proceedings brought by third parties against Licensor arising out of (a) Licensee's breach of this Agreement, (b) any use by Licensee of the Licensed Property, (c) any misuse by Licensee of the Licensed Property including but not limited to use of the Licensed Property in false advertising; and (d) defects in the Products and Services offered by the Licensee or any Sublicensee under the Licensed Property.

6.2. Licensee does not, by virtue of this Agreement or of Licensee's use of the Licensed Property, assume any liability with respect to the business of Licensor or the conduct thereof by Licensor, and Licensor shall defend, indemnify and hold harmless Licensee and its Affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all Losses resulting from or arising out of claims, actions or proceedings brought by third parties against Licensee arising out of Licensor's breach of this Agreement.

7. Representations and Warranties. Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full corporate power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8. Term; Termination.

8.1. Term. The term of this agreement shall become effective as of the date hereof, and shall continue in effect until terminated in accordance with the provisions of Section 8.2.

8.2. Termination. (a) Licensor may terminate this Agreement or a sublicense upon written notice to Licensee or such Sublicensee, if:

(i) There is a change in control of Licensee or such Sublicensee.

(ii) Licensee or such Sublicensee breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after the date of Licensor's written notice thereof.

(iii) Licensee or such Sublicensee files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official with similar powers over a substantial part of its property; or a court having jurisdiction over Licensee or such Sublicensee or any of the property of Licensee or such Sublicensee shall enter a decree or order for relief in respect thereof in an involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or official with similar powers over a substantial part of the property of Licensee or such Sublicensee, or shall order the winding-up, liquidation or rehabilitation of the affairs of Licensee or such Sublicensee, and such order or decree shall continue in effect for a period of sixty (60) consecutive days.

(iv) Licensor provides such written notice of termination sixty (60) days in advance of the date of termination.

(b) Notwithstanding anything to the contrary contained herein, termination of this Agreement by either Party in whole or in part shall be without prejudice to any other remedy otherwise available hereunder, under law or at equity, to such Party or the other Party.

(c) Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of Licensor and Licensee pursuant to Sections 4.1, 6, 8.2(b), 8.2(c), 8.3 and 9 shall survive indefinitely regardless of any cancellation, expiration or termination of this Agreement.

8.3. Effects of Termination. Any termination of this Agreement in accordance with the terms hereof shall be final. Upon the termination of this Agreement:

(a) all rights in the Licensed Property granted to Licensee or any Sublicensee hereunder shall automatically revert to Licensor, and Licensee or any Sublicensee shall have no further rights in, and shall immediately cease all use of, the Licensed Property, except that Licensee and any Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Property;

(b) Licensee shall immediately destroy and cause any Sublicensee, reseller or distributor to destroy all materials used for reproducing the Licensed Property

(including without limitation photographic negatives, printing plates and tooling), except that Licensee and any Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Property and shall, within thirty (30) days after such destruction has taken place, provide Licensor with an affidavit executed by an officer of Licensee attesting thereto;

(c) Licensee will use reasonable efforts to cease using the Licensed Property on buildings, cars, trucks and other fixed assets as soon as possible but in any event within three (3) months of termination;

(d) Licensee shall and shall cause any Sublicensee to change its name to a name that does not include any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensor reasonably deems confusingly similar thereto;

(e) Licensor shall, for a period of six (6) months after the termination of this Agreement, redirect Internet traffic seeking any of the Licensed Domain Names to such domain name or names as Licensee shall specify in writing;

(f) Licensee shall and shall cause any Sublicensee to change the domain names on the websites currently using the Licensed Domain Names to domain names that do not include any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensor reasonably deems confusingly similar thereto and shall remove all references to the Licensed Property in the content on any such websites; and

(g) Licensee will not and will cause any Sublicensee not to use or do business under, or assist any third party in using or doing business under, any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensor reasonably deems confusingly similar thereto.

9. Miscellaneous.

9.1. Assignment. Licensee shall not assign or attempt to assign its rights or obligations hereunder without Licensor's prior written consent. Licensor shall not assign or attempt to assign its rights or obligations hereunder without Licensee's prior written consent; provided, however, that no such consent shall be required for an assignment by Licensor in connection with (i) any assignment to an affiliate, (ii) any assignment or sale of all or substantially all of the equity or similar interests of Allscripts that are owned by Licensor, or (iii) any assignment or sale of all or substantially all of Licensor's assets, or any merger, consolidation or other business combination to which Licensor is a party, provided, further, however, that Licensor agrees that it will not assign its rights or obligations hereunder apart from all or substantially all of the equity or similar interests of Allscripts that it owns and the Licensed Marks that are specific to the Licensed Business, which, for the avoidance of doubt, do not include the name and mark "Misys" or the "M" logo or any other name and mark other than the Licensed Marks.

Any assignment or attempt to do so in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes and cancels all prior agreements and understandings between Licensor and Licensee, whether written and oral, with respect thereto (including the Existing License).

9.3. Amendment; Waivers. This Agreement shall not be amended, supplemented or modified except in a writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach.

9.4. No Agency. Licensor and Licensee are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

9.5. Further Assurances. Each of the Parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Agreement. The Parties shall act in good faith in the performance of their obligations under this Agreement.

9.6. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason in any jurisdiction, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Agreement in any jurisdiction shall not affect the remaining portions of this Agreement in such jurisdiction or in any other jurisdiction.

9.7. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER VOLUNTARILY, AND (D) IT HAS BEEN

INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.7.

9.8. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. For purposes of any claim, suit, action or proceedings arising out of or in connection with this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York.

9.9. Equitable Relief. Each Party hereto acknowledges that the other Party will suffer irreparable harm as a result of the material breach by such Party of any covenant or agreement to be performed or observed by such Party under this Agreement, and acknowledges that the other Party shall be entitled to apply for and, if granted, receive from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining Licensee from further breach of this Agreement or further infringement or impairment of the rights of Licensor.

9.10. Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given (a) if sent by first-class registered or certified mail, return receipt requested, postage prepaid, on the fifth day following the date of deposit in the mail, (b) if delivered personally, when received, or (c) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

If to Licensor, to:

Misys plc
One Kingdom Street
London W2 6BL
United Kingdom
Telecopy: +44 (0)20 3320 5000
Telephone: +44 (0)20 3320 1771
Attention: Group General Counsel & Company Secretary

If to Licensee, to:

Misys Healthcare Systems, LLC
8529 Six Forks Road

Raleigh, North Carolina 27615
Telecopy: (919) 457-4982
Telephone: (919) 329-1982
Attention: Corporate Counsel

or, in each case, to such other address or facsimile number or to the attention of such other person as may be specified in writing by such Party to the other Party.

9.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be one and the same instrument.

9.12. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

9.13. Construction of this Agreement. In any construction of this Agreement, the Agreement shall not be construed against any Party based upon the identity of the drafter of the Agreement or any provision of it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MISYS PLC

By: /s/ James C. Malone

Name: James C. Malone

Title: Chief Financial Officer

MISYS HEALTHCARE SYSTEMS, LLC

By: /s/ Kathy F. Twiddy

Name: Kathy F. Twiddy

Title: SVP, General Counsel

TRADEMARK AND TRADE NAME SUBLICENSE AGREEMENT

This TRADEMARK AND TRADE NAME SUBLICENSE AGREEMENT is dated as of October 10, 2008 (the "Sublicense Agreement"), between Misys Healthcare Systems, LLC, a North Carolina limited liability company, having its principal place of business at 8529 Six Forks Road, Raleigh, North Carolina 27615 ("Licensee"), and Allscripts Healthcare Solutions, Inc., a Delaware corporation, having its principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 ("Sublicensee" or "Allscripts"). Licensee and Sublicensee are referred to herein collectively as "Parties" and each individually as a "Party". All capitalized terms used herein and not otherwise defined have the respective meanings given to them in the License Agreement (as defined below) or the Merger Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, Misys plc, a public limited company organized under the laws of England ("Licensor"), is the owner of the trade name "MISYS" (the "Licensed Name") and certain trademarks and service marks consisting of or incorporating the designation "MISYS," identified in the schedule attached hereto as Schedule A, and has applied for and registered such trademarks and service marks in the United States (the "Territory") (such trademarks and service marks and such registrations and applications, together with any and all common law rights pertaining thereto, are referred to collectively as the "Licensed Marks") for use in Licensor's business;

WHEREAS, Licensor is the owner of the domain names listed on Schedule B hereto (the "Licensed Domain Names" and together with the Licensed Name and the Licensed Marks, the "Licensed Property");

WHEREAS, at the Closing (as defined in the Agreement and Plan of Merger, dated as of March 17, 2008, by and among Licensor, Licensee, Sublicensee and Patriot Merger Company, LLC a North Carolina limited liability company (the "Merger Agreement"), Licensor will own, directly or indirectly, 54.5% of the equity interests in Allscripts on a fully diluted basis (as determined pursuant to the Merger Agreement).

WHEREAS, as a condition to effecting the Merger, Licensor and Licensee entered into a Trademark and Trade Name License Agreement of even date herewith (the "License Agreement"), pursuant to which Licensor granted Licensee use of the Licensed Marks, the Licensed Name and the Licensed Domain Names;

WHEREAS, pursuant to Section 1.6 of the License Agreement, Licensee may grant a sublicense of its rights under the License Agreement to any Affiliate of Licensee;

WHEREAS, Sublicensee is an Affiliate of Licensee and wishes to use the Licensed Name, Licensed Marks and Licensed Domain Names under the terms and conditions set forth herein; and

WHEREAS, in accordance with the License Agreement, Sublicensee has executed a Sublicensee Acknowledgement and Licensor has reviewed and approved this Sublicense Agreement prior to the Parties' execution hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License.

1.1. Grant of Trademark License. Subject to the terms and conditions contained herein, Licensee hereby grants to Sublicensee, and Sublicensee hereby accepts, a nonexclusive, nonassignable, nonsublicenseable, royalty-free license to use the Licensed Marks in connection with the marketing, promotion, advertisement, distribution and sale of Sublicensee's healthcare information technology products and services in the Territory (the "Sublicensee Products and Services").

1.2. Grant of Trade Name License. Subject to the terms and conditions contained herein, Licensee hereby grants to Sublicensee, and Sublicensee hereby accepts, a nonexclusive, nonassignable, nonsublicensable, royalty-free license to use the Licensed Name in its corporate name and trade name solely in the form of "Allscripts-Misys Healthcare Solutions, Inc." and solely in connection with the operation of such Sublicensee's healthcare information technology products and services business in the Territory (the "Sublicensee Business").

1.3. Grant of License to Domain Names. Subject to the terms and conditions contained herein, Licensee hereby grants to Sublicensee a nonexclusive, nonassignable, nonsublicensable, royalty-free license to use the Licensed Domain Names in connection with the operation of the Sublicensee Business in the Territory. The Parties agree that the ability of a third party to access the websites operated under the Licensed Domain Names from outside of the Territory shall not be deemed a breach of this Sublicense Agreement, provided such websites are not targeted to persons or entities outside of the Territory and to the extent that a person or entity is identified as being outside of the Territory, Sublicensee does not provide Sublicensee Products or Services outside of the Territory. In the event of any doubt as to where such person or entity is located, Sublicensee shall obtain written confirmation from such person or entity that it is located and operating in the Territory. Licensee shall designate a person specified by Sublicensee as the "technical contact" for each Licensed Domain Name to the extent necessary to permit access to the associated website.

1.4. Restrictions on Use.

(a) Except for use of Sublicensee's color scheme of red, black and grey, which may be used for the Licensed Marks other than "Misys" used alone, "Misys" in combination with the "M" logo and the "M" logo, Sublicensee shall not change or

modify the Licensed Property, or create any design variation of the Licensed Property, without the prior written consent of Licensee.

(b) Except for the word "Allscripts", Sublicensee shall not join any name, mark or logo with the Licensed Property so as to form a composite trade name or mark, without obtaining the prior written consent of Licensee.

(c) Sublicensee shall not use any other name or mark that is confusingly similar to the Licensed Property, provided, however, that use of the word "Allscripts" with the secondary words in the Licensed Marks (e.g., Tiger), with or without the word "Misis", will not be considered confusingly similar.

1.5. Changes in Licensed Marks or Licensed Domain Names. Upon written notice to Sublicensee, Licensee may, from time to time in its sole discretion, elect to (a) discontinue any Licensed Marks or Licensed Domain Names and/or (b) replace any Licensed Marks or Licensed Domain Names with or use new or different trademarks or service marks or domain names ("New Marks") with respect to the Products and Services or the Licensed Business. Upon such election, any such New Marks may be designated Licensed Property by Licensee and if designated as such shall be subject to the terms of this Sublicense Agreement, and Schedule A shall be deemed amended automatically to include such New Marks. In the event Licensee discontinues any Licensed Property or introduces a New Mark, Sublicensee shall have a reasonable period of time, not to exceed six (6) months, to cease use of such discontinued Licensed Property or begin use of such New Mark.

1.6. Resellers and Distributors of Sublicensee Products and Services. Sublicensee shall be permitted to allow any reseller or distributor of the Sublicensee Products and Services to use the Licensed Marks and Licensed Domain Names solely to the extent necessary to perform its obligations under the relevant agreement with Sublicensee. Each such agreement shall contain restrictions on the use of the Licensed Marks and Licensed Domain Names consistent with the restrictions contained herein, other than those contained in Section 9.14(ii). A copy of each such agreement shall be provided to Licensee for review and approval prior to execution.

1.7. Prohibition on Sublicensing. Neither Sublicensee nor any reseller or distributor of Sublicensee shall be permitted to sublicense to any other person or entity the rights granted to it with respect to the Licensed Property.

2. Quality Standards and Control.

2.1. Quality Control.

(a) At all times, Sublicensee shall use the Licensed Property only in accordance with such quality standards and specifications as may be established by Licensor and communicated to Sublicensee in writing from time to time (the "Quality Standards"), including but not limited to the Licensor Trademark Guidelines attached hereto as Exhibit A. Without limiting the foregoing, the Sublicensee Products and Services shall always be manufactured or performed in a manner that reflects favorably

on the Licensed Property and does not tarnish the Licensed Property or the reputation of Licensee or Licensor. With respect to the name and mark “Misys” and the “M” logo, Licensor may establish additional Quality Standards that shall be communicated to Sublicensee in writing from time to time.

(b) Licensee shall (A) notify Licensor promptly in writing upon becoming aware that Sublicensee’s use of the Licensed Property deviates from the Quality Standards in any material respect, and (B) promptly undertake commercially reasonable efforts to cause such defective or nonconforming use to be cured or, if not curable, discontinued.

2.2. Use of the Licensed Marks. All use of the Licensed Marks made hereunder shall faithfully reproduce the design and appearance of the Licensed Marks as reflected on Schedule A.

2.3. Inspection and Approval. Licensee or its designated representative shall have the right at any time during normal business hours to inspect and approve, which approval shall not be unreasonably withheld, any and all uses of the Licensed Marks to confirm that such use is in conformance with the terms of this Sublicense Agreement. From time to time, upon Licensee’s reasonable request in writing, Sublicensee shall, at Sublicensee’s expense, (a) provide Licensee with representative samples of the ways in which the Licensed Marks are then being used (or photographs depicting the same), and (b) permit Licensee or Licensor to inspect Sublicensee’s places of business where the Licensed Marks are used, in each case for Licensee’s or Licensor’s inspection and approval of such uses.

2.4. Deficiencies. If Licensee reasonably believes that the Sublicensee Business or the business of a reseller or distributor using the Licensed Marks or Licensed Domain Names is not being conducted in compliance with the Quality Standards or if an inspection of the Sublicensee Products and Services reveals that they do not comply with the Quality Standards, then Licensee shall promptly provide Sublicensee with written notice of such defects or violations, and shall allow Sublicensee thirty (30) days from the date of such notice in which to cure such defects or violations. Should the defects or violations not be remedied within such thirty (30) day period, Licensee may, in its reasonable discretion, terminate this Sublicense Agreement in accordance with Section 8.2 or bring an action to require specific performance. If such an action is brought and is successful, then Sublicensee shall have thirty (30) days within which to comply with the order. If, at the end of such thirty (30) days Sublicensee has not complied, this Sublicense Agreement will terminate automatically.

3. Compliance with Law. Sublicensee shall use the Licensed Property only in such manner as will comply with the provisions of applicable laws and regulations relating to the Licensed Property. Sublicensee shall affix to all materials that bear a Licensed Mark, including, but not limited to, all stationery, labels, packaging, advertising and promotional materials, manuals, invoices and all other printed materials, (a) notices in compliance with applicable trademark laws and (b) such legend as Licensee may reasonably designate by written notice and is required or otherwise reasonably

necessary to allow adequate protection of the Licensed Marks and the benefits thereof under applicable trademark laws from time to time. In connection herewith, Sublicensee may use the following legend:

“MISYS” is a registered trademark owned by Misys plc and is used under license.”

4. Ownership and Maintenance.

4.1. Ownership. (a) Sublicensee acknowledges and admits the validity of the Licensed Property and agrees that it will not, directly or indirectly, challenge the validity of the Licensed Property, or any registrations thereof and/or applications therefor in any jurisdiction, or the right, title and interest of Licensor therein and thereto, nor will it claim any ownership or other interest in the Licensed Property in any jurisdiction, other than the rights expressly granted hereunder.

(b) Sublicensee acknowledges that (i) the Licensed Property and the goodwill associated therewith are and will remain the exclusive property of Licensor, (ii) all uses of the Licensed Property shall inure solely to the benefit of Licensor, and (iii) Sublicensee has no right, title or interest in any other trademarks, services marks, trade names or domain names belonging to Licensor. Sublicensee shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Licensor in and to the Licensed Property. Nothing in this Sublicense Agreement grants, nor shall Sublicensee acquire hereby, any right, title or interest in or to the Licensed Property or any goodwill associated therewith, other than those rights expressly granted hereunder. This Sublicense Agreement shall not affect Licensor’s right to enjoin or obtain relief against any acts by third parties of trademark infringement or unfair competition.

(c) Sublicensee shall not at any time, without the prior written consent of Licensee, acquire a registration or file and prosecute a trademark application or applications to register the Licensed Property, or any component, variation or derivation thereof, or any name or mark confusingly similar thereto, for any goods or services anywhere in the world. If Sublicensee at any time, without the prior written consent of Licensee, files or causes to be filed, in its own name or otherwise on its behalf, an application to register or otherwise takes steps under applicable laws to obtain trademark or other protection of the Licensed Property in any country, territory or jurisdiction, Sublicensee shall, at the direction of Licensee, either (i) assign and transfer to Licensor, without further consideration, all right, title and interest in or to the Licensed Property in such country, territory or jurisdiction, or (ii) surrender and abandon such registration or application for registration.

4.2. Maintenance; Registrations; Filings. (a) Licensor shall be responsible for and retain sole discretion over the filing, protection and maintenance of the Licensed Property. Sublicensee shall execute all documents as are reasonably necessary or expedient to aid in, and shall otherwise cooperate at Licensor’s expense with, Licensor’s efforts to prepare, obtain, file, record and maintain all such registrations and applications. In particular, but without limitation, upon Licensee’s request,

Sublicensee shall furnish Licensee with information or materials which are necessary or helpful to establish or evidence Licensor's ownership of the Licensed Property, and the nature and scope of its rights therein, including but not limited to information regarding Sublicensee's first and subsequent dates of use, proof of such use dates, information regarding the nature and extent of Sublicensee's use, and actual specimens of use made by Sublicensee in advertising, printed materials or other materials which are used in connection with the promotion of the Sublicensee Products and Services.

(b) Licensor shall have no further maintenance obligations as to the Licensed Property or any registration thereof or application therefor upon giving written notice to Licensee that it does not intend to continue such maintenance; provided, however, that, other than as provided in Section 1.5, Licensor shall maintain its registrations for all the Licensed Domain Names during the term of this Sublicense Agreement.

5. Infringement or Dilution. Sublicensee shall promptly notify Licensee upon becoming aware of any infringement or dilution of the Licensed Property. Licensee has the exclusive right to take, and shall take, such steps to stop such infringement or dilution as may be reasonably necessary in its reasonable determination to protect the Licensed Property. Sublicensee shall cooperate fully with Licensee to stop such infringement or dilution. As between Licensee and Sublicensee, Licensee shall have full control over any such action, including without limitation the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it deems advisable in its discretion. As between Licensee and Sublicensee, Licensee shall bear all expenses connected with the foregoing, including for Sublicensee's cooperation. To the extent Sublicensee has proven damages resulting from such infringement or dilution, Sublicensee shall share in the amount recovered, if any, net of Licensee's expenses in connection with such action, pro-rata with Licensee's damages in such action.

6. Indemnification.

6.1. Licensee does not, by virtue of this Sublicense Agreement or of Sublicensee's use of the Licensed Property, assume any liability with respect to the business of Sublicensee or the conduct thereof by Sublicensee, and Sublicensee shall defend, indemnify and hold harmless Licensee and its affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) (collectively, "Losses") resulting from or arising out of claims, actions or proceedings brought by third parties against Licensee arising out of (a) Sublicensee's breach of this Sublicense Agreement, (b) any use by Sublicensee of the Licensed Property, (c) any misuse by Sublicensee of the Licensed Property including but not limited to use of the Licensed Property in false advertising; and (d) defects in the Sublicensee Products and Services offered by Sublicensee under the Licensed Property.

6.2. Sublicensee does not, by virtue of this Sublicense Agreement or of Sublicensee's use of the Licensed Property, assume any liability with respect to the business of Licensee or the conduct thereof by Licensee, and Licensee shall defend, indemnify and hold harmless Sublicensee and its affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all Losses resulting from or arising out of claims, actions or proceedings brought by third parties against Sublicensee arising out of Licensee's breach of this Sublicense Agreement.

7. Representations and Warranties. Each Party represents and warrants that it has executed this Sublicense Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full corporate power and authority to execute, deliver and perform this Sublicense Agreement; that the person signing this Sublicense Agreement on behalf of such Party has properly been authorized and empowered to enter into this Sublicense Agreement by and on behalf of such Party; that prior to the date of this Sublicense Agreement, all corporate action of such Party necessary for the execution, delivery and performance of this Sublicense Agreement by such Party has been duly taken; and that this Sublicense Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8. Term: Termination.

8.1. Term. The term of this Sublicense Agreement shall become effective as of the date hereof, and shall continue in effect until terminated in accordance with the provisions of Section 8.2.

8.2. Termination. (a) Licensee may terminate this Sublicense Agreement upon written notice to Sublicensee, if:

(i) There is a change in control of Sublicensee.

(ii) Sublicensee breaches any provision of this Sublicense Agreement and fails to cure such breach within thirty (30) days after the date of Licensee's written notice thereof.

(iii) Sublicensee files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official with similar powers over a substantial part of its property; or a court having jurisdiction over Sublicensee or any of the property of Sublicensee shall enter a decree or order for relief in respect thereof in an involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or official with similar powers over a substantial part of the property of Sublicensee, or shall order the winding-up, liquidation or rehabilitation of the affairs of

Sublicensee, and such order or decree shall continue in effect for a period of sixty (60) consecutive days.

(iv) Licensee provides such written notice of termination sixty (60) days in advance of the date of termination.

(b) Upon termination of the License Agreement, this Sublicense Agreement will, at Licensor's choice, either (A) be deemed automatically assigned by Licensee to Licensor or (B) terminate automatically.

(c) Notwithstanding anything to the contrary contained herein, termination of this Sublicense Agreement in whole or in part shall be without prejudice to any other remedy otherwise available hereunder, under law or at equity, to such Party or the other Party.

(d) Notwithstanding anything to the contrary contained in this Sublicense Agreement, the rights and obligations of Licensee and Sublicensee pursuant to Sections 4.1, 6, 8.2(b), 8.2(c), 8.2(d), 8.3 and 9 shall survive indefinitely regardless of any cancellation, expiration or termination of this Sublicense Agreement.

8.3. Effects of Termination. Any termination of this Sublicense Agreement in accordance with the terms hereof shall be final. Upon the termination of this Sublicense Agreement:

(a) all rights in the Licensed Property granted to Sublicensee hereunder shall automatically revert to Licensee, and Sublicensee shall have no further rights in, and shall immediately cease all use of, the Licensed Property, except that Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Property;

(b) Sublicensee shall immediately destroy and cause any reseller or distributor to destroy all materials used for reproducing the Licensed Property (including without limitation photographic negatives, printing plates and tooling), except that Sublicensee shall have a thirty (30) day period after termination to transition away from use of the Licensed Property; and shall, within thirty (30) days after such destruction has taken place, provide Licensee with an affidavit executed by an officer of Sublicensee attesting thereto;

(c) Sublicensee will use reasonable efforts to cease using the Licensed Property on buildings, cars, trucks and other fixed assets as soon as possible but in any event within three (3) months of termination;

(d) Sublicensee shall change its name to a name that does not include any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensee reasonably deems confusingly similar thereto;

(e) Licensee shall, for a period of six (6) months after the termination of this Sublicense Agreement, redirect Internet traffic seeking any of the Licensed Domain Names to such domain name or names as Sublicensee shall specify in writing;

(f) Sublicensee shall change the domain names on the websites currently using the Licensed Domain Names to domain names that do not include any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensee reasonably deems confusingly similar thereto and shall remove all references to the Licensed Property in the content on any such websites; and

(g) Sublicensee will not use or do business under, or assist any third party in using or doing business under, any name, mark, domain name or other source indicator using any of the Licensed Property or any name, mark, domain name or other source indicator that Licensee reasonably deems confusingly similar thereto.

9. Miscellaneous.

9.1. Assignment. Sublicensee shall not assign or attempt to assign its rights or obligations hereunder without Licensee's prior written consent. Licensee shall not assign or attempt to assign its rights or obligations hereunder without Sublicensee's prior written consent; provided, however, that no such consent shall be required for an assignment by Licensee in connection with (i) any assignment to an affiliate, (ii) any assignment or sale of all or substantially all of the equity or similar interests of Allscripts that are owned by Licensor, or (iii) any assignment or sale of all or substantially all of Licensee's assets, or any merger, consolidation or other business combination to which Licensee is a party, provided, further, however, that Licensee agrees that it will not assign its rights or obligations hereunder apart from all or substantially all of the equity or similar interests of Allscripts that Licensor owns and the Licensed Marks that are specific to the Sublicensee Business, which, for the avoidance of doubt, do not include the name and mark "Misys" or the "M" logo or any other name and mark other than the Licensed Marks. Any assignment or attempt to do so in violation of this Sublicense Agreement shall be null and void. This Sublicense Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

9.2. Entire Agreement. This Sublicense Agreement constitutes the entire agreement between Licensee and Sublicensee with respect to the subject matter hereof and supersedes and cancels all prior agreements and understandings between Licensee and Sublicensee, whether written or oral, with respect thereto.

9.3. Amendment; Waivers. This Sublicense Agreement shall not be amended, supplemented or modified except in a writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Sublicense Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach.

9.4. No Agency. Licensee and Sublicensee are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

9.5. Further Assurances. Each of the Parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Sublicense Agreement. The Parties shall act in good faith in the performance of their obligations under this Sublicense Agreement.

9.6. Severability. If any provision of this Sublicense Agreement is inoperative or unenforceable for any reason in any jurisdiction, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Sublicense Agreement in any jurisdiction shall not affect the remaining portions of this Sublicense Agreement in such jurisdiction or in any other jurisdiction.

9.7. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBLICENSE AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS SUBLICENSE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBLICENSE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS SUBLICENSE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.7.

9.8. Governing Law. This Sublicense Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. For purposes of any claim, suit, action or proceedings arising out of or in connection with this Sublicense Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York.

9.9. Equitable Relief. Each Party hereto acknowledges that the other Party will suffer irreparable harm as a result of the material breach by such Party of any

covenant or agreement to be performed or observed by such Party under this Sublicense Agreement, and acknowledges that the other Party shall be entitled to apply for and, if granted, receive from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining the breaching Party from further breach of this Sublicense Agreement or further infringement or impairment of the rights of the non-breaching Party.

9.10. Notices. All notices, requests, demands and other communications made in connection with this Sublicense Agreement shall be in writing and shall be deemed to have been duly given (a) if sent by first-class registered or certified mail, return receipt requested, postage prepaid, on the fifth day following the date of deposit in the mail, (b) if delivered personally, when received, or (c) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

If to Licensee, to:

Misys Healthcare Systems, LLC
8529 Six Forks Road
Raleigh, North Carolina 27615
Attention: Corporate Counsel
Phone: + 1 919 329-1982
Fax: + 1 919 457-4982

If to Sublicensee, to:

Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza, Suite 2024
Chicago, IL 60654
Attention: General Counsel
Phone: +1 312 506-1219
Fax: +1 312 506-1208

or, in each case, to such other address or facsimile number or to the attention of such other person as may be specified in writing by such Party to the other Party.

9.11. Counterparts. This Sublicense Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be one and the same instrument.

9.12. Headings. The headings contained in this Sublicense Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Sublicense Agreement.

9.13. Construction of this Sublicense Agreement. In any construction of this Sublicense Agreement, the Sublicense Agreement shall not be construed against any

Party based upon the identity of the drafter of the Sublicense Agreement or any provision of it.

9.14. Third Party Beneficiary. Licensor shall (i) be a third-party beneficiary of this Sublicense Agreement and (ii) have the right to enforce the terms and conditions of, and terminate, this Sublicense Agreement.

IN WITNESS WHEREOF, the Parties have executed this Sublicense Agreement as of the date first written above.

MISYS HEALTHCARE SYSTEMS, LLC

By: /s/ Kathy F. Twiddy

Name: Kathy F. Twiddy

Title: SVP, General Counsel

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Lee Shapiro

Name: Lee Shapiro

Title: President

PROPRIETARY SOFTWARE LICENSE AGREEMENT

This PROPRIETARY SOFTWARE LICENSE AGREEMENT (this "Agreement") is dated as of October 10, 2008, between Misys Open Source Solutions LLC, a Delaware limited liability company, having a principal place of business at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803 ("Licensor") and Misys Healthcare Systems, LLC, a North Carolina limited liability company, having its principal place of business at 8529 Six Forks Road, Raleigh, North Carolina 27615 ("Licensee"). Licensor and Licensee are referred to herein collectively as "Parties" and each individually as a "Party".

W I T N E S S E T H :

WHEREAS, Licensee is an Affiliate of Licensor, and both Licensor and Licensee are wholly-owned indirect subsidiaries of Misys plc, a public limited company organized under the laws of England, having a principal place of business at One Kingdom Street, London W26BL, United Kingdom ("Misys");

WHEREAS, at the Closing (as defined in the Agreement and Plan of Merger, dated as of March 17, 2008, by and among Misys, Licensee, Allscripts Healthcare Solutions Inc., a Delaware corporation, having its principal place of business at 222 Merchandise Mart, Suite 2024, Chicago, IL 60654 ("Allscripts") and Patriot Merger Company, LLC, a North Carolina limited liability company (the "Merger Agreement")), Misys will (i) cause Licensee to merge with a wholly-owned subsidiary of Allscripts, with Licensee as the surviving company and (ii) acquire, directly or indirectly, 54.5% of the equity interests in Allscripts on a fully-diluted basis (as determined pursuant to the Merger Agreement);

WHEREAS, Section 5.2(e) of the Merger Agreement provides that no later than the Closing Date (as defined in the Merger Agreement), Licensee shall transfer assets related to the products known as the Misys Connect products to Misys or its designee, and that Misys or its designee will, in consideration of such transfer, enter into arrangements to provide Licensee with continued access to such assets;

WHEREAS, Misys has selected Licensor as its designee for purposes of Section 5.2(e) of the Merger Agreement;

WHEREAS, pursuant to a Software Assignment Agreement of even date herewith, Licensee transferred, assigned and delivered to Licensor all of Licensee's right, title and interest in, to and under the software commonly referred to as Misys Connect and all intellectual property developed and owned by Licensee and used solely in connection with Misys Connect, including software, copyrights, patents, trade secrets and non-software items relating thereto (the "Misys Connect Software");

WHEREAS, the Misys Connect Software is comprised of both proprietary and open-source components, certain open-source components of which are being

licensed to Licensee by Licensor pursuant to the Apache License V2.0 (the “Open Source Software License Agreement”), and the proprietary components of which and non-software items relating thereto are being licensed to Licensee by Licensor pursuant to this Agreement; and

WHEREAS, subject to the terms and conditions contained herein, Licensee desires to use, and Licensor is willing to license Licensee to use, the Licensed Works (as defined below) on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. “Affiliate” means, with respect to any Person, another Person that, at the time of determination, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person, whether by contract, possession (directly or indirectly) of power to direct or cause the direction of the management or policies of such entity or the ownership (directly or indirectly) of securities or other interests in such Person.

1.2. “Affiliate Sublicensee” has the meaning set forth in Section 2.2.

1.3. “Agreement” has the meaning set forth in the preamble.

1.4. “Allscripts” has the meaning set forth in the second WHEREAS clause.

1.5. “Confidential Information” means all written or oral information disclosed by either Party to the other relating to the business of either Party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought to be treated as confidential. Without limiting the foregoing, Confidential Information shall include, but not be limited to, information regarding either Party (or information of an Affiliate or third party which the disclosing party is required to maintain as confidential) that pertains to the financial condition of such Party (or Affiliate or third Person), other financial information, business plans and processes, trade secrets, proprietary technical information, know-how, inventions, techniques, software (including, but not limited to, the Proprietary Misys Connect Software and Improvements, Maintenance Releases and Upgrades), documentation (including, but not limited to, the Proprietary Misys Connect Software Documentation), personnel records, sales data and contractual arrangements between such Party or an Affiliate and a third Person. Notwithstanding the definition set forth herein, Confidential Information shall not include information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by Persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient’s

possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; (vii) is disclosed in response to an order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; (viii) is otherwise required by law or regulation to be disclosed; (ix) is commingled with other third Person information for statistical purposes; or (x) is disclosed to establish a Party's rights under this Agreement, including to make such court filings as may be required to do so.

1.6. "End User License Agreement" has the meaning set forth in Section 2.3.

1.7. "Existing Customers" has the meaning set forth in Section 2.4.

1.8. "Field of Use" means healthcare information technology products and services.

1.9. "Improvements" has the meaning set forth in Section 3.1(a).

1.10. "Licensed Software" means the object code form of Licensed Works and written documentation related thereto that is licensed by Licensee or its Affiliate Sublicensees to their respective customers.

1.11. "Licensed Works" means the Proprietary Misys Connect Software and the Proprietary Misys Connect Software Documentation.

1.12. "Licensee" has the meaning set forth in the preamble.

1.13. "Licensee Improvements" has the meaning set forth in Section 9.3(c).

1.14. "Licensor" has the meaning set forth in the preamble.

1.15. "Maintenance Releases" means releases of the Proprietary Misys Connect Software or part thereof in source code and object code versions designed to correct errors and otherwise cause the Proprietary Misys Connect Software to substantially conform to the operational features detailed in the Proprietary Misys Connect Software Documentation.

1.16. "Merger Agreement" has the meaning set forth in the second WHEREAS clause.

1.17. "Misys" has the meaning set forth in the first WHEREAS clause.

1.18. "Misys Connect Software" has the meaning set forth in the fifth WHEREAS clause.

1.19. “Open Source Software License Agreement” has the meaning set forth in the sixth WHEREAS clause.

1.20. “Open-Sourced Works” has the meaning set forth in Section 2.8.

1.21. “Parties” and “Party” each have the meaning set forth in the preamble.

1.22. “Person” means an individual, corporation, partnership, joint venture, association, trust, limited liability company, Governmental Entity (as such term is defined in the Merger Agreement), unincorporated organization or other entity.

1.23. “Proprietary Misys Connect Software” means the proprietary components of the Misys Connect Software set forth on Exhibit A attached hereto and made a part hereof, in both source code and object code forms, in such forms and media as they shall exist from time to time.

1.24. “Proprietary Misys Connect Software Documentation” means all non-software items identified on Exhibit A hereto.

1.25. “Shared Services Agreement” means that certain Shared Services Agreement to be executed following the Closing Date (as defined in the Merger Agreement) between Misys and Allscripts.

1.26. “Territory” means worldwide.

1.27. “Upgrades” means software in source code and object code versions that accomplishes performance, structural or functional improvements or changes, or adds features to, whether by modification, adaptation, replacement, supplement or revision, or that is a derivative work of, the Proprietary Misys Connect Software.

1.28. “Virus” means malicious code, whether or not capable of replication or attachment to disks or other files, that is capable of performing an illicit activity or replicating itself on a computer or network of computers and thereby of damaging other computer programs or data located on such computer or network or otherwise causing a defect in the operation of such computer or network, including by causing any computer data, memory, or related hardware to become, without specific user instructions, erased, altered or unusable. The term “Virus” includes, but is not limited to, viruses, Trojan horses, time bombs, worms or similar malicious software, programs or files.

ARTICLE II

LICENSE

2.1. Grant of License. Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee:

(a) a nonexclusive, royalty-free right and license to use, access, reproduce, store, perform, sublicense to certain of its Affiliates as contemplated in Section 2.2 herein, transmit, display, modify, customize, translate and create derivative works from the Licensed Works in the Territory within the Field of Use; provided that, in the event that Misys no longer commercially licenses products and services within the Field of Use, the license granted to Licensee under this Section 2.1(a) shall become exclusive;

(b) the nonexclusive, royalty-free right and license to grant sublicenses of the Licensed Software, either alone, or bundled with Licensee's, its Affiliates' or third-party software, for use by Licensee's and its Affiliate Sublicensees' (as defined below) customers within the Field of Use.

2.2. Affiliate Sublicensees. Licensee may sublicense any of its rights or delegate any of its obligations under this Agreement with respect to the Licensed Works to either (a) Allscripts or (b) an entity which is directly or indirectly wholly-owned by Allscripts (each such entity described in clauses (a) and (b) of this sentence, an "Affiliate Sublicensee"), including, but not limited to, the right to grant further sublicenses of the Licensed Software to the customers of such Affiliate Sublicensees within the Field of Use in the Territory, provided that (i) any such Affiliate Sublicensee's use of the Licensed Works remains subject to the terms and conditions of this Agreement, and (ii) Licensee shall be responsible for ensuring that each Affiliate Sublicensee performs in accordance with the terms and conditions of this Agreement. Any sublicense granted to an Affiliate Sublicensee hereunder shall contain provisions that (x) Licensor shall be a third-party beneficiary of such sublicense and (y) the sublicense will, at Licensor's option, be deemed automatically assigned by Licensee to Licensor upon any termination of this Agreement. Any End User License Agreement (as defined below) granted to a customer of any Affiliate Sublicensee pursuant to Section 2.3 herein shall survive any termination of this Agreement and Licensor may, at its option, assume such End User License Agreement in the event that this Agreement terminates. Except for the right to enter into sublicenses with customers pursuant to Section 2.3 herein, no Affiliate Sublicensee shall be permitted to sublicense to any other Person the rights granted to it with respect to the Licensed Works.

2.3. Customer Licenses. The Licensed Software that Licensee or its Affiliate Sublicensees license to customers shall be licensed in object code form (i.e., non-printed, machine readable form) only, for customers' use, including for the making of backup copies and for disaster recovery purposes. Licensee further agrees to cause its customers to reproduce and incorporate all copyright, trademark and other proprietary notices contained in any copies of the Licensed Software it licenses to customers. Any

end user license agreement between Licensee or any of its Affiliate Sublicensees and any of their respective customers covering the Licensed Software (each, an “End User License Agreement”) must be consistent with the terms of this Agreement and contain provisions stating that the End User License Agreement (i) will survive any termination of this Agreement and that Licensor may, at its option, assume such End User License Agreement in the event that this Agreement terminates and (ii) cannot be assigned, sublicensed or otherwise transferred by the customer without the prior written consent of Licensee or its Affiliate Sublicensee (as applicable), except in the event of the assignment or sale of all or substantially all of the customer’s assets, or any merger, consolidation or other business consolidation to which the customer is a party.

2.4. Existing Customers. Licensor acknowledges that as of the date of this Agreement, Licensee licenses the Misys Connect Software to certain of its customers (“Existing Customers”) and agrees that Licensee may continue to license the Misys Connect Software to such Existing Customers under the terms and conditions of their current agreements; provided that Licensee shall use reasonable efforts to transition all Existing Customers to End User License Agreements consistent with the terms and conditions hereof as soon as possible and shall use reasonable efforts to do so prior to the first anniversary of the date hereof.

2.5. Delivery. Licensor and Licensee acknowledge and agree that Licensee is in possession of the Proprietary Misys Connect Software and Proprietary Misys Connect Software Documentation as it exists on the date hereof in source code and object code form and that no delivery thereof is required; provided, however, in the event Licensee is not in the possession of the aforementioned Proprietary Misys Connect Software or Proprietary Misys Connect Documentation, Licensor shall provide a copy to Licensee upon Licensee’s written request. Promptly after completion thereof, Licensor shall deliver to Licensee any Proprietary Misys Connect Software that Licensor creates after the date hereof.

2.6. Compliance with Laws. Licensee shall at all times comply with all laws, decrees and regulations applicable to this Agreement and the Licensed Works. Except as otherwise expressly stated herein, the Parties specifically waive and disclaim the applicability of the Uniform Commercial Code, Uniform Electronic Transactions Act and Uniform Computer Information Transactions Act to this Agreement.

2.7. Restriction on Licenses. Neither Party shall license the use of any proprietary adapter that is part of the Licensed Works or any Improvements thereto if such license would make available to a competitor of the other Party the confidential proprietary intellectual property of such other Party, without the prior consent of the other Party.

2.8. Conversion to Open-Source License. Licensor may at any time license, or make available for license, any of the Licensed Works or any component thereof pursuant to any open-source license (such works, “Open-Sourced Works”); provided that (i) Licensor provides Licensee with thirty (30) days advance notice of its intent to do so and (ii) the source code for any such Open-Sourced Works does not,

without Licensee's prior consent thereto, disclose the proprietary intellectual property of Licensee in the data structures of the Meditech, MyWay or Allscripts proprietary adapters; provided further that Licensor shall, promptly following the reasonable request of Licensee, discuss with Licensee any questions or concerns Licensee may have with respect to the disclosure of the proprietary data structures of such proprietary adapters that are or may become Open-Sourced Works. At Licensee's option, such Open-Sourced Works shall become subject to the Open Source Software License Agreement or another form of software license approved by the Open Source Initiative that has substantially similar terms and shall thereupon cease to be licensed hereunder. For the avoidance of doubt, all Licensed Works or components thereof that remain proprietary shall continue to be licensed hereunder.

2.9. Works Under Development. The Parties agree that, notwithstanding any provision of this Agreement or the Shared Services Agreement to the contrary, neither Party shall be subject to a double recovery for a single claim with respect to the Works Under Development (as defined in Schedule F to the Shared Services Agreement) that arises under both this Agreement and the Shared Services Agreement and the Parties shall negotiate in good faith under which agreement such claim will be resolved.

ARTICLE III

INTELLECTUAL PROPERTY RIGHTS

3.1. Ownership of Licensed Works and Improvements.

(a) Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Proprietary Misys Connect Software. Licensor shall also have sole and exclusive ownership of all right, title and interest in and to all other Licensed Works, and all copies and portions thereof, existing as of the date hereof, and all modifications, enhancements and updates to and derivative works (collectively, "Improvements") made by Licensor, or on Licensor's behalf, based upon the Licensed Works. Licensee shall have sole and exclusive ownership of all Improvements made by Licensee, or on Licensee's behalf, based upon the Licensed Works.

(b) Licensee acknowledges the validity of the Licensed Works and that the Licensed Works are and will remain the exclusive property of Licensor, and Licensee agrees that it will not, directly or indirectly, challenge the validity of the Licensed Works, or any copyright or other intellectual property registrations or applications thereof in any jurisdiction, or the right, title and interest of Licensor therein and thereto, nor will it claim any ownership or other interest in the Licensed Works in any jurisdiction, other than the rights expressly granted hereunder. Licensee agrees that it shall not at any time knowingly do or suffer to be done any act or thing that will in any way impair the rights of Licensor in and to the Licensed Works. Nothing in this Agreement grants, nor shall Licensee acquire hereby, any right, title or interest in or to the Licensed Works other than those rights expressly granted hereunder.

3.2. Proprietary Notices. Licensee shall ensure that all copyright, trademark and other proprietary notices contained in any copies of the Licensed Works it distributes internally or to third parties are attributed to Licensor, as appropriate.

ARTICLE IV

MAINTENANCE; UPGRADES

4.1. Maintenance and Support Services. Licensee shall have sole responsibility for providing maintenance and support services to its or its Affiliate Sublicensees' customers who are or who will be using the Licensed Software.

4.2. Maintenance Releases and Upgrades. Licensee and its Affiliate Sublicensees may, in connection with providing maintenance and support services to their respective customers, produce Maintenance Releases and Upgrades in object code form for distribution to customers who are or who will be using the Licensed Software.

ARTICLE V

CONFIDENTIALITY

5.1. Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of its Affiliates or third Persons that the disclosing Party is required to maintain as confidential, and each Party hereby agrees that it will protect such Confidential Information of the other Party, its Affiliates or third Persons with the same degree of care that it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care. Licensor and Licensee agree not to disclose Confidential Information of the disclosing Party, its Affiliates or such third Person, as applicable, to any third Person without the prior written consent of the disclosing Party or any such Affiliate or third Person. The receiving Party may disclose Confidential Information of the disclosing Party, its Affiliates or such third Person, as applicable, on a need-to-know basis only, to the receiving Party's employees and/or authorized agents who are bound by obligations of confidentiality as least as restrictive as those contained herein, and each Party shall be responsible for ensuring compliance with the terms hereof by Persons to whom it discloses the Confidential Information of the other. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such Affiliate or third Person, as applicable, and shall remain the sole property of the disclosing Party or such Affiliate or third Person. Each Party shall only be entitled to use Confidential Information for the purpose intended hereunder. Each Party shall promptly notify the other Party immediately upon its becoming aware of a breach of the obligations set forth in this Section 5, and each Party shall assist the other Party in investigating and pursuing such breach.

5.2. Confidentiality of Source Code. Notwithstanding the terms of Section 5.1, Licensee agrees and shall cause its Affiliates (i) to maintain in confidence the source code of the Proprietary Misys Connect Software and any Improvements,

Maintenance Releases and Upgrades thereto by using at least the same physical and other security measures as Licensee uses for its own confidential technical information and documentation, and no less than a reasonable degree of care; and (ii) not to disclose the source code of the Proprietary Misys Connect Software and any Improvements, Maintenance Releases and Upgrades thereto, or any aspect thereof, to anyone other than employees, contractors or agents who (a) have a need to know or obtain access to such information in order to support Licensee's or its Affiliate Sublicensees' authorized use of the Licensed Works and (b) are bound to protect such information against any other use or disclosure. Licensee's obligations under this Section 5.2 shall not apply to any information (w) generally available to the public, (x) ascertainable based on the operation of the object code of the Licensed Works, (y) independently developed or obtained without reliance on Licensor's information or (z) approved for release by Licensor without restriction.

ARTICLE VI

INFRINGEMENT

6.1. Licensee shall promptly notify Licensor upon becoming aware of any infringement or misappropriation of the Licensed Works or any infringement or misappropriation of any other intellectual property pertaining to the Licensed Works but not embodied in the Licensed Works, including, but not limited to, Licensor's copyrights, trade secrets, inventions, know-how, technology, processes, product specifications and methodologies. Licensor has the exclusive right to take, and shall take, such steps to stop such infringement as may be reasonably necessary in its reasonable determination to protect the Licensed Works and Licensor's other intellectual property related thereto. Licensee shall, and shall cause its Affiliates to, cooperate fully with Licensor to stop such infringement. Licensor shall have full control over any such action, including, without limitation, the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it deems advisable in its discretion. Licensor shall bear all expenses connected with the foregoing, including for Licensee's or its Affiliates' cooperation. To the extent Licensee or any of its Affiliates has proven damages resulting from such infringement, Licensee or such Affiliate shall share in the amount recovered, if any, net of Licensor's expenses in connection with such action, pro-rata with Licensor's damages in such action.

ARTICLE VII

LIMITATION OF LIABILITY

7.1. NEITHER PARTY OR ITS AFFILIATES SHALL HAVE LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM UNAUTHORIZED ACCESS TO THE LICENSED WORKS, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF GOODWILL, ADDITIONAL EMPLOYEE HOURS OR LOSS OF ANTICIPATED

SAVINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR IN THE PERFORMANCE THEREOF, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY, OR OTHERWISE. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

7.2. THE CUMULATIVE LIABILITY OF EITHER PARTY OR ITS AFFILIATES FOR ALL LOSS AND DAMAGE WHATSOEVER AND HOWSOEVER ARISING RELATED TO THIS AGREEMENT SHALL NOT EXCEED ONE MILLION UNITED STATES DOLLARS (\$1,000,000). THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER A PARTY'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of the Parties. Each Party represents and warrants that it has executed this Agreement freely, fully intending to be bound by the terms and provisions contained herein; that it has full corporate power and authority to execute, deliver and perform this Agreement; that the Person signing this Agreement on behalf of such Party has properly been authorized and empowered to enter into this Agreement by and on behalf of such Party; that prior to the date of this Agreement, all corporate or company action of such Party necessary for the execution, delivery and performance of this Agreement by such Party has been duly taken; and that this Agreement has been duly authorized and executed by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

8.2. DISCLAIMER. THE LICENSED WORKS ARE LICENSED "AS IS, WHERE IS" AND WITH ALL FAULTS AND, WITH THE EXCEPTION OF THE WARRANTIES EXPRESSLY MADE BY LICENSOR UNDER THIS AGREEMENT, LICENSOR MAKES AND LICENSEE RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR COMPLIANCE WITH LAW ARE EXPRESSLY EXCLUDED. LICENSOR DOES NOT REPRESENT THAT THE LICENSED WORKS WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED WORKS WILL BE UNINTERRUPTED OR ERROR FREE.

ARTICLE IX

TERM; TERMINATION

9.1. Term. The term of this Agreement shall become effective as of the date hereof, and shall continue in effect until terminated in accordance with the provisions of Section 9.2.

9.2. Termination.

(a) Licensor may terminate this Agreement upon written notice to Licensee, if:

(i) Licensee breaches any provision of this Agreement and fails to cure such breach within sixty (60) days after the date of Licensor's written notice thereof (or, if not curable within such period, within ninety (90) days; provided such Party has commenced and continues diligently to pursue such cure).

(ii) Licensee files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official with similar powers over a substantial part of its property; or a court having jurisdiction over Licensee or any of the property of Licensee shall enter a decree or order for relief in respect thereof in an involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or official with similar powers over a substantial part of the property of Licensee, or shall order the winding-up, liquidation or rehabilitation of the affairs of Licensee, and such order or decree shall continue in effect for a period of sixty (60) consecutive days.

(b) Licensor may terminate a sublicense with an Affiliate Sublicensee upon written notice to Licensee, if:

(i) Licensee fails to cause such Affiliate Sublicensee to cure such breach within sixty (60) days after the date of Licensor's written notice to Licensee thereof (or, if not curable within such period, within ninety (90) days; provided such Affiliate Sublicensee has commenced and continues diligently to pursue such cure).

(ii) The Affiliate Sublicensee files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such Affiliate Sublicensee or any of the property of such Affiliate Sublicensee shall enter a decree or order for relief in respect thereof in an

involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or official with similar powers over a substantial part of the property of such Affiliate Sublicensee, or shall order the winding-up, liquidation or rehabilitation of the affairs of such Affiliate Sublicensee, and such order or decree shall continue in effect for a period of sixty (60) consecutive days.

(c) Licensee may terminate this Agreement at any time, at its option, by providing written notice of termination to Licensor thirty (30) days in advance of the date of termination.

(d) Notwithstanding anything to the contrary contained herein, termination of this Agreement by either Party in whole or in part shall be without prejudice to any other remedy otherwise available hereunder, under law or at equity, to such Party or the other Party.

(e) Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of Licensor and Licensee pursuant to the third sentence of Section 2.2, clause (i) of the third sentence of Section 2.3, Sections 3.1, 8.2, 9.2(d) and 9.3, Articles 5, 6, 7 and 10 and this Section 9.2(e) shall survive indefinitely regardless of any cancellation, expiration or termination of this Agreement.

9.3. Effects of Termination. Any termination of this Agreement or a sublicense with an Affiliate Sublicensee in accordance with the terms hereof shall be final. Upon the termination of this Agreement:

(a) All rights in the Licensed Works granted to Licensee or such Affiliate Sublicensee hereunder shall automatically revert to Licensor, and Licensee or such Affiliate Sublicensee shall have no further rights in, and shall immediately cease all use of, the Licensed Works and Licensed Software, except that Licensee or such Affiliate Sublicensee shall have a 90-day period after termination to transition away from use of the Licensed Software; and

(b) Licensee or such Affiliate Sublicensee shall immediately (i) at the request of Licensor, provide Licensor with a copy of the then-current version of the Licensed Works as modified by Licensee or any Affiliate Sublicensee (in both source code and object code versions) and (ii) return or destroy, as requested by Licensor, all copies of the Licensed Works or Licensed Software in its possession (whether modified or unmodified) not provided to Licensor. Within thirty (30) days after such returns and/or destruction have taken place, Licensee or such Affiliate Sublicensee shall provide Licensor with an affidavit executed by an officer of Licensee or such Affiliate Sublicensee attesting thereto.

(c) At the request of Licensor, Licensee shall promptly provide Licensor with copies of the then-current form of the Improvements made by Licensee or any Affiliate Sublicensees or on their behalf, in both source code and object code forms (the “Licensee Improvements”) and hereby grants to Licensor, effective as of Licensor’s

request for such copies, a nonexclusive, royalty-free right and license to use, access, reproduce, store, perform, sublicense to its Affiliates, transmit, display, modify, customize, translate and create derivative works from the Licensee Improvements in the Territory within the Field of Use solely in order to provide maintenance and support services to those customers of Licensee and its Affiliate Sublicensees who have End User License Agreements in effect as of the date of termination of this Agreement.

ARTICLE X

MISCELLANEOUS

10.1. Assignment. Neither Party shall assign or attempt to assign its rights or obligations hereunder without the other Party's prior written consent; provided, however, that no such consent shall be required for an assignment in connection with (i) any assignment to an Affiliate of the assigning Party; (ii) any assignment or sale of all or substantially all of the equity or similar interests of Allscripts that are owned by Misys; (iii) any assignment or sale of all or substantially all of the business comprising Misys Open Source Solutions, a division of Misys; or (iv) any assignment or sale of all or substantially all of Licensor's, Misys's or Licensee's assets, or any merger, consolidation or other business combination to which Licensor, Misys or Licensee is a party. Any assignment or attempt to do so in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

10.2. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes and cancels all prior agreements and understandings between Licensor and Licensee, whether written and oral, with respect thereto.

10.3. Amendment; Waivers. This Agreement shall not be amended, supplemented or modified except in a writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach.

10.4. No Agency. Licensor and Licensee are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

10.5. Further Assurances. Each of the Parties hereto agrees to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Agreement. The Parties shall act in good faith in the performance of their obligations under this Agreement.

10.6. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason in any jurisdiction, such circumstances shall not have the

effect of rendering the provision in question inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Agreement in any jurisdiction shall not affect the remaining portions of this Agreement in such jurisdiction or in any other jurisdiction.

10.7. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

10.8. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. For purposes of any claim, suit, action or proceedings arising out of or in connection with this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York.

10.9. Equitable Relief. Each Party hereto acknowledges that the other Party will suffer irreparable harm as a result of the material breach by such Party of any covenant or agreement to be performed or observed by such Party under this Agreement, and acknowledges that the other Party shall be entitled to apply for and, if granted, receive from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining the breaching Party from further breach of this Agreement or further infringement or impairment of the rights of the non-breaching Party.

10.10. Force Majeure. Any delay in or failure of performance by a Party under this Agreement shall not be considered a breach of this Agreement if and solely to the extent such breach is caused by events beyond the reasonable control of such Party, including, but not limited to, Acts of God, embargoes, governmental restrictions, strikes, riots, terrorist attacks, wars, or other military action, civil disorders, rebellion, fires, floods, vandalism, power outages or sabotage. The Party whose performance is affected

by such events shall promptly give notice to the other, specifying the force majeure circumstances, and the obligations of such Party giving notice shall be suspended solely to the extent caused by the force majeure and so long as the force majeure continues, and the time for performance of the affected obligation shall be extended by the time of the delay caused by such force majeure.

10.11. Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given (a) if sent by first-class registered or certified mail, return receipt requested, postage prepaid, on the fifth day following the date of deposit in the mail, (b) if delivered personally, when received, or (c) if transmitted by facsimile or other telegraphic communications equipment, when confirmed, in each case addressed as follows:

If to Licensor, to:

Misys Open Source Solutions LLC
c/o Misys plc
One Kingdom Street
London W2 6BL
United Kingdom
Telecopy: + 44 (0)20 3320 5000
Telephone: +44 (0)20 3320 1771
Attention: Group General Counsel & Company Secretary

If to Licensee, to:

Misys Healthcare Systems, LLC
8529 Six Forks Road
Raleigh, North Carolina 27615
Telecopy: (919) 457-4982
Telephone: (919) 329-1982
Attention: Corporate Counsel

or, in each case, to such other address or facsimile number or to the attention of such other Person as may be specified in writing by such Party to the other Party.

10.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be one and the same instrument.

10.13. Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

10.14. Construction of this Agreement. In any construction of this Agreement, the Agreement shall not be construed against any Party based upon the identity of the drafter of the Agreement or any provision of it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MISYS OPEN SOURCE SOLUTIONS LLC

By: /s/ Darryl E. Smith

Name: Darryl E. Smith

Title:

MISYS HEALTHCARE SYSTEMS, LLC

By: /s/ Kathy F. Twiddy

Name: Kathy F. Twiddy

Title: SVP, General Counsel

October 17, 2008

U.S. Securities and Exchange Commission
Office of the Chief Accountant
100 F Street, NE
Washington, DC 20549

Re: Allscripts-Misys Healthcare Solutions, Inc.
File No. 0-32085

Dear Sir or Madam:

We have read Item 4.01 of Form 8-K of Allscripts-Misys Healthcare Solutions, Inc. dated October 17, 2008, and agree with the statements concerning our Firm contained therein.

Very truly yours,

/s/ Grant Thornton LLP

Chicago, Illinois
October 17, 2008

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-3 (Nos. 333-119351, 333-52470, and 333-129816) and Form S-8 (Nos. 333-37238, 333-90129, 333-104416, 333-107793, 333-59212, 333-135282 and 333-141600) of Allscripts Healthcare Solutions, Inc. (which has changed its name to Allscripts-Misys Healthcare Solutions, Inc.) of our report dated July 30, 2008 relating to the combined financial statements of Misys Healthcare Systems, which appears in Allscripts Healthcare Solutions' definitive proxy statement dated August 21, 2008.

/s/ PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP
Raleigh, North Carolina
October 17, 2008