

**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): March 18, 2025

VERADIGM 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
Chicago, Illinois
(Address of Principal Executive Offices)

60654
(Zip Code)

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

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

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

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

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--|----------------------|--|
| Common Stock, par value \$0.01 per share | MDRX | N/A (OTC Expert Market) |

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On March 18, 2025, the board of directors (the “Board”) of Veradigm Inc. (the “Company”) approved, and on March 18, 2025, the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent (the “Rights Agent”), entered into, that certain Amendment No. 4 to Stockholder Rights Agreement (“Amendment No. 4”), which amends the Stockholder Rights Agreement, dated as of February 26, 2024 (the “Rights Agreement”), by and between the Company and the Rights Agent, as amended by that certain Amendment No. 1 to Stockholder Rights Agreement, dated as of May 10, 2024 (“Amendment No. 1”), that certain Amendment No. 2 to Stockholder Rights Agreement, dated as of February 13, 2025 (“Amendment No. 2”), and that certain Amendment No. 3 to Stockholder Rights Agreement, dated as of February 20, 2025 (“Amendment No. 3”).

The Rights Agreement was originally entered into on February 26, 2024 and was scheduled to expire at the Close of Business (as defined in the Rights Agreement) on February 26, 2025. On May 10, 2024, the Company and the Rights Agent entered into Amendment No. 1, which amended and restated clause (iv) of the definition of “Beneficial Owner” under the Rights Agreement. On February 13, 2025, the Company and the Rights Agent entered into Amendment No. 2, which amended and restated the definition of “Passive Investor” under the Rights Agreement. On February 20, 2025, the Company and the Rights Agent entered into Amendment No. 3, which extended the Final Expiration Time (as defined in the Rights Agreement) to the Close of Business on August 20, 2025 and changed the Exercise Price (as defined in the Rights Agreement) for each one one-thousandth of a share of Series A Junior Participating Preferred Stock from \$50.00 to \$32.00 (and made other conforming changes to the Rights Agreement). On March 18, 2025, the Company and the Rights Agent entered into Amendment No. 4, which amended and restated the definitions of “Distribution Time” and “Exempt Person” under the Rights Agreement (and made other related changes to the Rights Agreement).

The foregoing description of the Rights Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 does not purport to be complete and is qualified in its entirety by reference to the full text of the Rights Agreement, which is filed as Exhibit 4.1 to the Company’s Form 8-A filed on February 27, 2024, Amendment No. 1, which is filed as Exhibit 4.2 to the Company’s Form 8-K filed on May 10, 2024, Amendment No. 2, which is filed as Exhibit 4.3 to the Company’s Form 8-K filed on February 20, 2025, Amendment No. 3, which is filed as Exhibit 4.4 the Company’s Form 8-K filed on February 20, 2025, and Amendment No. 4, which is filed as Exhibit 4.5 to this Form 8-K, each of which is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

| Exhibit No. | Description |
|--------------------|--|
| 4.1 | <u>Stockholder Rights Agreement, dated as of February 26, 2024, by and between the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent (which includes the Form of Rights Certificate as Exhibit B thereto) (incorporated by reference to Exhibit 4.1 to the Company's Form 8-A, filed on February 27, 2024)</u> |
| 4.2 | <u>Amendment No. 1 to Stockholder Rights Agreement, dated as of May 10, 2024, by and between the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent (incorporated by reference to Exhibit 4.2 to the Company's Form 8-K, filed on May 13, 2024)</u> |
| 4.3 | <u>Amendment No. 2 to Stockholder Rights Agreement, dated as of February 13, 2025, by and between the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent (incorporated by reference to Exhibit 4.3 to the Company's Form 8-K, filed on February 20, 2025)</u> |
| 4.4 | <u>Amendment No. 3 to Stockholder Rights Agreement, dated as of February 20, 2025, by and between the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent (incorporated by reference to Exhibit 4.4 to the Company's Form 8-K, filed on February 20, 2025)</u> |
| 4.5 | <u>Amendment No. 4 to Stockholder Rights Agreement, dated as of March 18, 2025, by and between the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent</u> |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

SIGNATURES

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

Date: March 18, 2025

VERADIGM INC.

By: /s/ Eric Jacobson

Name: Eric Jacobson

Title: Senior Vice President, Deputy General Counsel and
Corporate Secretary

AMENDMENT NO. 4 TO STOCKHOLDER RIGHTS AGREEMENT

This Amendment No. 4 to Stockholder Rights Agreement (this “*Amendment*”) is made and entered into as of March 18, 2025, by and between Veradigm Inc., a Delaware corporation (the “*Company*”), and Broadridge Corporate Issuer Solutions, LLC, a Pennsylvania limited liability company, as rights agent (the “*Rights Agent*”), and amends that certain Stockholder Rights Agreement, dated as of February 26, 2024 (as amended as of May 10, 2024, as of February 13, 2025 and as of February 20, 2025, the “*Rights Agreement*”), by and between the Company and the Rights Agent. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Rights Agreement.

WHEREAS, the Board has determined it is in the best interests of the Company and its stockholders to amend the Rights Agreement as set forth herein;

WHEREAS, subject to certain limited exceptions, Section 27 of the Rights Agreement provides that the Company may, in its sole and absolute discretion, and the Rights Agent shall if the Company so directs, amend any provision of the Rights Agreement in any respect without the approval of any holders of the Rights;

WHEREAS, this Amendment is permitted by Section 27 of the Rights Agreement; and

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Company hereby directs that the Rights Agreement shall be amended as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Rights Agent hereby agree as follows:

Section 1. Amendment to Section 1. The definition of “Distribution Time” and the definition of “Exempt Person” set forth in Section 1 of the Rights Agreement are hereby amended and restated in its entirety as follows:

“*Distribution Time*” shall mean the earlier of (i) the Close of Business on the tenth (10th) day after the Stock Acquisition Date (or, if the tenth (10th) day after the Stock Acquisition Date occurs before the Record Date, the Close of Business on the Record Date) or (ii) the Close of Business on the tenth (10th) Business Day (or, if such tenth (10th) Business Day occurs before the Record Date, the Close of Business on the Record Date), or such later date as may be determined by action of the Board prior to such time as any Person becomes an Acquiring Person, after the date that a tender or exchange offer by any Person (other than any Person described in clause (i), (ii) or (iii) of the definition of Exempt Person) is first published or sent or given within the meaning of Rule 14d-2(a) of the Exchange Act Regulations, if upon consummation thereof, such Person would become an Acquiring Person.

“*Exempt Person*” shall mean (i) the Company or any Subsidiary of the Company, (ii) any officer, director or employee of the Company or of any Subsidiary of the Company solely in respect of such Person’s status or authority as such (including any fiduciary capacity), (iii) any employee benefit plan of the Company or of any Subsidiary of the Company or any entity or

trustee holding (or acting in a fiduciary capacity in respect of) shares of capital stock of the Company for or pursuant to the terms of any such plan or for the purpose of funding other employee benefits for employees of the Company or any Subsidiary of the Company or (iv) Stonehill Capital Management LLC, a Delaware limited liability company (“*Stonehill*”) or any Affiliate of Stonehill until the earlier of (A) the Close of Business on the day on which the Beneficial Ownership of Stonehill, together with the Beneficial Ownership of all of Stonehill’s Related Persons, ceases to be below 20% of the shares of Common Stock then outstanding (other than as a result of (i) an acquisition of shares of Common Stock by the Company, (ii) any unilateral grant of any security by the Company, (iii) the exercise of any options, warrants, rights or similar interests (including restricted stock) granted by the Company to its directors, officers or employees or (iv) security purchases or issuances (including debt to equity exchanges), directly from the Company or indirectly through an underwritten offering of the Company, in a transaction approved by the Board) and (B) if at any time after the execution and delivery of Amendment No. 4 to Stockholder Rights Agreement, dated as of March 18, 2025, by and between the Company and the Rights Agent, the Board appoints any Affiliate or partner of Stonehill to the Board, the Close of Business on the day on which (I) such Affiliate or partner or any other Affiliate or partner of Stonehill appointed to the Board ceases to serve as a member of the Board or to be an Affiliate or partner of Stonehill and (II) Stonehill or any Affiliate of Stonehill fails to satisfy the requirements set forth in clauses (A) and (B) of the definition of Passive Investor, other than as a result of Stonehill or any Affiliate of Stonehill communicating privately with any director or officer of the Company (or any designee of any such director or officer), whether or not such private communication is in response to any request of any such director, officer or designee, or engaging in internal communications or preparations in anticipation thereof.

Section 2. Amendment to Section 11. Section 11(a)(ii) of the Rights Agreement is hereby amended so as to delete “(other than any Exempt Person).”

Section 3. Amendment to Exhibit C. Exhibit C to the Rights Agreement is hereby amended as follows:

The paragraph captioned “Additional Information” on page C-5 shall be removed and replaced with the following:

Additional Information. A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as exhibits to a registration statement on Form 8-A (Amendment No. 3) filed on March 18, 2025 and a current report on Form 8-K. A copy of the Rights Agreement is also available free of charge from the Company.

Section 4. Effective Date; Effect. This Amendment is effective as of the date first set forth above. Except as modified hereby, the Rights Agreement is reaffirmed in all respects, and all references therein to “the Agreement” shall mean the Rights Agreement, as modified hereby.

Section 5. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

Section 6. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If any such excluded term, provision, covenant or restriction shall affect the rights, immunities, duties or obligations of the Rights Agent in an adverse manner, then the Rights Agent shall be entitled to resign immediately upon written notice to the Company.

Section 7. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or other customary means of electronic transmission (e.g., "pdf") shall be as effective as delivery of a manually executed counterpart hereof.

Section 8. No Modification. Except as expressly set forth herein, this Amendment shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Rights Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Section 9. Headings. The headings of the sections of this Amendment have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

[Signature Page Follows]

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

VERADIGM INC.

By: /s/ Eric Jacobson

Name: Eric Jacobson

Title: Senior Vice President, Deputy General
Counsel and Corporate Secretary

**BROADRIDGE CORPORATE ISSUER SOLUTIONS,
LLC**

By: /s/ John P. Dunn

Name: John P. Dunn

Title: Senior Vice President, Sales

Amendment No. 4 to Stockholder Rights Agreement