

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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of report (Date of earliest event reported): December 19, 2012**

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**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-35547**  
(Commission  
File Number)

**36-4392754**  
(IRS Employer  
Identification No.)

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

**60654**  
(Zip Code)

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

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

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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))

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

On December 19, 2012, Allscripts Healthcare Solutions, Inc. (“Allscripts” or the “Company”) appointed Paul M. Black, age 54, as its President and Chief Executive Officer, effective immediately. Mr. Black spent more than 12 years with Cerner Corporation and retired as its Chief Operating Officer in 2007. Prior to Cerner, Mr. Black was with IBM from 1982 to 1994, in a number of senior sales, marketing and professional services leadership positions. Since 2007, he has been a Senior Advisor with New Mountain Capital in New York and served as a Director with several New Mountain portfolio companies. Mr. Black recently has served as an operating executive with Genstar Capital, responsible for expanding Genstar’s healthcare and software practices, with specific focus on healthcare technology. In addition to currently serving as an Allscripts board member, Mr. Black is the Chairman of the Board of The Truman Medical Centers, where he has served as a director for 12 years, and is a director of Haemonetics Corporation (NYSE: HAE), a global healthcare company dedicated to providing innovative blood-management solutions.

The Company has entered into an employment agreement with Mr. Black for a three-year term, which automatically renews for additional one-year terms unless either party terminates the agreement with 90 days prior notice. Mr. Black will receive a base salary of \$1 million per year, and is eligible for a target bonus of 150% of his base salary, based on performance conditions determined by the Compensation Committee. Mr. Black is entitled to a guaranteed bonus for 2013 of \$1.5 million, which will be paid in 2012, but will be subject to clawback by the Company if Mr. Black resigns on or before December 31, 2013 for a reason other than constructive discharge. As an inducement for Mr. Black to accept employment, the Company will (i) pay Mr. Black a \$1,250,000 signing bonus in 2012, which is subject to clawback if Mr. Black resigns on or before December 31, 2013 for a reason other than constructive discharge, (ii) grant to Mr. Black restricted stock units for a number of shares having a value of \$3 million on the date of grant, which will vest over a period of three years and are subject to a performance-based vesting condition under Section 162(m) of the Internal Revenue Code and (iii) grant to Mr. Black performance-based restricted stock units for a target number of shares having a value of \$3 million on the date of grant, vesting one-third at end of each of 2013, 2014 and 2015 based on the ranking of the Company’s total shareholder return (“TSR”) among its peers from the date of grant through the end of the applicable performance period, with an opportunity to make up for the portion not earned in a completed performance period based on the cumulative performance over the three-year period. Payout is capped at 100% of target if the Company’s TSR is negative, and the value of the payout in any performance period cannot exceed five times the target value. Within the first 90 days of 2013, the Company will grant to Mr. Black service-based restricted stock units for a number of shares having a value of \$2.5 million on the grant date, vesting over four years and subject to a performance-based vesting condition under Section 162(m) of the Internal Revenue Code and a performance-based equity award with a grant date value of \$2.5 million. Mr. Black’s employment agreement provides that if his employment is terminated by the Company without cause or if he resigns due to constructive discharge, as such terms are defined in the agreement, Mr. Black will be entitled to severance pay in an amount equal to two times the sum of Mr. Black’s base salary and target bonus, payable over 24 months, continued health and dental benefits for 24 months (or until Mr. Black is entitled to coverage with a subsequent employer) and an additional 12 months of deemed vesting in his equity awards plus prorated vesting for the year of termination (based on actual performance in the case of

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performance-based awards). If such termination occurs within two years after, or within 180 days prior to, a change in control, the Company will pay the severance pay described above as a lump sum payment and his equity awards will become fully vested. Mr. Black's right to receive such severance benefits is conditioned on him waiving and releasing claims he may have against the Company. Under his employment agreement, Mr. Black is subject to confidentiality, nondisclosure, inventions, nonsolicitation, noncompete and nondisparagement restrictions for the benefit of the Company. The foregoing summary of Mr. Black's employment agreement does not purport to be a complete description and is qualified in its entirety by reference to the terms and conditions of the actual agreement, a copy of which is attached as Exhibit 10.1 and incorporated herein by reference.

On December 19, 2012, Glen Tullman stepped down from his positions as Chief Executive Officer and Allscripts Board member, and Lee Shapiro stepped down from his position as President and Secretary of the Company. Each of Mr. Tullman and Mr. Shapiro entered into a separation agreement and a consulting agreement with the Company. Pursuant to the terms of each separation agreement, the termination of employment for each executive is by mutual agreement but, except as noted below, will be treated as a termination without cause for purposes of calculating severance and benefits. A termination without cause under each executive's existing employment agreements provides for (i) a cash payment of one times annual salary plus target bonus, (ii) one year of continued health benefits (which is extended to 18 months under each separation agreement) and (iii) some accelerated vesting of equity awards (i.e., vesting of any awards that would vest during the next year plus a pro rata amount of one additional unvested tranche, subject to satisfaction of any applicable performance conditions). In addition, Mr. Tullman will receive a cash payment of \$160,000 relating to a 2012 bonus arrangement and Mr. Shapiro will remain eligible for a performance-based retention bonus, depending on the outcome of performance conditions measured as of December 31, 2012. In consideration for the consulting commitment described below, the separation agreements contain additional vesting (6 months for Mr. Shapiro and 3 months for Mr. Tullman). To the extent legally permitted, cash severance for Mr. Tullman and vesting of equity awards for each executive will occur in 2012. Each separation agreement provides that if a change in control were to occur within 12 months of the termination date, each executive would be entitled to (i) two times annual salary plus target bonus (rather than one times) and (ii) accelerated vesting of substantially all unvested equity awards. Each of Mr. Tullman and Mr. Shapiro has agreed to noncompetition and nonsolicitation covenants for a period of 18 months from the executive's termination date (in lieu of 12 months in each executive's employment agreement). Each separation agreement contains a mutual release of claims, a mutual nondisparagement clause and a cooperation covenant from each executive. Mr. Shapiro will consult on a full-time basis until June 30, 2013 at a rate of \$100,000 per month. Mr. Tullman will consult for up to 5 days per month for 3 months at \$3,000 per day (unless he enters into a full-time employment relationship). The foregoing summary of the separation agreements and consulting agreements does not purport to be a complete description and is qualified in its entirety by reference to the terms and conditions of the actual agreements, copies of which are attached as Exhibits 10.2, 10.3, 10.4 and 10.5, and incorporated herein by reference.

On December 19, 2012, the Company and Diane Adams, Executive Vice President of Culture and Talent, agreed that her employment with the Company would terminate within the next 30 days.

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**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated as of December 19, 2012, between Allscripts Healthcare Solutions, Inc. and Paul M. Black
10.2	Separation Agreement, dated as of December 19, 2012, between Allscripts Healthcare Solutions, Inc. and Glen E. Tullman
10.3	Separation Agreement, dated as of December 19, 2012, between Allscripts Healthcare Solutions, Inc. and Lee Shapiro
10.4	Consulting Agreement, dated as of December 19, 2012, between Allscripts Healthcare Solutions, Inc. and Glen E. Tullman
10.5	Consulting Agreement, dated as of December 19, 2012, between Allscripts Healthcare Solutions, Inc. and Lee Shapiro

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**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 HEALTHCARE SOLUTIONS, INC.

Date: December 19, 2012

By: /s/ Rick Poulton  
Rick Poulton  
Chief Financial Officer

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## EXHIBIT INDEX

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## ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made as of this 19th day of December, 2012, to become effective the 19th day of December, 2012 (the “**Effective Date**”), by and between Allscripts Healthcare Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (“**Company**”), and Paul M. Black (“**Executive**”).

## RECITALS

**WHEREAS**, commencing on the Effective Date, Company desires to employ Executive as President and Chief Executive Officer, subject to the terms and conditions of this Agreement; and

**WHEREAS**, Executive desires to be employed by Company in the aforesaid capacity subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, effective as of the Effective Date:

## AGREEMENT

**1. Employment.**

Company hereby agrees to employ Executive, and Executive hereby accepts employment, as President and Chief Executive Officer of Company, pursuant to the terms of this Agreement. Executive shall have the duties and responsibilities and perform such administrative and managerial services of that position as are set forth in the bylaws of Company (the “**Bylaws**”) or as shall be reasonably delegated or assigned to Executive by the Board of Directors of Company (the “**Board**”) from time to time. Executive shall carry out Executive’s responsibilities hereunder on a full-time basis for and on behalf of Company; provided that Executive shall be entitled to devote time to outside boards of directors, personal investments, civic and charitable activities, and personal education and development, so long as such activities do not interfere with or conflict with Executive’s duties hereunder in any material respect, and provided that Executive notifies the Compensation Committee of the Board (the “**Compensation Committee**”) of any outside boards of directors on which he intends to serve and the Compensation Committee consents to such service, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Executive agrees that, during the term of this Agreement, Executive shall not act as an officer of any for profit business other than Company without the prior written consent of Company.

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## **2. Term.**

The term of Executive's employment by Company under this Agreement (the "**Employment Period**") shall commence on the Effective Date and shall continue in effect through the third (3rd) anniversary of the Effective Date, unless earlier terminated as provided herein. Thereafter, unless Company or Executive shall elect not to renew the Employment Period upon the expiration of the initial term or any renewal term, which election shall be made by providing written notice of nonrenewal to the other party at least ninety (90) days prior to the expiration of the then current term, the Employment Period shall be extended for an additional twelve (12) months. If Company elects not to renew the Employment Period at the end of the initial term or any renewal term, such nonrenewal shall be treated as a termination of the Employment Period and Executive's employment without Cause by Company for the limited purpose of determining the payments and benefits available to Executive under this Agreement and any equity award (e.g., Executive shall be entitled to the severance benefits set forth in Section 4.5.1). If Executive elects not to renew the Employment Period, such nonrenewal shall constitute a termination of Executive's employment and the Employment Period by Executive without Constructive Discharge, and Executive shall only be entitled to the payments and benefits set forth in Section 4.5.4.

## **3. Compensation and Benefits.**

In consideration for the services Executive shall render under this Agreement, Company shall provide or cause to be provided to Executive the following compensation and benefits:

**3.1 Base Salary.** During the Employment Period, Company shall pay to Executive an annual base salary at a rate of \$1,000,000 per annum, subject to all appropriate federal and state withholding taxes, which base salary shall be payable in accordance with Company's normal payroll practices and procedures. Executive's base salary shall be reviewed annually by the Board, or a committee of the Board, and may be increased in the sole discretion of the Board, or such committee of the Board, based on Executive's performance during the preceding calendar year. Executive's base salary, as such base salary may be increased hereunder, is hereinafter referred to as the "**Base Salary.**"

### **3.2 Performance Bonuses.**

**3.2.1 Performance Bonuses Generally.** Executive shall be eligible to receive cash bonuses in accordance with this Section 3.2 (each a "**Performance Bonus**"). Payment of any Performance Bonus will be subject to the sole discretion of the Compensation Committee, and such Performance Bonus shall be determined in the sole discretion of, and based upon criteria selected by, the Compensation Committee, after consultation with Executive. Subject to the foregoing exercise of discretion, Executive's annual target Performance Bonus shall be not less than 150% of Executive's Base Salary (the "**Target Performance Bonus**"), provided that the actual Performance Bonus shall be based on performance, which may be less than or exceed the Target Performance Bonus. Performance Bonuses shall be paid according to the terms of the bonus plan or program in which Executive participates from time to time.

**3.2.2 2013 Performance Bonus.** Executive shall receive a Performance Bonus for the 2013 performance period in an amount equal to the full amount of the Target Performance Bonus. Such Target Performance Bonus shall be paid by the Company to Executive in one lump sum on or before December 31, 2012; provided that if Executive resigns on or before December 31, 2013 for a reason other than Constructive Discharge (as defined

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below) Executive shall repay to Company, within ten (10) days after such resignation, the net amount of such payment received by Executive. (For the avoidance of doubt, neither Executive's death nor the termination of Executive's employment by the Company due to disability shall be deemed a resignation by Executive for the purposes of this Section 3.2.2). If Executive would be entitled to receive a bonus for the 2013 performance period in excess of the Target Performance Bonus, based on the performance of the Company, Company shall pay a separate bonus to Executive, prior to March 15, 2014, in an amount equal to such excess amount.

**3.2.3 Signing Bonus.** On or before December 31, 2012, the Company shall pay to Executive a signing bonus of \$1,250,000, subject to all appropriate federal and state withholding taxes. If Executive resigns on or before December 31, 2013 for a reason other than Constructive Discharge (as defined below), Executive shall repay to Company, within ten (10) days after such resignation, the net amount of such payment received by Executive. (For the avoidance of doubt, neither Executive's death nor the termination of Executive's employment by the Company due to disability shall be deemed a resignation by Executive for the purposes of this Section 3.2.3).

**3.3 Benefits.** During the Employment Period and as otherwise provided hereunder, Executive shall be entitled to the following:

**3.3.1 Vacation.** Executive shall be entitled to participate in the Company's vacation policy for similarly-situated executives of the Company.

**3.3.2 Participation in Benefit Plans.** Executive shall be entitled to health and/or dental benefits, including immediate coverage for Executive and Executive's eligible dependents, which are generally available to Company's senior executive employees and as provided by Company in accordance with its group health insurance plan coverage. In addition, Executive shall be entitled to participate in any profit sharing plan, retirement plan, group life insurance plan or other insurance plan or medical expense plan maintained by Company for its senior executives generally, in accordance with the general eligibility criteria therein.

**3.3.3 Perquisites.** Executive shall be entitled to such other benefits and perquisites that are generally available to Company's senior executive employees and as provided in accordance with Company's plans, practices, policies and programs for senior executive employees of Company.

**3.3.4 Indemnification.** To the fullest extent permissible under applicable law, Executive shall be entitled to indemnification (including immediate advancement of all legal fees with respect to any claim for indemnification) and directors' and officers' insurance coverage, to the extent made available to other senior executives, in accordance with the Bylaws and all other applicable policies and procedures of Company for expenses incurred or damages paid or payable by Executive with respect to a claim against Executive based on actions or inactions by Executive in his capacity as a senior executive of Company. Company shall also enter into an indemnification agreement with Executive effective as of the Effective Date in the same form as the indemnification agreements, if any, to which all other directors and senior executives of Company are a party as of the date hereof.

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**3.4 Expenses.** Company shall reimburse Executive for proper and necessary expenses incurred by Executive in the performance of Executive's duties under this Agreement from time to time upon Executive's submission to Company of invoices of such expenses in reasonable detail and subject to all standard policies and procedures of Company with respect to such expenses.

**3.5 Stock Awards.**

**3.5.1 Stock Awards Generally.** Executive shall be eligible to participate in any applicable stock bonus, stock option, or similar plan implemented by Company and generally available to its senior executive employees. The amount of any awards made thereunder shall be in the sole discretion of the Board or Compensation Committee.

**3.5.2 New-Hire Grant.** On the third business day after the Company has publicly announced its hiring of Executive, Company shall grant to Executive (i) an award of restricted stock units ("RSUs") pursuant to the award agreement attached as Exhibit A with an aggregate value of \$3,000,000, and (ii) an award of performance-based RSUs pursuant to the award agreement attached as Exhibit B with an aggregate value of \$3,000,000, in each case determined by dividing \$3,000,000 by the closing price of a share of Company common stock on the date of grant.

**3.5.3 2013 Long-Term Incentive.** Within the first 90 days of 2013, Company shall grant to Executive under a Company stock incentive plan (i) RSUs with an aggregate grant-date value of \$2,500,000, which shall vest in 25% installments on each of the first four anniversaries of the date of grant, subject to Executive's continued employment through such vesting date, and subject further to the certification by the Compensation Committee, in accordance with Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), that the Company's has satisfied the performance goal established by the Compensation Committee for the first two quarters of 2013, as set forth in Exhibit A hereto, and (ii) a performance-based equity award with an aggregate grant-date value, as determined by Company's compensation consultant, of \$2,500,000, subject to such performance goals, vesting conditions and other terms as determined by the Compensation Committee, after consultation with Executive.

**4. Termination of Services Prior To Expiration of Agreement.**

Executive's employment hereunder and the Employment Period may be terminated at any time as follows (the effective date of such termination hereinafter referred to as the "Termination Date"):

**4.1 Termination upon Death or Disability of Executive.**

**4.1.1** Executive's employment hereunder and the Employment Period shall terminate immediately upon the death of Executive. In such event, all rights of Executive and/or Executive's estate (or named beneficiary) shall cease except for the right to receive payment of the amounts set forth in Section 4.5.5 of the Agreement.

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**4.1.2** Company may terminate Executive's employment hereunder and the Employment Period upon the disability of Executive. For purposes of this Agreement, Executive shall be deemed to be "**disabled**" if Executive, as a result of illness or incapacity, shall be unable to perform substantially Executive's required duties for a period of three (3) consecutive months or for any aggregate period of three (3) months in any six (6) month period. In the event of a dispute as to whether Executive is disabled, Company may refer Executive to a licensed practicing physician who is mutually acceptable to Executive and Company, and Executive agrees to submit to such tests and examination as such physician shall deem appropriate to determine Executive's capacity to perform the services required to be performed by Executive hereunder. In such event, the parties hereby agree that the decision of such physician as to the disability of Executive shall be final and binding on the parties. Any termination of the Employment Period under this Section 4.1.2 shall be effected without any adverse effect on Executive's rights to receive benefits under any disability policy of Company, but shall not be treated as a termination without Cause.

**4.2 Termination by Company for Cause.** Company may terminate Executive's employment hereunder and the Employment Period for Cause (as defined herein) upon written notice to Executive, which termination shall be effective on the date specified by Company in such notice; provided, however, that Executive shall have a period of ten (10) days (or such longer period not to exceed thirty (30) days as would be reasonably required for Executive to cure such action or inaction) after the receipt of the written notice from Company to cure the particular action or inaction, to the extent a cure is possible. For purposes of this Agreement, the term "**Cause**" shall mean:

**4.2.1** the willful or grossly negligent failure by Executive to perform Executive's duties and obligations hereunder in any material respect, other than any such failure resulting from the disability of Executive;

**4.2.2** Executive's conviction of a crime or offense involving the property of Company, or any crime or offense constituting a felony or involving fraud or moral turpitude; provided that, in the event that Executive is arrested or indicted for a crime or offense related to any of the foregoing, then Company may, at its option, place Executive on paid leave of absence, pending the final outcome of such arrest or indictment;

**4.2.3** Executive's violation of any law, which violation is materially and demonstrably injurious to the operations or reputation of Company; or

**4.2.4** Executive's material violation of any generally recognized policy of Company or Executive's refusal to follow the Board's reasonable and lawful instructions.

**4.3 Termination by Company without Cause; Termination by Executive without Constructive Discharge.** Executive may terminate Executive's employment and the Employment Period at any time for any reason upon thirty (30) days' prior written notice to Company. Company may terminate Executive's employment and the Employment Period without Cause upon thirty (30) days' prior written notice to Executive. Upon termination of Executive's employment with Company for any reason, Executive shall be deemed to have resigned from all positions with the other members of Company and its subsidiaries (provided, that any such deemed resignations shall not affect Executive's entitlement (if any) to severance pay and benefits hereunder).

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#### **4.4 Termination by Executive for Constructive Discharge.**

**4.4.1** Executive may terminate Executive's employment and the Employment Period, in accordance with the process set forth below, as a result of a Constructive Discharge. For purposes of this Agreement "**Constructive Discharge**" shall mean the occurrence of any of the following:

- (i) a failure of Company to meet its obligations in any material respect under this Agreement, including, without limitation, (x) any reduction in the Base Salary or Target Performance Bonus or (y) any failure to pay the Base Salary or Performance Bonus (other than, in the case of clause (y), the inadvertent failure to pay a de minimis amount of the Base Salary or Performance Bonus, which payment is immediately made by Company upon notice from Executive);
- (ii) a material diminution in or other substantial adverse alteration in (x) the nature or scope of Executive's responsibilities with Company from those in effect on the Effective Date or (y) the reporting lines between Executive and the Board; or
- (iii) without Executive's prior written agreement, Executive's principal place of business is moved to a location that is more than fifty (50) miles from Company's offices located in Chicago, Illinois.

**4.4.2** In the event of the occurrence of a Constructive Discharge, Executive shall have the right to terminate Executive's employment hereunder and receive the benefits set forth in Section 4.5.1 below, upon delivery of written notice to Company no later than the close of business on the sixtieth (60th) day following the effective date of the Constructive Discharge; provided, however, that such termination shall not be effective until the expiration of thirty (30) days after receipt by Company of such written notice if Company has not cured such Constructive Discharge within the 30-day period. If Company so effects a cure, the Constructive Discharge notice shall be deemed rescinded and of no force or effect. Notwithstanding the foregoing, such notice and lapse of time shall not be required with respect to any event or circumstance which is the same or substantially the same as an event or circumstance with respect to which notice and an opportunity to cure has been given within the previous six (6) months. The Termination Date due to Constructive Discharge shall be the date of Executive's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)).

**4.5 Rights upon Termination.** Upon termination of Executive's employment and the Employment Period, the following shall apply:

**4.5.1 Termination by Company Without Cause or for Constructive Discharge.** If Company terminates Executive's employment and the Employment Period without Cause, or if Executive terminates Executive's employment and the Employment Period as a result of a Constructive Discharge, in each case either (x) prior to a Change of Control (other

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than a termination described in Section 4.5.2), or (y) after the second anniversary of a Change of Control, Executive shall be entitled to receive payment of any Base Salary amounts that have accrued but have not been paid as of the Termination Date, and the unpaid Performance Bonus, if any, with respect to the calendar year preceding the calendar year in which the Termination Date occurs (such Performance Bonus, if any, to be determined in the manner that it would have been determined, and payable at the time it would have been payable, under Section 3.2 had there been no termination of the Employment Period). In addition, subject to Sections 4.5.2 and 4.7, below, Company shall, subject to Sections 8.13 and 8.14, be obligated to pay Executive (or provide Executive with) the following benefits as severance:

- (i) an amount equal to two (2) times the sum of (x) Executive's Base Salary and (y) Executive's Target Performance Bonus, payable in 24 equal monthly installments commencing on the Termination Date, such amount to be payable regardless of whether Executive obtains other employment and is compensated therefor (but only so long as Executive is not in violation of Section 5 hereof) (with the first two installments to be paid on the sixtieth (60th) day following the Termination Date and the remaining twenty-two (22) installments being paid on the twenty-two (22) following monthly anniversaries of such date);
- (ii) continuation of Executive's then current enrollment (including family enrollment, if applicable) in all health and/or dental insurance benefits set forth in Section 3.3.2 for a period of twenty-four (24) months following the Termination Date, with Executive's contribution to such plans as if Executive were employed by Company, such contributions to be paid by Executive in the same period (e.g., monthly, bi-weekly, etc.) as all other employees of Company (but deductions from Executive's monthly severance payments may be deemed acceptable for this purpose in the discretion of Company); provided, however that Company may terminate such coverage if payment from Executive is not made within the COBRA grace period or ten (10) days of the date on which Executive receives written notice from Company that such payment is due, whichever period ends later; and provided, further, that such benefits may be discontinued earlier to the extent that Executive becomes entitled to comparable benefits from a subsequent employer; in addition, this benefit is contingent upon timely election of COBRA continuation coverage and will run concurrent with the COBRA period; and
- (iii) subject to such additional terms set forth in the award agreements attached as Exhibits A and B hereto, upon the sixtieth (60th) day following the Termination Date (or, for awards subject to the satisfaction of a performance condition, subject to the satisfaction of such performance condition and upon the satisfaction of such performance condition (but no earlier than the sixtieth (60th) day following the Termination Date), and based on the level of performance achieved) a portion of any unvested stock option, restricted stock, restricted stock unit or other equity award granted to Executive shall vest, which portion shall be the number of shares equal to (a) plus (b) (such sum not to exceed the number of shares that result in the full vesting of any such award) as follows:

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(a) the number of shares that would have vested per the applicable award as of the one-year anniversary of the Termination Date had Executive remained continuously employed by Company through such date; plus

(b) the number of shares resulting from the following formula: (x) the number of shares of such award that would vest on the next vesting date of such award immediately following the Termination Date, multiplied by (y) a fraction, the numerator of which is the number of days elapsed since the last vesting date of such award (or the grant date, if no portion of such award has yet vested), and the denominator of which is the number of days between the last vesting date (or grant date, as the case may be) and the next vesting date.

For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive the foregoing payments shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment.

**4.5.2 Severance Upon Termination following a Change of Control.** If, within the period beginning on the date of a Change of Control through the second anniversary of the Change of Control, Executive terminates Executive's employment and the Employment Period pursuant to Section 4.4 or Company terminates Executive's employment pursuant to Section 4.3, then Executive shall, subject to Sections 4.7, 8.13 and 8.14, receive the payment and benefits provided in Section 4.5.1; provided, however, that (A) in place of the twenty-four (24) monthly payments provided for in Section 4.5.1(i), Executive shall receive a lump sum amount of cash equal to two (2) times the sum of (x) Executive's Base Salary plus (y) Executive's Target Performance Bonus, with such lump sum paid on the sixtieth (60th) day following the Termination Date, and (B) in place of the equity vesting provided for in Section 4.5.1(iii), all unvested equity awards held by Executive shall vest upon the Termination Date.

Anything in this Agreement to the contrary notwithstanding, if (A) a Change of Control occurs, (B) Executive's employment with Company is terminated by Company without Cause or if Executive terminates his employment as a result of a Constructive Discharge, in either case within one hundred eighty (180) days prior to the date on which the Change of Control occurs, and (C) it is reasonably demonstrated by Executive that such termination of employment or events constituting Constructive Discharge was (x) at the request of a third party who had taken steps reasonably calculated to effect a Change of Control or (y) otherwise arose in connection with or in anticipation of a Change of Control, then for all purposes of this Agreement such Change of Control shall be deemed to have occurred during the Employment Period and the Termination Date shall be deemed to have occurred after the Change of Control, so that Executive is entitled to the vesting and other benefits provided by this Section 4.5.2. If Executive is entitled to additional vesting of any equity awards that were cancelled as a result of

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Executive's termination of employment prior to the Change of Control, Company or its successor shall deliver to Executive the consideration Executive would have received in the Change of Control had the cancelled equity awards been outstanding and vested at the time of the Change of Control. Any additional amounts due Executive as a result of the application of this paragraph to a termination prior to a Change of Control shall be paid to Executive under this Section 4.5.2. in a lump sum on the sixtieth (60th) day following the Change of Control.

**4.5.3 Definition of Change of Control.** For purposes of this Agreement, a "**Change of Control**" shall mean any one of the following events following the Effective Date:

- (i) the date of acquisition by any person or group other than Company or any subsidiary of Company (and other than any employee benefit plans (or related trust) of Company or any of its subsidiaries) of beneficial ownership of securities possessing more than thirty percent (30%) of the total combined voting power of Company's then outstanding voting securities which generally entitle the holder thereof to vote for the election of directors ("**Voting Power**"), provided, however, that no Change of Control shall be deemed to have occurred solely by reason of any such acquisition by a corporation with respect to which, after such acquisition, more than sixty percent (60%) of the then outstanding shares of common stock of such corporation and the Voting Power of such corporation are then beneficially owned, directly or indirectly, by the persons who were the beneficial owners of the stock and Voting Power of Company immediately before such acquisition, in substantially the same proportions as their ownership immediately before such acquisition; or
- (ii) the date the individuals who constitute the Board as of immediately following the Effective Date (the "**Incumbent Board**") cease for any reason other than their deaths to constitute at least a majority of the Board; provided that any individual who becomes a director after the Effective Date whose election or nomination for election by Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered, for purposes of this Section, as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Company (as such terms are used in Rule 14a-11 under the Securities Exchange Act of 1934, as amended (the "**1934 Act**")); or
- (iii) Company effects (a) a merger or consolidation of Company with one or more corporations or entities, as a result of which the holders of the outstanding Voting Power of Company immediately prior to such merger, reorganization or consolidation hold less than 50% of the Voting Power of the surviving or resulting corporation or entity immediately after such merger or consolidation; (b) a liquidation or dissolution of Company; or (c) a sale or other disposition of all or substantially all of the assets of Company other than to an entity of which Company owns at least 50% of the Voting Power.

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For purposes of the foregoing definition, the terms “**beneficially owned**” and “**beneficial ownership**” and “**person**” shall have the meanings ascribed to them in SEC rules 13d-5(b) under the 1934 Act, and “**group**” means two or more persons acting together in such a way to be deemed a person for purposes of Section 13(d) of the 1934 Act. Further, notwithstanding anything herein to the contrary, the definition of Change of Control set forth herein shall not be broader than the definition of “change in control event” as set forth under Section 409A of the Code, and the guidance promulgated thereunder, and if a transaction or event does not otherwise fall within such definition of change in control event, it shall not be deemed a Change of Control for purposes of this Agreement.

**4.5.4 Termination With Cause by Company or Without Constructive Discharge by Executive.** If Company terminates Executive’s employment and the Employment Period with Cause, or if Executive terminates Executive’s employment and the Employment Period other than as a result of a Constructive Discharge, Company shall be obligated to pay Executive (i) any Base Salary amounts that have accrued but have not been paid as of the Termination Date; and (ii) subject to Sections 8.13 and 8.14, the unpaid Performance Bonus, if any, with respect to the calendar year preceding the calendar year in which the Termination Date occurs (such Performance Bonus, if any, to be determined in the manner it would have been determined, and payable at the time it would have been payable, under Section 3.2 had there been no termination of the Employment Period).

**4.5.5 Termination Upon Death or Disability.** If Executive’s employment and the Employment Period are terminated because of the death of Executive or because Executive is disabled, Company shall, subject to Sections 8.13 and 8.14, be obligated to pay Executive or, if applicable, Executive’s estate, the following amounts: (i) earned but unpaid Base Salary; and (ii) the unpaid Performance Bonus, if any, with respect to the calendar year preceding the calendar year in which the Termination Date occurs (such Performance Bonus, if any, to be determined in the manner it would have been determined, and payable at the time it would have been payable, under Section 3.2 had there been no termination of the Employment Period).

**4.6 Effect of Notice of Termination.** Any notice of termination by Company, whether for Cause or without Cause, may specify that, during the notice period, Executive need not attend to any business on behalf of Company.

**4.7 Requirement of a Release; Exclusivity of Severance Payments under this Agreement.** As a condition to the receipt of the severance payments and termination benefits to be provided to Executive pursuant to this Section 4 upon termination of Executive’s employment, Executive shall execute and deliver to Company (without revoking) a general release of claims against Company and its affiliates in a customary form reasonably satisfactory to Company within forty-five (45) days following the Termination Date (provided, that Executive shall not be required to release any rights under this Agreement or any other agreement with the Company or any of its affiliates with respect to any payments or obligations of the Company or such affiliates that under the terms of the applicable agreement are to be made or satisfied after the Termination Date, any rights to insurance coverage or any rights under

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benefit plans that by their terms survive the termination of Executive's employment, or any indemnification or related rights under Company's certificate of incorporation or Bylaws or under any indemnification agreement between Company and Executive or any rights under any director and officer liability insurance policy maintained by Company for the benefit of Executive). In addition, the severance payments and termination benefits to be provided to Executive pursuant to this Section 4 upon termination of Executive's employment shall constitute the exclusive payments in the nature of severance or termination pay or salary continuation which shall be due to Executive upon a termination of employment and shall be in lieu of any other such payments under any severance plan, program, policy or other arrangement which has heretofore been or shall hereafter be established by Company or any of its affiliates, other than payments to Executive under any indemnification or related rights under Company's certificate of incorporation or Bylaws or under any indemnification agreement between Company and Executive or under any director and officer liability insurance policy maintained by Company for the benefit of Executive.

**4.8 Board Approval.** Any determination required to be made by Company or the Board in this Section 4 must be approved by the Board by an affirmative vote of no less than two-thirds majority of the entire Board.

## **5. Restrictive Covenants.**

The growth and development of Company and its affiliates and subsidiaries (collectively, "Allscripts") depends to a significant degree on the possession and protection of its customer list, customer information and other confidential and proprietary information relating to Allscripts' products, services, methods, pricing, costs, research and development and marketing. All Allscripts employees and others engaged to perform services for Allscripts have a common interest and responsibility in seeing that such customer information and other confidential information is not disclosed to any unauthorized persons or used other than for Allscripts' benefit. This Section 5 expresses a common understanding concerning Company's and Executive's mutual responsibilities. Therefore, in consideration for Company's agreement to employ Executive and grant Executive access to its confidential information and customer relationships, and for other good and valuable consideration from Company, including, without limitation, compensation, benefits, raises, bonus payments or promotions, the receipt and sufficiency of which are hereby acknowledged, and the severance benefits payable pursuant to Section 4.5, Executive covenants and agrees as follows, which covenant and agreement is essential to this Agreement and Executive's employment with Company:

**5.1 Non-Solicitation; No-Hire.** Executive acknowledges that the identity and particular needs of Allscripts' customers are not generally known in the health care information technology and consulting industry and were not known to Executive prior to Executive's employment with Allscripts; that Allscripts has near permanent relationships with, and a proprietary interest in the identity of, its customers and their particular needs and requirements; and that documents and information regarding Allscripts' pricing, sales, costs and specialized requirements of Allscripts' customers are highly confidential and constitute trade secrets. Accordingly, Executive covenants and agrees that during the Employment Period and for a period of twelve (12) months after the Termination Date, regardless of the reason for such termination, Executive will not, except on behalf of Allscripts during and within the authorized

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scope of Executive's employment with Allscripts, directly or indirectly: (1) call on, solicit or otherwise deal with any accounts, customers or prospects of Allscripts which Executive called upon, contacted, solicited, sold to, or about which Executive learned Confidential Information (as defined herein) while employed by Allscripts, for the purpose of soliciting, selling and/or providing, to any such account, customer or prospect, any products or services similar to or in competition with any products or services then-being represented or sold by Allscripts; and (ii) solicit, or accept if offered to Executive, with or without solicitation, the services of any person who is an employee of Allscripts, nor solicit any employee of Allscripts to terminate employment with Allscripts, nor agree to hire on behalf of Executive or any entity or other person any employee of Allscripts into employment with Executive or any other person or entity. Executive agrees not to solicit, directly or indirectly, such accounts, customers, prospects or employees for Executive or for any other person or entity. For purposes of this paragraph, "**prospects**" means entities or individuals which have had more than de minimis contact with Allscripts in the context of entering into a relationship with Allscripts being a provider of products or services to such entity or individual. The parties acknowledge and agree that Executive's service as member or nonexecutive chairman of the Board of Directors of any or all of iMDsoft, Inc., I.M.D Parent Ltd., or I.M.D. Soft Ltd., including any services incidental thereto (collectively, the "**Permitted Services**"), shall not constitute a breach of this Section 5.1 so long as Executive does not personally engage in, or direct others (in a manner specifically targeted to any customer or employee otherwise restricted pursuant to this Section 5.1) to engage in, the activities prohibited by this Section 5.1.

**5.2 Non-Interference with Business Relationships.** Executive covenants and agrees that during the Employment Period and for a period of twelve (12) months after the Termination Date, regardless of the reason for such termination, Executive will not interact with any person or entity with which Allscripts has a business relationship, or with which Allscripts is preparing to have a business relationship, with the intent of affecting such relationship or intended relationship in a manner adverse to Allscripts. The parties acknowledge and agree that Executive's performance of the Permitted Services shall not constitute a breach of this Section 5.2 so long as Executive does not personally engage in, or direct others (in a manner specifically targeted to any business relationship otherwise restricted pursuant to this Section 5.2) to engage in, the activities prohibited by this Section 5.2.

**5.3 Non-Competition.** Executive agrees that during the Employment Period and for a period of twelve (12) months after the Termination Date, regardless of the reason for such termination, Executive shall not, directly or indirectly, for Executive's own benefit or for the benefit of others, render services for a Competing Organization in connection with Competing Products or Services anywhere within the Restricted Territory, except that nothing in this Section 5.3 shall be construed to prohibit or limit Executive's performance of the Permitted Services. These prohibitions shall otherwise apply regardless of where such services physically are rendered.

For purposes of this Agreement, "**Competing Products or Services**" means products, processes, or services of any person or organization other than Allscripts, in existence or under development, which are substantially the same, may be substituted for, or applied to substantially the same end use as any product, process, or service of Allscripts with which Executive works or worked during the time of Executive's employment with Allscripts or about which Executive acquires or acquired Confidential Information through Executive's work with Allscripts.

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For purposes of this Agreement, “**Competing Organization**” means persons or organizations, including Executive, engaged in, or about to become engaged in research or development, production, distribution, marketing, providing or selling of a Competing Product or Service.

For purposes of this Agreement, “**Restricted Territory**” means either: (i) during Executive’s employment with Allscripts, anywhere in the world; or (ii) after cessation of Executive’s employment with Allscripts, then, in descending order of preference based on legal enforceability, (A) within the United States (including its territories) and within each country in which Allscripts has conducted business or directed material resources in soliciting business in the prior twenty-four (24) month period, (B) within the United States (including its territories) and within any other country that at any time was within the scope of Executive’s employment with Allscripts, (C) within any country that at any time during the last two (2) years of Executive’s employment with Allscripts was within the scope of such employment, or (D) within any geographic region(s) that at any time during the last two (2) years of Executive’s employment with Allscripts was within the scope of such employment. Executive agrees that in the event a court determines the length of time or the geographic area or activities prohibited under this Section 5 are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.

**5.4 Reasonableness of Restriction.** Executive acknowledges that the foregoing non-solicitation, non-competition and non-interference restrictions placed upon Executive are necessary and reasonable to avoid the improper disclosure or use of Confidential Information, and that it has been made clear to Executive that Executive’s compliance with Section 5 of this Agreement is a material condition to Executive’s employment by Company. Executive further acknowledges and agrees that, if Executive breaches any of the requirements of Section 5.1, 5.2 or 5.3, the twelve (12) month restricted period set forth therein shall be tolled during the time of such breach.

Executive further acknowledges and agrees that Allscripts has attempted to impose the restrictions contained hereunder only to the extent necessary to protect Allscripts from unfair competition and the unauthorized use or disclosure of Confidential Information. However, should the scope or enforceability of any restrictive covenant be disputed at any time, Executive specifically agrees that a court may modify or enforce the covenant to the full extent it believes to be reasonable under the circumstances existing at the time.

**5.5 Non-Disclosure.** Executive further agrees that, other than as needed to fulfill the authorized scope of Executive’s duties with Allscripts, Executive will not during the Employment Period or thereafter use for himself or for others or divulge or convey to any other person (except those persons designated by Allscripts) any Confidential Information obtained by Executive during the period of Executive’s employment with Allscripts. Executive agrees to observe all Company policies and procedures concerning such Confidential Information. Executive agrees that, except as may be permitted by written Company policies, Executive will not remove from Company’s premises any of such Confidential Information without the written

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authorization of Company. Executive's obligations under this Agreement will continue with respect to Confidential Information until such information becomes generally available from public sources through no fault of Executive's. During the Employment Period and thereafter Executive shall not disclose to any person the terms and conditions of Executive's employment by Allscripts, except: (i) to close family members, (ii) to legal and accounting professionals who require the information to provide a service to Executive, (iii) as required by law or (iv) in order to inform a prospective or actual subsequent employer of Executive's duties and obligations under this Agreement. If Executive is requested, becomes legally compelled by subpoena or otherwise, or is required by a regulatory body to make any disclosure that is prohibited by this Section 5.5, Executive will promptly notify Company so that Allscripts may seek a protective order or other appropriate remedy if Allscripts deems such protection or remedy necessary under the circumstances. Subject to the foregoing, Executive may furnish only that portion of Confidential Information that Executive is legally compelled or required to disclose. The restrictions set forth herein are in addition to and not in lieu of any obligations Executive may have by law with respect to Confidential Information, including any obligations Executive may have under the Uniform Trade Secrets Act and/or similar statutes as applicable in the state of Executive's residence and/or the state of Executive's primary work location.

**5.6 Definition of Confidential Information.** As used herein, "**Confidential Information**" shall include, but is not limited to, the following categories of information, knowledge, or data currently known or later developed or acquired relating to Allscripts' business or received by Allscripts in confidence from or about third parties, in each case when the same is not in the public domain or otherwise publicly available (other than as result of a wrongful act of an agent or employee of Allscripts):

**5.6.1** Any information concerning Allscripts' products, business, business relationships, business plans or strategies, marketing plans, contract provisions, actual or prospective suppliers or vendors, services, actual or anticipated research or development, new product development, inventions, prototypes, models, solutions, discussion guides, documentation, techniques, actual or planned patent applications, technological or engineering data, formulae, processes, designs, production plans or methods, or any related technical or manufacturing know-how or other information;

**5.6.2** Any information concerning Allscripts' financial or profit data, pricing or cost formulas, margins, marketing information, sales representative or distributor lists, or any information relating to corporate developments (including possible acquisitions or divestitures);

**5.6.3** Any information concerning Allscripts' current or prospective customer lists or arrangements, equipment or methods used or preferred by Allscripts' customers, or the patients of customers;

**5.6.4** Any information concerning Allscripts' use of computer software, source code, object code, or algorithms or architecture retained in or related to Allscripts' computer or computer systems;

**5.6.5** Any personal or performance information about any Allscripts' employee;

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**5.6.6** Any information supplied to or acquired by Allscripts under an obligation to keep such information confidential, including without limitation Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA);

**5.6.7** Any information, whether or not designated as confidential, obtained or observed by Executive or other Allscripts employees during training sessions related to Executive's work for Allscripts; and

**5.6.8** Any other information treated as trade secrets or otherwise confidential by Allscripts.

Executive hereby acknowledges that some of this information may not be a "trade secret" under applicable law. Nevertheless, Executive agrees not to disclose it.

**5.7 Inventions, Discoveries, and Work for Hire.** Executive recognizes and agrees that all ideas, works of authorship, inventions, patents, copyrights, designs, processes (e.g., development processes), methodologies (e.g., development methodologies), machines, manufactures, compositions of matter, enhancements, and other developments or improvements and any derivative works based thereon, including, without limitation, potential marketing and sales relationships, research, plans for products or services, marketing plans, computer software (including source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology and algorithms, whether or not subject to patent or copyright protection (the "**Inventions**") that (i) were made, conceived, developed, authored or created by Executive, alone or with others, during the time of Executive's employment, whether or not during working hours, that relate to the business of Allscripts or to the actual or demonstrably anticipated research or development of Allscripts, (ii) were used by Executive or other personnel of Allscripts during the time of Executive's employment, even if such Inventions were made, conceived, developed, authored or created by Executive prior to the start of Executive's employment, (iii) are made, conceived, developed, authored or created by Executive, alone or with others, within one (1) year from the Termination Date and that relate to the business of Allscripts or to the actual or demonstrably anticipated research or development of Allscripts, or (iv) result from any work performed by Executive for Allscripts (collectively with (i)-(iii), the "**Company Inventions**") are the sole and exclusive property of Company.

Notwithstanding the foregoing, Company Inventions do not include any Inventions made, conceived, developed, authored or created by Executive, alone or with others, for which no equipment, supplies, facility or trade secret information of Allscripts was used and which were developed entirely on Executive's own time, unless (1) the Invention relates (A) to the business of Allscripts, or (B) to the actual or demonstrably anticipated research or development of Allscripts, or (2) the Company Invention results from any work performed by Executive for Allscripts. Further notwithstanding the foregoing, Company Inventions do not include any Inventions made, conceived, developed, authored or created by Executive solely in connection with his performance of the Permitted Services.

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For the avoidance of doubt, Executive expressly disclaims any and all right title and interest in and to all Company Inventions. Executive acknowledges that Executive has and shall forever have no right, title or interest in or to any patents, copyrights, trademarks, industrial designs or other rights in connection with any Company Inventions.

Executive hereby assigns to Company all present and future right, title and interest Executive has or may have in and to the Company Inventions. Executive further agrees that (i) Executive will promptly disclose all Company Inventions to Allscripts; and (ii) all of the Company Inventions, to the extent protectable under copyright laws, are “works made for hire” as that term is defined by the Copyright Act, 17 U.S.C. § 101, *et seq.*

At the request of and without charge to Company, Executive will do all things deemed by Company to be reasonably necessary to perfect title to the Company Inventions in Company and to assist in obtaining for Company such patents, copyrights or other protection in connection therewith as may be provided under law and desired by Company, including but not limited to executing and signing any and all relevant applications, assignments, or other instruments. Executive further agrees to provide, at Company’ request, declarations or affidavits and to give testimony, in depositions, hearings or trials, in support of inventorship. These obligations continue even after the Termination Date. Company agrees that Executive will be reimbursed for reasonable expenses incurred in providing such assistance to Company. In the event Company is unable, after reasonable effort, to secure Executive’s signature on any document or documents needed to apply for or prosecute any patent, copyright or other right or protection relating to any Company Invention, for any reason whatsoever, Executive hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Executive’s agent and attorney-in-fact to act for and on Executive’s behalf to execute and file any such application or other document and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by Executive.

For purposes of this Agreement, a Company Invention shall be deemed to have been made during Executive’s employment if, during such period, the Company Invention was conceived, in part or in whole, or first actually reduced to practice or fixed in a tangible medium during Executive’s employment with Company. Executive further agrees and acknowledges that any patent or copyright application filed within one (1) year after the Termination Date shall be presumed to relate to a Company Invention made during the term of Executive’s employment unless Executive can provide evidence to the contrary.

**5.8 Prior Employment.** Executive hereby agrees that during the course and scope of the employment relationship with Company, Executive shall neither disclose nor use any confidential information, invention, or work of authorship derived from, developed or obtained in any prior employment relationship, and understands that any such disclosure or use would be injurious to the economic and legal interests of Company. Executive represents he has informed Company of any non-competition, non-solicitation, confidentiality, work-for-hire or similar agreements to which Executive is subject or may be bound, and has provided Company with copies of any such non-competition and non-solicitation agreements.

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**5.9 Return of Data.** In the event of the termination of Executive's employment with Company for any reason whatsoever, Executive agrees to deliver promptly to Company all formulas, correspondence, reports, computer programs and similar items, customer lists, marketing and sales data and all other materials pertaining to Confidential Information, and all copies thereof, obtained by Executive during the period of Executive's employment with Company which are in Executive's possession or under his control. Executive further agrees that he will not make or retain any copies of any of the foregoing and will so represent to Company upon termination of his employment.

**5.10 Non-Disparagement.** Executive agrees that during the Employment Period and for a period of twenty-four (24) months thereafter, Executive will not make any statement, nor imply any meaning through Executive's action or inaction, if such statement or implication would be adverse to the interests of Allscripts, its customers or its vendors or may reasonably cause any of the foregoing embarrassment or humiliation; nor will Executive otherwise cause or contribute to any of the foregoing being held in disrepute by the public or any other Allscripts customer(s), vendor(s) or employee(s). The restrictions of this Section 5.10 shall apply to, but are not limited to, communication via the Internet, any intranet, or other electronic means, such as social media web sites, electronic bulletin boards, blogs, email messages, text messages or any other electronic message. The restrictions of this Section 5.10 shall not be construed to prohibit or limit Executive from testifying truthfully in any proceeding, arbitration or governmental investigation.

**5.11 Injunctive Relief and Additional Remedies for Breach.** Executive further expressly acknowledges and agrees that any breach or threatened breach of the provisions of this Section 5 shall entitle Allscripts, in addition to any other legal remedies available to it, to obtain injunctive relief, to prevent any violation of this Section 5 without the necessity of Allscripts posting bond or furnishing other security and without proving special damages or irreparable injury. Executive recognizes, acknowledges and agrees that such injunctive relief is necessary to protect Allscripts' interest. Executive understands that in addition to any other remedies available to Allscripts at law or in equity or under this Agreement for violation of this Agreement, other agreements or compensatory or benefit arrangements Executive has with Allscripts may include provisions that specify certain consequences thereunder that will result from Executive's violation of this Agreement, which consequences may include repaying Allscripts or foregoing certain equity awards or monies, and any such consequences shall not be considered by Executive or any trier of fact as a forfeiture, penalty, duplicative remedy or exclusive remedy. Notwithstanding Section 8.9, the exclusive venue for any action for injunctive or declaratory relief with respect to this Section 5 shall be the state or federal courts located in Cook County, Illinois. Company and Executive hereby irrevocably consent to any such courts' exercise of jurisdiction over them for such purpose.

**5.12 Notification to Third Parties.** Company may, at any time during or after the termination of Executive's employment with Company, notify any person, corporation, partnership or other business entity employing or engaging Executive or evidencing an intention to employ or engage Executive as to the existence and provisions of this Agreement.

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**6. No Set-Off or Mitigation.**

Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which Company may have against Executive or others. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and, except as otherwise provided herein, such amounts shall not be reduced whether or not Executive obtains other employment.

**7. Clawback.**

All incentive compensation paid to Executive pursuant to this Agreement or otherwise in connection with Executive's employment with Company shall be subject to forfeiture, recovery by Company or other action pursuant to any clawback or recoupment policy which Company may adopt from time to time to the extent the Board determines in good faith that the adoption and maintenance of such policy is necessary to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or is otherwise required by the laws of the United States.

**8. Miscellaneous.**

**8.1 Valid Obligation.** This Agreement has been duly authorized, executed and delivered by Company and has been duly executed and delivered by Executive and is a legal, valid and binding obligation of Company and of Executive, enforceable in accordance with its terms.

**8.2 No Conflicts.** Subject to the terms of, and the disclosures made under, Section 5.8 of this Agreement, Executive represents and warrants that the performance by Executive of the duties that are reasonably expected to be performed hereunder will not result in a material breach of any agreement to which Executive is a party.

**8.3 Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without reference to Illinois' choice of law statutes or decisions.

**8.4 Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision. In the event any clause of this Agreement is deemed to be invalid, the parties shall endeavor to modify that clause in a manner which carries out the intent of the parties in executing this Agreement.

**8.5 No Waiver.** The waiver of a breach of any provision of this Agreement by any party shall not be deemed or held to be a continuing waiver of such breach or a waiver of any subsequent breach of any provision of this Agreement or as nullifying the effectiveness of such provision, unless agreed to in writing by the parties.

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**8.6 Notices.** All demands, notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by facsimile machine (with a confirmation copy sent by one of the other methods authorized in this Section), or by commercial overnight delivery service, to the parties at the addresses set forth below:

To Company: Allscripts Healthcare Solutions, Inc.  
222 Merchandise Mart Plaza  
Suite 2024  
Chicago, IL 60654  
Attention: Chairman of the Board of Directors

To Executive: At the address and/or fax number most recently contained in Company's records

Notices shall be deemed given upon the earliest to occur of (i) receipt by the party to whom such notice is directed, if hand delivered; (ii) if sent by facsimile machine, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) such notice is sent if sent (as evidenced by the facsimile confirmed receipt) prior to 5:00 p.m. Central Time and, if sent after 5:00 p.m. Central Time, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) after which such notice is sent; or (iii) on the first business day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following the day the same is deposited with the commercial carrier if sent by commercial overnight delivery service. Each party, by notice duly given in accordance therewith may specify a different address for the giving of any notice hereunder.

**8.7 Assignment of Agreement.** This Agreement shall be binding upon and inure to the benefit of Executive and Company, their respective successors and permitted assigns and Executive's heirs and personal representatives. Neither party may assign any rights or obligations hereunder to any person or entity without the prior written consent of the other party. This Agreement shall be personal to Executive for all purposes.

**8.8 Entire Agreement; Amendments.** Except as otherwise provided herein, this Agreement contains the entire understanding between the parties, and there are no other agreements or understandings between the parties with respect to Executive's employment by Company and Executive's obligations thereto other than Executive's indemnification or related rights under Company's certificate of incorporation or Bylaws or under any indemnification agreement between Company and Executive and Executive's rights under any equity incentive plans or bonus plans of Company. Executive acknowledges that Executive is not relying upon any representations or warranties concerning Executive's employment by Company except as expressly set forth herein. No amendment or modification to the Agreement shall be valid except by a subsequent written instrument executed by the parties hereto.

**8.9 Dispute Resolution and Arbitration.** The following procedures shall be used in the resolution of disputes:

**8.9.1 Dispute.** In the event of any dispute or disagreement between the parties under this Agreement (excluding an action for injunctive or declaratory relief as provided in Section 5.11), the disputing party shall provide written notice to the other party that such dispute exists. The parties will then make a good faith effort to resolve the dispute or disagreement. If the dispute is not resolved upon the expiration of fifteen (15) days from the date a party receives such notice of dispute, the entire matter shall then be submitted to arbitration as set forth in Section 8.9.2.

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**8.9.2 Arbitration.** If the dispute or disagreement between the parties has not been resolved in accordance with the provisions of Section 8.9.1 above, then any such controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration to be held in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect. Any decision rendered herein shall be final and binding on each of the parties and judgment may be entered thereon in the appropriate state or federal court. The arbitrators shall be bound to strict interpretation and observation of the terms of this Agreement. Company shall pay the costs of arbitration.

**8.10 Survival.** For avoidance of doubt, the provisions of Sections 4.5, 5 and 7 of this Agreement shall survive the expiration or earlier termination of the Employment Period.

**8.11 Headings.** Section headings used in this Agreement are for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

**8.12 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Signatures delivered via facsimile or electronic file shall be the same as original signatures.

**8.13 Taxes.** Executive shall be solely responsible for taxes imposed on Executive by reason of any compensation and benefits provided under this Agreement and all such compensation and benefits shall be subject to applicable withholding.

**8.14 Section 409A of the Code.** It is intended that this Agreement will comply with Section 409A of the Code (and any regulations and guidelines issued thereunder) to the extent the Agreement is subject thereto, and the Agreement shall be interpreted on a basis consistent with such intent. If an amendment of the Agreement is necessary in order for it to comply with Section 409A, the parties hereto will negotiate in good faith to amend the Agreement in a manner that preserves the original intent of the parties to the extent reasonably possible. No action or failure by Company in good faith to act, pursuant to this Section 8.14, shall subject Company to any claim, liability, or expense, and Company shall not have any obligation to indemnify or otherwise protect Executive from the obligation to pay any taxes pursuant to Section 409A of the Code.

In addition, notwithstanding any provision to the contrary in this Agreement, if Executive is deemed on the date of Executive's "**separation from service**" (within the meaning of Treas. Reg. Section 1.409A-1(h)) to be a "**specified employee**" (within the meaning of Treas. Reg. Section 1.409A-1(i)), then with regard to any payment that is required to be delayed pursuant to Section 409A(a)(2)(B) of the Code (the "**Delayed Payments**"), such payment shall not be made prior to the earlier of (i) the expiration of the six (6) month period measured from the date of Executive's "separation from service" and (ii) the date of Executive's death. Any payments due under this Agreement other than the Delayed Payments shall be paid in accordance with the

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normal payment dates specified herein. In no case will the delay of any of the Delayed Payments by Company constitute a breach of Company's obligations under this Agreement. For the provision of payments and benefits under this Agreement upon termination of employment, reference to Executive's "termination of employment" (and corollary terms) with Company shall be construed to refer to Executive's "separation from service" from Company (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) in tandem with Executive's termination of employment with Company.

In addition, to the extent that any reimbursement or in-kind benefit under this Agreement or under any other reimbursement or in-kind benefit plan or arrangement in which Executive participates during the term of Executive's employment under this Agreement or thereafter provides for a "deferral of compensation" within the meaning of Section 409A of the Code, (i) the amount eligible for reimbursement or in-kind benefit in one calendar year may not affect the amount eligible for reimbursement or in-kind benefit in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (ii) the right to reimbursement or an in-kind benefit is not subject to liquidation or exchange for another benefit, and (iii) subject to any shorter time periods provided herein, any such reimbursement of an expense or in-kind benefit must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.

If the sixty (60)-day period following a "separation from service" begins in one calendar year and ends in a second calendar year (a "**Crossover 60-Day Period**"), then any severance payments that would otherwise occur during the portion of the Crossover 60-Day Period that falls within the first year will be delayed and paid in a lump sum during the portion of the Crossover 60-Day Period that falls within the second year.

**8.15 Payment by Subsidiaries.** Executive acknowledges and agrees that Company may satisfy its obligations to make payments to Executive under this Agreement by causing one or more of its subsidiaries to make such payments to Executive. Executive agrees that any such payment made by any such subsidiary shall fully satisfy and discharge Company's obligation to make such payment to Executive hereunder (but only to the extent of such payment).

*Signature page follows.*

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[Signature page to Employment Agreement]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written, to be effective at the Effective Date.

**EXECUTIVE**

/s/ Paul M. Black

\_\_\_\_\_  
Paul M. Black

**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

/s/ Richard J. Poulton

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By: Richard J. Poulton

Title: Chief Financial Officer

**SEPARATION AGREEMENT**

This Separation Agreement (this “**Agreement**”) is effective as of the 19th day of December, 2012 (the “**Effective Date**”), by and between Glen E. Tullman (“**Executive**”) and Allscripts Healthcare Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (formerly known as Allscripts-Misys Healthcare Solutions, Inc., “**Company**”). Terms used in this Agreement but not specifically defined herein shall have the same meaning as in the Employment Agreement (defined below).

WHEREAS, Company and Executive entered into an Employment Agreement dated July 31, 2010 and amended on June 5, 2012 (the “**Employment Agreement**”); and

WHEREAS, Company and Executive desire to set forth the terms of Executive’s termination of employment, severance benefits, and other matters related thereto.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination Date.** As of the close of business on December 19, 2012 (the “**Termination Date**”), Executive’s service as an officer and employment with Company is terminated and Executive irrevocably resigns from all other positions with, and boards of directors of, the Company and any subsidiaries and affiliated companies of Company.
2. **Severance Pay and Benefits.** Executive’s termination of employment is by mutual agreement of the parties and shall be treated as a Termination without Cause pursuant to Section 4.3 of the Employment Agreement. Subject to Executive’s compliance with the terms of this Agreement, Executive shall receive:
  - (a) All Accrued Amounts pursuant to Section 4.5.1 of the Employment Agreement.
  - (b) The other payments and benefits set forth in Section 4.5.1 of the Employment Agreement, which are described and shall be paid or provided in accordance with the terms of Schedule 1 attached to this Agreement. In consideration of the consulting agreement being entered into concurrently with this Agreement (the “**Consulting Agreement**”), the equity vesting in Schedule 1 includes three additional months.
  - (c) Reimbursement of reasonable professional fees incurred by Executive in regard to his separation from Company, subject to a maximum of \$25,000, to be paid (i) within fourteen (14) days after Company receives documentation of such expenses and (ii) in accordance with the last paragraph of Section 9.14 of the Employment Agreement.
  - (d) All expenses incurred by Executive prior to the Termination Date that are reimbursable pursuant to Section 3.4 of the Employment Agreement. Such expenses shall be paid (i) within fourteen (14) days after Company receives documentation of such expenses and (ii) in accordance with the last paragraph of Section 9.14 of the Employment Agreement.

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- (e) Payment of Executive's 2012 personal office expense allowance, payable in accordance with Section 3.3.4 of the Employment Agreement. Such allowance shall be paid in accordance with the last paragraph of Section 9.14 of the Employment Agreement.
3. No Other Payments. Executive expressly acknowledges and agrees that, other than as specifically provided for in this Agreement and on Schedule 1, no additional payments or benefits are due from Company on any basis whatsoever. Notwithstanding the foregoing, the Executive is not releasing (i) Executive's rights and any claim to benefits under any employee pension or welfare benefit plans of the Company or its affiliates or (ii) Executive's rights to indemnification (including the immediate advancement of all legal fees with respect to any claim for indemnification) or reimbursement of expenses under Sections 3.3.6 and 8 of the Employment Agreement or Company's certificate of incorporation or bylaws or applicable insurance policies or (iii) Executive's right to payment under the Consulting Agreement.
4. Release.
- (a) The benefits and payments to Executive provided under this Agreement are subject to Executive's execution of (without revocation) and delivery to Company by the forty-fifth (45th) day following the Termination Date (the "**Consideration Period**") of a release and waiver (the "**Release**") in the form attached hereto as Exhibit A; provided however that if Executive does not execute and deliver a release to Company prior to the expiration of the Consideration Period or if Executive revokes the release in accordance with its terms, Executive shall pay to Company within ten (10) days following the expiration of the Consideration Period or the date such release was revoked, as the case may be, a lump sum payment of all cash severance payments and benefits provided for under Section 2 and on Schedule 1 received by Executive to date and the shares acquired upon settlement of the restricted stock units set forth on Schedule 1 shall be immediately cancelled by the Company; provided further that, prior to the expiration of the Consideration Period and the Release revocation period, the Executive shall not transfer the shares acquired upon settlement of the restricted stock units set forth on Schedule 1 and, in the event of any transfer in violation of this Section 4(a), such shares shall be immediately cancelled by Company.
- (b) Subject to the expiration of the revocation period under the Release and in exchange for Executive's obligations under this Agreement, Company and its predecessors, parents, subsidiaries, divisions, related or affiliated companies, benefit plans, plan administrators and other plan fiduciaries, officers, directors, stockholders, successors, assigns, representatives, agents and counsel hereby agree not to sue Executive for any actions not rising to the level of Non-Released Conduct (as defined below) or based upon the facts that are known on the date of this Agreement by any director of the Company (not including Executive) as of

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the date of this Agreement (the “**Known Facts**”), and agrees to release and forever discharge Executive from any and all torts, contracts, claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, attorneys’ fees, and compensation in any form whatsoever, in law or in equity, which Company has or ever had (from the beginning of time through and including the Effective Date) against Executive, including without limitation on account of or in any way arising out of, relating to or in connection with Executive’s employment by or separation of employment from Company, and any and all claims for damages or injury to any entity, person, property or reputation arising therefrom, and any claim under any federal, state or local law, statute, ordinance, guideline, regulation, order or common-law principle of any state, but only to the extent such torts, contracts, claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, attorneys’ fees, and compensation are based upon Known Facts or do not rise to the level of Non-Released Conduct; provided, however, nothing herein precludes Company from enforcing its rights under this Agreement or its rights to recover taxes, advances or reimbursement of expenses if such taxes, advances or expense reimbursements were provided to Executive in violation of law or then-current Company policy; provided, further, that nothing contained in this Section 4(b) shall apply to, or release Executive from, any obligation or commitment of Executive contained in this Agreement or otherwise arising after the date of this Agreement. “Non-Released Conduct” means (i) any breach of Executive’s duty of loyalty to Company or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) actions under Section 174 of the Delaware General Corporation Law or (iv) actions relating to any transaction from which Executive derived an improper personal benefit.

5. Restrictive Covenants. Executive expressly acknowledges and agrees that Section 5 (“**Noncompetition and Confidentiality**”) of the Employment Agreement is replaced in its entirety by this Section 5. The growth and development of Company and its affiliates and subsidiaries (collectively, the “**Company Group**”) depends to a significant degree on the possession and protection of its customer lists, customer information and other confidential and proprietary information relating to the Company Group’s products, production methods, research and development and marketing. All Company Group employees and others engaged to perform services for the Company Group have a common interest and responsibility in seeing that such customer information and other confidential information is not disclosed to any unauthorized persons or used other than for the Company Group’s benefit. Therefore, in consideration for the payments and benefits provided under Section 2 and on Schedule 1 and other mutual promises contained herein:
  - (a) Non-Solicitation; No-Hire. Executive acknowledges that the identity and particular needs of the Company Group’s customers are not generally known in the health care information technology and consulting industry; that the Company Group has near permanent relationships with, and a proprietary interest in the identity of, its customers and their particular needs and requirements; and that documents and information regarding the Company

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Group's pricing, sales, costs and specialized requirements of the Company Group's customers are highly confidential and constitute trade secrets. Accordingly, Executive covenants and agrees, which covenant and agreement is the essence of this Section 5 and the benefits and mutual promises provided under this Agreement, that for a period of eighteen (18) months after the Termination Date, Executive will not, except on behalf of the Company Group, directly or indirectly: (i) call on or solicit any Prospects or any accounts or customers of the Company Group which Executive called upon, solicited or sold to while employed by the Company Group, for the purpose of soliciting, selling and/or providing, to any such Prospect, account or customer, any products or services in competition with any products or services then-being sold by the Company Group; and (ii) solicit, or accept if offered to Executive, with or without solicitation, the services of any person who is an Employee of the Company Group, nor solicit any Employee of the Company Group to terminate employment with the Company Group, nor agree to hire any Employee of the Company Group into employment with Executive or any other person or entity. Executive agrees not to solicit in violation of clause (i) above such Prospects, accounts, customers or employees for Executive or for any other person, corporation, partnership or other business entity. "**Prospects**" means entities or individuals which have had direct contact with Executive for the purpose of having such entity or individual enter into a relationship with a member of the Company Group for the purpose of providing products or services to such entity or individual. "Employee" means any person who is or was employed by Company Group during the Employment Period; provided, however, that "Employee" shall not include any person (a) whose employment with Company Group was terminated by Company Group without cause or (b) who was not employed by Company Group at any time during the six (6) month period immediately prior to the Termination Date.

- (b) Non-Interference with Business Relationships. For a period of eighteen (18) months after the Termination Date, Executive will not interact with any person or entity with which the Company Group has a business relationship as of the Termination Date, if such interaction is with the intent of affecting such relationship or potential relationship in a manner adverse to the Company Group.
- (c) Non-Competition. In consideration of Executive's access to and entrustment of Confidential Information (as defined below) and trade secrets, the benefits provided hereunder and other mutual promises contained herein, and as a condition precedent to such benefits provided hereunder, Executive agrees that for a period of eighteen (18) months after the Termination Date, Executive shall not, directly or indirectly, for Executive's own benefit or for the benefit of others, render services for a Competing Organization anywhere within the Restricted Territory. The prohibitions in this Section 5(c) apply regardless of where such services physically are rendered.

For purposes of this Agreement, "**Competing Organization**" means (i) persons or organizations, including Executive, engaged in or, to Executive's knowledge, about to be engaged in, research or development, production, distribution, marketing, providing or selling electronic medical record or practice management software or revenue cycle management software for ambulatory or acute care environments or (ii) any of the organizations identified in a letter from the Company of even date herewith relating to this subject matter.

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For purposes of this Agreement, “**Restricted Territory**” means (i) within the United States and within each country in which the Company Group has conducted business in the prior twenty-four (24) month period, but if such area is determined by judicial action to be too broad, then it shall mean (ii) within the continental United States, but if such area is determined by judicial action to be too broad, then it shall mean (iii) within any geographic region in which Executive has performed services for the Company Group during the last two (2) years of Executive’s employment with the Company Group. Executive agrees that in the event a court determines the length of time or the geographic area or activities prohibited under this Section 5 are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.

(d) Reasonableness of Restriction.

- (i) Executive acknowledges that the foregoing non-solicitation and non-competition restrictions placed upon Executive are necessary and reasonable, and that it has been made clear to Executive that Executive’s compliance with Section 5 of this Agreement is a material condition to the payments and benefits provided to Executive pursuant to Section 2 and Schedule 1 of this Agreement. Executive further acknowledges and agrees that, if Executive breaches any of the requirements of subsections (a), (b) and (c) of this Section 5, the restricted periods set forth therein shall be tolled during the time of such breach.
- (ii) Executive further acknowledges and agrees that the Company Group has attempted to impose the restrictions contained hereunder only to the extent necessary to protect the Company Group from unfair competition. However, should the scope or enforceability of the restrictive covenant be disputed at any time, Executive specifically agrees that a court may modify or enforce the covenant to the full extent it believes to be reasonable under the circumstances existing at the time.

- (e) Non-Disclosure. Executive further agrees that prior to and after the Termination Date, Executive will not use for himself or for others or divulge or convey to any other person (except those persons designated by the Company Group) any Confidential Information (as defined below) obtained by Executive during the period of Executive’s employment with the Company Group or pursuant to Section 9 hereof. Executive agrees to observe all Company policies and procedures that are in effect as of the Termination Date concerning such Confidential Information. Executive agrees that, except as may be permitted by written Company policies, Executive will not remove from Company’s premises any of such Confidential Information without the written authorization of the Company Group. Executive further agrees not to disclose or use after the Termination Date any Confidential Information unless hereafter specifically authorized to do so by the Company Group in writing, except that Executive may

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disclose and use such information when necessary in the performance of Executive's duties for the Company Group. Executive's obligations under this Agreement will continue with respect to Confidential Information until such information becomes generally available from public sources through no fault of Executive's. Notwithstanding the foregoing, Executive may disclose Confidential Information if Executive is legally compelled by subpoena or otherwise, or is required by a regulatory body to make any disclosure that is otherwise prohibited by this subsection (e), in which case Executive will promptly notify the Company Group so that the Company Group may seek a protective order or other appropriate remedy if the Company Group deems such protection or remedy necessary under the circumstances. Subject to the foregoing, Executive may furnish only that portion of Confidential Information that Executive is legally compelled or required to disclose.

- (f) Definition of Confidential Information. As used herein, "**Confidential Information**" shall include, but is not limited to, the following categories of information, knowledge, or data currently known relating to the Company Group's business which is not in the public domain or otherwise publicly available (other than as result of a wrongful act of an agent or employee of the Company Group):
- (i) Any information concerning the Company Group's development methodologies or processes, products, suppliers or vendors, services, research and development, new product development, inventions, technological and engineering data, formulas, production plans and methods, and any related technical or manufacturing information;
  - (ii) Any information concerning the Company Group's financial or profit data, pricing and cost formulas, marketing information, sales representative or distributor lists, and any information relating to corporate developments (including possible acquisitions and divestitures);
  - (iii) Any information concerning the Company Group's current or prospective customer lists and arrangements, equipment and methods used or preferred by the Company Group's customers;
  - (iv) Any information concerning the Company Group's use of computer software, source code, object code, or algorithms retained in the Company Group's computer or computer systems;
  - (v) Any information supplied to or acquired by the Company Group under an obligation to keep such information confidential, including without limitation Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA); and
  - (vi) Any information known by Executive to (x) have value to any member of the Company Group and (y) not be generally available to the public.

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Executive hereby acknowledges that some of this information may not be a “trade secret” under applicable law. Nevertheless, Executive agrees not to disclose it except as otherwise permitted under this Agreement.

- (g) Injunctive Relief. Executive further expressly acknowledges and agrees that any breach or threatened breach of the provisions of this Section 5 shall entitle any member of the Company Group, in addition to any other legal remedies available to it, to seek injunctive relief, to prevent any violation of this Section 5 without the necessity of any member of the Company Group posting bond or furnishing other security and without proving special damages or irreparable injury. Executive recognizes, acknowledges and agrees that the Company Group’s right to seek such injunctive relief is necessary to protect the Company Group’s interest.
  - (h) Severability. If any provision or provisions of this Section 5 shall be void, unlawful or unenforceable in whole or in part, such provision or provisions shall be deemed stricken from this Agreement, but this Section 5 and Agreement shall not otherwise be affected and the remaining provisions shall continue in full force and effect.
6. Return of Company Property. Executive represents and warrants that, on or before the 14th day following the Termination Date, Executive will return to Company or leave behind in Executive’s office in Chicago, Illinois all formulas, correspondence, reports, computer programs and similar items, customer lists, marketing and sales data and all other materials pertaining to Confidential Information, and all copies thereof, obtained by Executive during the period of Executive’s employment with Company which are in Executive’s possession or under his control. Executive further agrees that he will not make or retain any copies of any of the foregoing. Notwithstanding the foregoing, Executive shall be allowed to retain Executive’s Company-issued laptop if Executive cooperates with Company to ensure that Company shall have access to such laptop to remove from such laptop all software, files and other information pertaining to Company.
7. Non-Disparagement. Executive agrees not to make any adverse or disparaging comments (oral or written, including but not limited to, via any form of electronic media) about Company, its affiliates, or any of their respective officers, directors, managers or employees which may tend to impugn or injure their reputation, goodwill and relationships with their past, present and future customers, employees, vendors, investors and with the business community generally. Company agrees that its executive officers and directors shall not make any adverse or disparaging comments about Executive which may tend to impugn or injure Executive’s reputation and, upon Company having knowledge that an officer of the Company is making adverse or disparaging comments about Executive which may tend to impugn or injure Executive’s reputation, the Company shall promptly instruct such officer to cease making such comments. Nothing in this Section 7 is intended to prohibit, limit or prevent Executive or Company’s officers or directors from providing truthful testimony in a court of law, to a regulatory or law enforcement agency or pursuant to a properly issued subpoena, and such testimony would not be deemed to be a violation of this Section 7. Company and Executive shall agree upon mutually satisfactory initial internal and external statements.

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8. Change of Control. If, during the period beginning on the Termination Date and ending on the date twelve (12) months after the Termination Date, there is a Change of Control pursuant to clause (i) or (iii) of the definition thereof in the Employment Agreement, Company shall provide to Executive the payments and benefits per Section 4.5.2 of the Employment Agreement within ten (10) business days after such Change of Control (the date such pay and benefits are provided referred to herein as the “**COC Payment Date**”), but with such payments and benefits offset by (a) the payments and benefits previously received by Executive per Section 2 above and (b) the payments and benefits to be received by Executive per Section 2 above on or after the COC Payment Date. Company shall provide written notice to Executive of the Change of Control within five (5) business days after the date that the Change of Control occurs. The payments and benefits provided under this Section 8 are contingent upon Executive’s compliance with the terms of this Agreement, including without limitation Sections 4(a), 5, 6, 7 and 9. For the avoidance of doubt, if this Section 8 triggers Executive’s receipt of payments and benefits pursuant to Section 4.5.2 of the Employment Agreement, the performance-based equity award described in Schedule 1, Row E would vest at target level. Notwithstanding the foregoing provisions in this Section 8, the performance-based equity award described in Schedule 1, Row G shall be subject to the satisfaction of the performance-based vesting conditions contained in such award.
9. Cooperation. Subject to his own employment obligations at the time, Executive agrees to use his best efforts to cooperate with reasonable requests of Company and its counsel with respect to matters with which Executive was directly and substantially involved during his employment with Company. Subject to the foregoing, such cooperation may include appearing from time to time at the offices of Company or Company’s counsel in Chicago, Illinois, for conferences and interviews and in generally providing the officers of Company and its counsel with the full benefit of Executive’s knowledge with respect to any such matter. Executive agrees to render such cooperation at such times as may be mutually agreeable to the parties. The Company shall compensate Executive for Executive’s time at a rate of \$500 per hour. In addition, Company shall reimburse Executive for his reasonable out-of-pocket costs and expenses.
10. Waiver of Any Re-Employment Right. Executive waives all interest in and right to reinstatement or re-employment with Company and any of its affiliates and agrees that any application for re-employment may be rejected without explanation or liability pursuant to this provision.
11. Miscellaneous.
- (a) Binding Effect. This Agreement shall be binding upon each of the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors and assigns.

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- (b) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to the conflict of law provisions of any jurisdiction.
  - (c) Dispute Resolution. Executive expressly acknowledges and agrees that Section 9.9 (“Dispute Resolution and Arbitration”) of the Employment Agreement remains in full force and effect.
  - (d) Scope of Agreement. This Agreement and, as indicated, the Employment Agreement reflect the entire agreement between Executive and Company with respect to the terms and conditions of Executive’s employment relationship with Company and the termination of such employment relationship and, except as specifically provided herein, supersede all prior agreements and understandings, written or oral relating to the subject matter hereof.
  - (e) Notices. Any notice pertaining to this Agreement shall be in writing and shall be given in accordance with Section 9.6 of the Employment Agreement.
  - (f) Waiver of Breach. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by such party. Continuation of benefits hereunder by Company following a breach by Executive of any provision of this Agreement shall not preclude Company from thereafter exercising any right that it may otherwise independently have to terminate said benefits based upon the same violation.
  - (g) Amendment. This Agreement may not be modified or amended except by a writing signed by Executive and an authorized member of the Board of Directors of the Company.
  - (h) Counterparts. This Agreement may be signed manually or via electronic signature and in multiple counterparts, each of which shall be deemed an original. Any executed counterpart returned by facsimile or PDF shall be deemed an original executed counterpart.
  - (i) No Third Party Beneficiaries. Unless specifically provided herein, the provisions of this Agreement are for the sole benefit of the parties to this Agreement and are not intended to confer upon any person not a party to this Agreement any rights hereunder.
  - (j) Terms and Construction. Each party has cooperated in the drafting and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
  - (k) Admissions. Nothing in this Agreement is intended to be, or will be deemed to be, an admission of liability by Executive or Company to each other, or an admission that they or any of their agents, affiliates, or employees have violated any state, federal or local statute, regulation or ordinance or any principle of common law of any jurisdiction, or that they have engaged in any wrongdoing towards each other.

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- (l) Withholding. Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to applicable laws or regulations.
  - (m) Calculations. The terms of Schedule 1 are intended to provide Executive the payments and benefits due per the terms of Section 4.5.1 of the Employment Agreement and other applicable compensation-related documents per terms applicable to a termination of Executive's employment without Cause. In the event of manifest error in any calculation reflected on Schedule 1, Company and Executive agree that the calculation shall be corrected and Executive provided the correct payment or benefit.
  - (n) Section 409A of the Code. Executive expressly acknowledges and agrees that Section 9.14 ("**Section 409A of the Code**") of the Employment Agreement remains in full force and effect and shall apply to this Agreement. Executive is a "specified employee" of Company and its affiliates (as defined in Treasury Regulation Section 1.409A-1(i)), and Executive is therefore subject to a delay in payment until the expiration of the six (6) month period following the date of Executive's separation from service from Company (pursuant to Treasury Regulation Section 1.409A-3(i)(2)(ii)) to receive payments provided hereunder to the extent such amounts are subject to Section 409A ("**Section 409A**") of the Internal Revenue Code of 1986, as amended.

*Signature page is the next page.*

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*Signature Page to Separation Agreement*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Richard J. Poulton

Name: Richard J. Poulton

Title: Chief Financial Officer

EXECUTIVE:

/s/ Glen E. Tullman

Glen E. Tullman

**SEPARATION AGREEMENT**

This Separation Agreement (this “**Agreement**”) is effective as of the 19th day of December, 2012 (the “**Effective Date**”), by and between Lee Shapiro (“**Executive**”) and Allscripts Healthcare Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (formerly known as Allscripts-Misys Healthcare Solutions, Inc., “**Company**”). Terms used in this Agreement but not specifically defined herein shall have the same meaning as in the Employment Agreement (defined below).

WHEREAS, Company and Executive entered into an Employment Agreement dated March 17, 2008 and amended on July 31, 2010 and June 5, 2012 (the “**Employment Agreement**”); and

WHEREAS, Company and Executive desire to set forth the terms of Executive’s termination of employment, severance benefits and other matters related thereto.

NOW, THEREFORE, in consideration of the foregoing premises, of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination Date.** As of the close of business on December 19, 2012 (the “**Termination Date**”), Executive’s service as an officer and employment with Company is terminated and Executive irrevocably resigns from all other positions with, and boards of directors of, the Company and any subsidiaries and affiliated companies of Company.
2. **Severance Pay and Benefits.** Executive’s termination of employment is by mutual agreement of the parties and shall be treated as a Termination without Cause pursuant to Section 4.3 of the Employment Agreement. Subject to Executive’s compliance with the terms of this Agreement, Executive shall receive:
  - (a) Payment of any Base Salary amounts that have accrued but have not yet been paid as of the Termination Date, payment for any vacation that has accrued but not been used as of the Termination Date and the unpaid Performance Bonus, if any, with respect to the Fiscal Year preceding the Fiscal Year in which the Termination Date occurs, pursuant to Section 4.5.1 of the Employment Agreement.
  - (b) The other payments and benefits set forth in Section 4.5.1 of the Employment Agreement, which are described and shall be paid or provided in accordance with the terms of Schedule 1 attached to this Agreement. In consideration of the consulting agreement being entered into concurrently with this Agreement (the “**Consulting Agreement**”), the equity vesting in Schedule 1 includes six additional months.
  - (c) Reimbursement of reasonable professional fees incurred by Executive in regard to his separation from Company, subject to a maximum of \$10,000, to be paid (i) within fourteen (14) days after Company receives documentation of such expenses and (ii) in accordance with the last paragraph of Section 10.14 of the Employment Agreement.

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- (d) All expenses incurred by Executive prior to the Termination Date that are reimbursable pursuant to Section 3.4 of the Employment Agreement. Such expenses shall be paid (i) within fourteen (14) days after Company receives documentation of such expenses and (ii) in accordance with the last paragraph of Section 10.14 of the Employment Agreement.
3. No Other Payments. Executive expressly acknowledges and agrees that, other than as specifically provided for in this Agreement and on Schedule 1, no additional payments or benefits are due from Company on any basis whatsoever. Notwithstanding the foregoing, the Executive is not releasing (i) Executive's rights and any claim to benefits under any employee pension or welfare benefit plans of the Company or its affiliates or (ii) Executive's rights to indemnification (including the immediate advancement of all legal fees with respect to any claim for indemnification) or reimbursement of expenses under Sections 3.3.5 and 9 of the Employment Agreement or Company's certificate of incorporation or bylaws or applicable insurance policies or (iii) Executive's right to payment under the Consulting Agreement.
4. Release.
- (a) The benefits and payments to Executive provided under this Agreement are subject to Executive's execution of (without revocation) and delivery to Company by the forty-fifth (45th) day following the Termination Date (the "**Consideration Period**") of a release and waiver (the "**Release**") in the form attached hereto as Exhibit A; provided however that if Executive does not execute and deliver a release to Company prior to the expiration of the Consideration Period or if Executive revokes the release in accordance with its terms, the shares acquired upon settlement of the restricted stock units set forth on Schedule 1 shall be immediately cancelled by the Company; provided further that, prior to the expiration of the Consideration Period and the Release revocation period, the Executive shall not transfer the shares acquired upon settlement of the restricted stock units set forth on Schedule 1 and, in the event of any transfer in violation of this Section 4(a), such shares shall be immediately cancelled by Company.
- (b) Subject to the expiration of the revocation period under the Release and in exchange for Executive's obligations under this Agreement, Company and its predecessors, parents, subsidiaries, divisions, related or affiliated companies, benefit plans, plan administrators and other plan fiduciaries, officers, directors, stockholders, successors, assigns, representatives, agents and counsel hereby agree not to sue Executive for any actions not rising to the level of Non-Released Conduct (as defined below) or based upon the facts that are known on the date of this Agreement by any director of the Company (not including Mr. Tullman) as of the date of this Agreement (the "**Known Facts**"), and agrees to release and forever discharge Executive from any and all torts, contracts, claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, attorneys' fees, and compensation in any form whatsoever, in law or in equity, which Company has or ever had (from the beginning of time through and including the

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Effective Date) against Executive, including without limitation on account of or in any way arising out of, relating to or in connection with Executive's employment by or separation of employment from Company, and any and all claims for damages or injury to any entity, person, property or reputation arising therefrom, and any claim under any federal, state or local law, statute, ordinance, guideline, regulation, order or common-law principle of any state, but only to the extent such torts, contracts, claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, attorneys' fees, and compensation are based upon Known Facts or do not rise to the level of Non-Released Conduct; provided, however, nothing herein precludes Company from enforcing its rights under this Agreement or its rights to recover taxes, advances or reimbursement of expenses if such taxes, advances or expense reimbursements were provided to Executive in violation of law or then-current Company policy; provided, further, that nothing contained in this Section 4(b) shall apply to, or release Executive from, any obligation or commitment of Executive contained in this Agreement or otherwise arising after the date of this Agreement. "Non-Released Conduct" means (i) any breach of Executive's duty of loyalty to Company or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) actions under Section 174 of the Delaware General Corporation Law or (iv) actions relating to any transaction from which Executive derived an improper personal benefit.

5. Restrictive Covenants. Executive expressly acknowledges and agrees that Section 5 ("**Noncompetition and Confidentiality**") of the Employment Agreement is replaced in its entirety by this Section 5. The growth and development of Company and its affiliates and subsidiaries (collectively, the "**Company Group**") depends to a significant degree on the possession and protection of its customer lists, customer information and other confidential and proprietary information relating to the Company Group's products, production methods, research and development and marketing. All Company Group employees and others engaged to perform services for the Company Group have a common interest and responsibility in seeing that such customer information and other confidential information is not disclosed to any unauthorized persons or used other than for the Company Group's benefit. Therefore, in consideration for the payments and benefits provided under Section 2 and on Schedule 1 and other mutual promises contained herein:
- (a) Non-Solicitation; No-Hire. Executive acknowledges that the identity and particular needs of the Company Group's customers are not generally known in the health care information technology and consulting industry; that the Company Group has near permanent relationships with, and a proprietary interest in the identity of, its customers and their particular needs and requirements; and that documents and information regarding the Company Group's pricing, sales, costs and specialized requirements of the Company Group's customers are highly confidential and constitute trade secrets. Accordingly, Executive covenants and agrees, which covenant and agreement is the essence of this Section 5 and the benefits and mutual promises provided under this Agreement, that for a period of eighteen (18) months after the

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Termination Date, Executive will not, except on behalf of the Company Group, directly or indirectly: (i) call on or solicit any Prospects or any accounts or customers of the Company Group which Executive called upon, solicited or sold to while employed by the Company Group, for the purpose of soliciting, selling and/or providing, to any such Prospect, account or customer, any products or services in competition with any products or services then-being sold by the Company Group; and (ii) solicit, or accept if offered to Executive, with or without solicitation, the services of any person who is an Employee of the Company Group, nor solicit any Employee of the Company Group to terminate employment with the Company Group, nor agree to hire any Employee of the Company Group into employment with Executive or any other person or entity. Executive agrees not to solicit in violation of clause (i) above such Prospects, accounts, customers or employees for Executive or for any other person, corporation, partnership or other business entity. “**Prospects**” means entities or individuals which have had direct contact with Executive for the purpose of having such entity or individual enter into a relationship with a member of the Company Group for the purpose of providing products or services to such entity or individual. “Employee” means any person who is or was employed by Company Group during the Employment Period; provided, however, that “Employee” shall not include any person (a) whose employment with Company Group was terminated by Company Group without cause or (b) who was not employed by Company Group at any time during the six (6) month period immediately prior to the Termination Date.

- (b) Non-Interference with Business Relationships. For a period of eighteen (18) months after the Termination Date, Executive will not interact with any person or entity with which the Company Group has a business relationship as of the Termination Date, if such interaction is with the intent of affecting such relationship or potential relationship in a manner adverse to the Company Group.
- (c) Non-Competition. In consideration of Executive’s access to and entrustment of Confidential Information (as defined below) and trade secrets, the benefits provided hereunder and other mutual promises contained herein, and as a condition precedent to such benefits provided hereunder, Executive agrees that for a period of eighteen (18) months after the Termination Date, Executive shall not, directly or indirectly, for Executive’s own benefit or for the benefit of others, render services for a Competing Organization anywhere within the Restricted Territory. The prohibitions in this Section 5(c) apply regardless of where such services physically are rendered.

For purposes of this Agreement, “**Competing Organization**” means (i) persons or organizations, including Executive, engaged in or, to Executive’s knowledge, about to be engaged in, research or development, production, distribution, marketing, providing or selling electronic medical record or practice management software or revenue cycle management software for ambulatory or acute care environments or (ii) any of the organizations identified in a letter from the Company of even date herewith relating to this subject matter.

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For purposes of this Agreement, “**Restricted Territory**” means (i) within the United States and within each country in which the Company Group has conducted business in the prior twenty-four (24) month period, but if such area is determined by judicial action to be too broad, then it shall mean (ii) within the continental United States, but if such area is determined by judicial action to be too broad, then it shall mean (iii) within any geographic region in which Executive has performed services for the Company Group during the last two (2) years of Executive’s employment with the Company Group. Executive agrees that in the event a court determines the length of time or the geographic area or activities prohibited under this Section 5 are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.

- (d) Reasonableness of Restriction.
- (i) Executive acknowledges that the foregoing non-solicitation and non-competition restrictions placed upon Executive are necessary and reasonable, and that it has been made clear to Executive that Executive’s compliance with Section 5 of this Agreement is a material condition to the payments and benefits provided to Executive pursuant to Section 2 and Schedule 1 of this Agreement. Executive further acknowledges and agrees that, if Executive breaches any of the requirements of subsections (a), (b) and (c) of this Section 5, the restricted periods set forth therein shall be tolled during the time of such breach.
  - (ii) Executive further acknowledges and agrees that the Company Group has attempted to impose the restrictions contained hereunder only to the extent necessary to protect the Company Group from unfair competition. However, should the scope or enforceability of the restrictive covenant be disputed at any time, Executive specifically agrees that a court may modify or enforce the covenant to the full extent it believes to be reasonable under the circumstances existing at the time.
- (e) Non-Disclosure. Executive further agrees that prior to and after the Termination Date, Executive will not use for himself or for others or divulge or convey to any other person (except those persons designated by the Company Group) any Confidential Information (as defined below) obtained by Executive during the period of Executive’s employment with the Company Group or thereafter pursuant to Section 9. Executive agrees to observe all Company policies and procedures that are in effect as of the Termination Date concerning such Confidential Information. Executive agrees that, except as may be permitted by written Company policies, Executive will not remove from Company’s premises any of such Confidential Information without the written authorization of the Company Group. Executive further agrees not to disclose or use after the Termination Date any Confidential Information unless hereafter specifically authorized to do so by the Company Group in writing, except that Executive may disclose and use such information when necessary in the performance of Executive’s duties for the Company Group. Executive’s obligations under this Agreement will continue with respect to Confidential Information until such

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information becomes generally available from public sources through no fault of Executive's. Notwithstanding the foregoing, Executive may disclose Confidential Information if Executive is legally compelled by subpoena or otherwise, or is required by a regulatory body to make any disclosure that is otherwise prohibited by this subsection (e), in which case Executive will promptly notify the Company Group so that the Company Group may seek a protective order or other appropriate remedy if the Company Group deems such protection or remedy necessary under the circumstances. Subject to the foregoing, Executive may furnish only that portion of Confidential Information that Executive is legally compelled or required to disclose.

- (f) **Definition of Confidential Information.** As used herein, "**Confidential Information**" shall include, but is not limited to, the following categories of information, knowledge, or data currently known relating to the Company Group's business which is not in the public domain or otherwise publicly available (other than as result of a wrongful act of an agent or employee of the Company Group):
- (i) Any information concerning the Company Group's development methodologies or processes, products, suppliers or vendors, services, research and development, new product development, inventions, technological and engineering data, formulas, production plans and methods, and any related technical or manufacturing information;
  - (ii) Any information concerning the Company Group's financial or profit data, pricing and cost formulas, marketing information, sales representative or distributor lists, and any information relating to corporate developments (including possible acquisitions and divestitures);
  - (iii) Any information concerning the Company Group's current or prospective customer lists and arrangements, equipment and methods used or preferred by the Company Group's customers;
  - (iv) Any information concerning the Company Group's use of computer software, source code, object code, or algorithms retained in the Company Group's computer or computer systems;
  - (v) Any information supplied to or acquired by the Company Group under an obligation to keep such information confidential, including without limitation Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA); and
  - (vi) Any information known by Executive to (x) have value to any member of the Company Group and (y) not be generally available to the public.

Executive hereby acknowledges that some of this information may not be a "trade secret" under applicable law. Nevertheless, Executive agrees not to disclose it except as otherwise permitted under this Agreement.

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- (g) Injunctive Relief. Executive further expressly acknowledges and agrees that any breach or threatened breach of the provisions of this Section 5 shall entitle any member of the Company Group, in addition to any other legal remedies available to it, to seek injunctive relief, to prevent any violation of this Section 5 without the necessity of any member of the Company Group posting bond or furnishing other security and without proving special damages or irreparable injury. Executive recognizes, acknowledges and agrees that the Company Group's right to seek such injunctive relief is necessary to protect the Company Group's interest.
- (h) Severability. If any provision or provisions of this Section 5 shall be void, unlawful or unenforceable in whole or in part, such provision or provisions shall be deemed stricken from this Agreement, but this Section 5 and Agreement shall not otherwise be affected and the remaining provisions shall continue in full force and effect.
6. Return of Company Property. Executive represents and warrants that, on or before the 14<sup>th</sup> day following the expiration of the consulting period set forth in the Consulting Agreement, Executive will return to Company or leave behind in Executive's office in Chicago, Illinois all formulas, correspondence, reports, computer programs and similar items, customer lists, marketing and sales data and all other materials pertaining to Confidential Information, and all copies thereof, obtained by Executive during the period of Executive's employment with Company which are in Executive's possession or under his control. Executive further agrees that he will not make or retain any copies of any of the foregoing. Notwithstanding the foregoing, Executive shall be allowed to retain Executive's Company-issued laptop if Executive cooperates with Company to ensure that Company shall have access to such laptop to remove from such laptop all software, files and other information pertaining to Company.
7. Non-Disparagement. Executive agrees not to make any adverse or disparaging comments (oral or written, including but not limited to, via any form of electronic media) about Company, its affiliates, or any of their respective officers, directors, managers or employees which may tend to impugn or injure their reputation, goodwill and relationships with their past, present and future customers, employees, vendors, investors and with the business community generally. Company agrees that its executive officers and directors shall not make any adverse or disparaging comments about Executive which may tend to impugn or injure Executive's reputation and, upon Company having knowledge that an officer of the Company is making adverse or disparaging comments about Executive which may tend to impugn or injure Executive's reputation, the Company shall promptly instruct such officer to cease making such comments. Nothing in this Section 7 is intended to prohibit, limit or prevent Executive or Company's officers or directors from providing truthful testimony in a court of law, to a regulatory or law enforcement agency or pursuant to a properly issued subpoena, and such testimony would not be deemed to be a violation of this Section 7. Company and Executive shall agree upon mutually satisfactory initial internal and external statements.

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8. Change of Control. If, during the period beginning on the Termination Date and ending on the date twelve (12) months after the Termination Date, there is a Change of Control pursuant to clause (i) or (iii) of the definition thereof in the Employment Agreement, Company shall provide to Executive the payments and benefits per Section 4.5.2 of the Employment Agreement within ten (10) business days after such Change of Control (the date such pay and benefits are provided referred to herein as the “**COC Payment Date**”), but with such payments and benefits offset by (a) the payments and benefits previously received by Executive per Section 2 above and (b) the payments and benefits to be received by Executive per Section 2 above on or after the COC Payment Date. Company shall provide written notice to Executive of the Change of Control within five (5) business days after the date that the Change of Control occurs. The payments and benefits provided under this Section 8 are contingent upon Executive’s compliance with the terms of this Agreement, including without limitation Sections 4(a), 5, 6, 7 and 9. For the avoidance of doubt, if this Section 8 triggers Executive’s receipt of payments and benefits pursuant to Section 4.5.2 of the Employment Agreement, the performance-based equity award described in Schedule 1, Row E would vest at target level.
9. Cooperation. Subject to his own employment obligations following the expiration of the Consulting Period, Executive agrees to use his best efforts to cooperate with reasonable requests of Company and its counsel with respect to matters with which Executive was directly and substantially involved during his employment with Company. Subject to the foregoing, such cooperation may include appearing from time to time at the offices of Company or Company’s counsel in Chicago, Illinois, for conferences and interviews and in generally providing the officers of Company and its counsel with the full benefit of Executive’s knowledge with respect to any such matter. Executive agrees to render such cooperation at such times as may be mutually agreeable to the parties. Following the expiration of the Consulting Period, Company shall compensate Executive for Executive’s time at a rate of \$500 per hour.
10. Waiver of Any Re-Employment Right. Executive waives all interest in and right to reinstatement or re-employment with Company and any of its affiliates and agrees that any application for re-employment may be rejected without explanation or liability pursuant to this provision.
11. Miscellaneous.
- (a) Binding Effect. This Agreement shall be binding upon each of the parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors and assigns.
- (b) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to the conflict of law provisions of any jurisdiction.

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- (c) Dispute Resolution. Executive expressly acknowledges and agrees that Section 10.9 (“Dispute Resolution and Arbitration”) of the Employment Agreement remains in full force and effect.
  - (d) Scope of Agreement. This Agreement and, as indicated, the Employment Agreement reflect the entire agreement between Executive and Company with respect to the terms and conditions of Executive’s employment relationship with Company and the termination of such employment relationship and, except as specifically provided herein, supersede all prior agreements and understandings, written or oral relating to the subject matter hereof.
  - (e) Notices. Any notice pertaining to this Agreement shall be in writing and shall be given in accordance with Section 10.6 of the Employment Agreement.
  - (f) Waiver of Breach. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by such party. Continuation of benefits hereunder by Company following a breach by Executive of any provision of this Agreement shall not preclude Company from thereafter exercising any right that it may otherwise independently have to terminate said benefits based upon the same violation.
  - (g) Amendment. This Agreement may not be modified or amended except by a writing signed by Executive and an authorized member of the Board of Directors of the Company.
  - (h) Counterparts. This Agreement may be signed manually or via electronic signature and in multiple counterparts, each of which shall be deemed an original. Any executed counterpart returned by facsimile or PDF shall be deemed an original executed counterpart.
  - (i) No Third Party Beneficiaries. Unless specifically provided herein, the provisions of this Agreement are for the sole benefit of the parties to this Agreement and are not intended to confer upon any person not a party to this Agreement any rights hereunder.
  - (j) Terms and Construction. Each party has cooperated in the drafting and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
  - (k) Admissions. Nothing in this Agreement is intended to be, or will be deemed to be, an admission of liability by Executive or Company to each other, or an admission that they or any of their agents, affiliates, or employees have violated any state, federal or local statute, regulation or ordinance or any principle of common law of any jurisdiction, or that they have engaged in any wrongdoing towards each other.

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- (l) Withholding. Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to applicable laws or regulations.
  - (m) Calculations. The terms of Schedule 1 are intended to provide Executive the payments and benefits due per the terms of Section 4.5.1 of the Employment Agreement and other applicable compensation-related documents per terms applicable to a termination of Executive's employment without Cause. In the event of manifest error in any calculation reflected on Schedule 1, Company and Executive agree that the calculation shall be corrected and Executive provided the correct payment or benefit.
  - (n) Section 409A of the Code. Executive expressly acknowledges and agrees that Section 10.14 ("**Section 409A of the Code**") of the Employment Agreement remains in full force and effect and shall apply to this Agreement. Executive is a "specified employee" of Company and its affiliates (as defined in Treasury Regulation Section 1.409A-1(i)), and Executive is therefore subject to a delay in payment until the expiration of the six (6) month period following the date of Executive's separation from service from Company (pursuant to Treasury Regulation Section 1.409A-3(i)(2)(ii)) to receive payments provided hereunder to the extent such amounts are subject to Section 409A ("**Section 409A**") of the Internal Revenue Code of 1986, as amended.

*Signature page is the next page.*

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*Signature Page to Separation Agreement*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Richard J. Poulton

Name: Richard J. Poulton

Title: Chief Financial Officer

EXECUTIVE:

/s/ Lee Shapiro

Lee Shapiro

## CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered into as of December 19, 2012 between Allscripts Healthcare Solutions, Inc., a Delaware corporation (the "Company"), and Glen E. Tullman (the "Consultant").

WHEREAS, the Company desires to obtain the benefit of the Consultant's knowledge and experience by retaining the Consultant, and the Consultant desires to accept such position, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Consultant hereby agree as follows:

**1. Term of Agreement.** The Company hereby agrees to retain the Consultant as a consultant, and the Consultant hereby agrees to be retained by the Company, upon the terms and subject to the conditions hereof for the period commencing on December 19, 2012 (the "Effective Date") and ending on March 31, 2013 (the "Consulting Period").

**2. Consulting Services.** During the Consulting Period, the Consultant shall make himself available to perform consulting services with respect to the businesses conducted by the Company. The Consultant shall take his direction as a consultant solely from the Board of Directors of the Company or the Company's Chief Executive Officer. The Consultant shall comply with reasonable requests for the Consultant's consulting services for up to 5 days during any month during the Consulting Period (for an aggregate maximum of 15 days) and shall devote reasonable care to the performance of such consulting services; provided, however, that if the Consultant enters into a full-time employment relationship during the Consulting Period, any consulting services shall be solely at the Consultant's discretion. Absent mutual agreement of the parties, the Consultant's obligations under this Agreement shall be deemed fulfilled upon the earlier of (a) March 31, 2013; (b) the completion of the aggregate maximum of 15 days of service; or (c) the completion of the 5<sup>th</sup> day of services rendered after March 1, 2013. Notwithstanding anything herein to the contrary, the Company and the Consultant agree that in no event shall the level of consulting services to be provided by the Consultant pursuant to this Section 2 exceed more than 20% of the average level of services performed by the Consultant for the Company and its affiliated "service recipients" (within the meaning of Treasury regulation §1.409A-1(h)(3)) over the immediately preceding 36-month period.

**3. Independent Contractor Status.** The Consultant shall perform the consulting services described in Section 2 hereof as an independent contractor without the power to bind or represent the Company for any purpose whatsoever. The Consultant shall not, by virtue of being a consultant hereunder, be eligible to receive any employee benefits for which officers or other employees of the Company are eligible at any time. The Consultant hereby acknowledges his separate responsibility for all federal and state withholding taxes, Federal Insurance Contribution Act taxes and workers' compensation and unemployment compensation taxes, if applicable, and agrees to indemnify and hold the Company harmless from any claim or liability therefor.

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**4. Compensation.** As compensation for the consulting services to be performed by the Consultant hereunder, the Company shall pay the Consultant a consulting fee at the rate of \$3,000 per day. Subject to the prior approval of the Company, the Company shall reimburse the Consultant in accordance with the Company's policies and procedures for all proper expenses incurred by the Consultant in the performance of his consulting duties during the Consulting Period.

**5. Confidentiality.** The Consultant agrees that the non-disclosure obligations set forth in Section 5(e) of the Separation Agreement between the parties of even date herewith (the "Separation Agreement") shall apply to any Confidential Information (as defined in the Separation Agreement) received by the Consultant during the Consulting Period.

**6. No Setoff.** The Company acknowledges and agrees that the Company is not entitled to offset the payment of any severance or benefits owed to the Consultant in respect of any alleged breach by the Consultant of this Agreement. In the event of any such claim by the Company, the Company shall pay the Consultant's reasonable attorneys' fees and costs (as incurred) to enforce his rights to the payments contemplated by the Separation Agreement.

**7. Indemnification.** During the Consulting Period, the Company shall, to the same extent contemplated by Sections 3.3.6 and 8 of the Employment Agreement dated July 31, 2010 and amended on June 5, 2012, between the Consultant and the Company or the Company's certificate of incorporation or bylaws or applicable insurance policies, indemnify and hold the Consultant harmless (including the advancement of attorneys' fees and costs) from any and all threatened or actual claims and liabilities arising out of the Consultant's provision of services under this Agreement.

**8. Notices; Dispute Resolution.** Sections 9.6 (Notices) and 9.9 (Dispute Resolution and Arbitration) of the Employment Agreement dated as of July 31, 2010 and amended on June 5, 2012, between the Company and the Consultant shall be applicable to this Agreement.

**9. Successors and Assigns.** This Agreement shall be enforceable by the Consultant and his heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns.

**10. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without regard to principles of conflict of laws.

**11. Amendment and Waiver.** The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Consultant, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

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**12. Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

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

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Richard J. Poulton  
Name: Richard J. Poulton  
Title: Chief Financial Officer

GLEN E. TULLMAN

/s/ Glen E. Tullman

**CONSULTING AGREEMENT**

This Consulting Agreement (this "Agreement") is entered into as of December 19, 2012 between Allscripts Healthcare Solutions, Inc., a Delaware corporation (the "Company"), and Lee Shapiro (the "Consultant").

WHEREAS, the Company desires to obtain the benefit of the Consultant's knowledge and experience by retaining the Consultant, and the Consultant desires to accept such position, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Consultant hereby agree as follows:

**1. Term of Agreement.** The Company hereby agrees to retain the Consultant as a consultant, and the Consultant hereby agrees to be retained by the Company, upon the terms and subject to the conditions hereof for the period commencing on December 19, 2012 (the "Effective Date") and ending on June 30, 2013, unless earlier terminated by the Company upon written notice to the Consultant (the "Consulting Period").

**2. Consulting Services.** During the Consulting Period, the Consultant shall perform consulting services on a full-time basis with respect to the businesses conducted by the Company and transactions involving the Company. Consultant shall take his direction as a consultant solely from the Board of Directors of the Company or the Company's Chief Executive Officer. The Consultant shall devote reasonable care to the performance of such consulting services. Notwithstanding anything herein to the contrary, the Company and the Consultant agree that the services to be provided by the Consultant pursuant to this Agreement are expected to exceed more than 20% of the average level of services performed by the Consultant for the Company and its affiliated "service recipients" (within the meaning of Treasury regulation §1.409A-1(h)(3)) over the immediately preceding 36-month period.

**3. Independent Contractor Status.** The Consultant shall perform the consulting services described in Section 2 hereof as an independent contractor without the power to bind or represent the Company for any purpose whatsoever. The Consultant shall not, by virtue of being a consultant hereunder, be eligible to receive any employee benefits for which officers or other employees of the Company are eligible at any time. The Consultant hereby acknowledges his separate responsibility for all federal and state withholding taxes, Federal Insurance Contribution Act taxes and workers' compensation and unemployment compensation taxes, if applicable, and agrees to indemnify and hold the Company harmless from any claim or liability therefor.

**4. Compensation.** As compensation for the consulting services to be performed by the Consultant hereunder, the Company shall pay the Consultant at a rate of \$100,000 per month, payable in equal bi-weekly installments (or, in the case of any period of less than two weeks, the applicable pro-rata portion), during the Consulting Period. Subject to the prior approval of the Company, the Company shall reimburse the Consultant in accordance

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with the Company's policies and procedures for all proper expenses incurred by the Consultant in the performance of his consulting duties during the Consulting Period. During the Consulting Period, the Company shall also pay the Consultant's portion of his health and/or dental insurance premiums under the Company's applicable policies.

**5. Confidentiality.** The Consultant agrees that the non-disclosure obligations set forth in Section 5(e) of the Separation Agreement between the parties of even date herewith (the "Separation Agreement") shall apply to any Confidential Information (as defined in the Separation Agreement) received by the Consultant during the Consulting Period.

**6. Inventions.** The Consultant hereby assigns to the Company his entire right, title and interest in and to all discoveries and improvements, patentable or otherwise, trade secrets and ideas, writings and copyrightable material, which may be conceived by the Consultant or developed or acquired by him during the Consulting Period, which may pertain directly or indirectly to the business of the Company or any of its subsidiaries. The Consultant agrees to disclose fully all such developments to the Company upon its request, which disclosure shall be made in writing promptly following any such request. The Consultant shall, upon the Company's request, execute, acknowledge and deliver to the Company all instruments and do all other acts which are necessary or desirable to enable the Company or any of its subsidiaries to file and prosecute applications for, and to acquire, maintain and enforce, all patents, trademarks and copyrights in all countries.

**7. No Setoff.** The Company acknowledges and agrees that the Company is not entitled to offset the payment of any severance or benefits owed to the Consultant in respect of any alleged breach by the Consultant of this Agreement, including but not limited to benefits owed to the Consultant under his Separation Agreement dated December 19, 2012. In the event of any such claim by the Company, the Company shall pay the Consultant's reasonable attorneys' fees and costs (as incurred) to enforce his rights to the payments contemplated by the Separation Agreement.

**8. Indemnification.** During the Consulting Period, the Company shall, to the same extent contemplated by Sections 3.3.5 and 9 of the Employment Agreement dated March 17, 2008 and amended on July 31, 2010 and June 5, 2012, between the Consultant and the Company or the Company's certificate of incorporation or bylaws or applicable insurance policies, indemnify and hold harmless (including the advancement of attorneys' fees and costs) from any and all threatened or actual claims and liabilities arising out of the Consultant's provision of services under this Agreement.

**9. Notices; Dispute Resolution.** Sections 10.6 (Notices) and 10.9 (Dispute Resolution and Arbitration) of the Employment Agreement dated as of March 17, 2008 and amended on July 31, 2010 and June 5, 2012, between the Company and the Consultant shall be applicable to this Agreement.

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**10. Successors and Assigns.** This Agreement shall be enforceable by the Consultant and his heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns.

**11. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without regard to principles of conflict of laws.

**12. Amendment and Waiver.** The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Consultant, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

**13. Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

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

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By: /s/ Richard J. Poulton

Name: Richard J. Poulton

Title: Chief Financial Officer

LEE SHAPIRO

/s/ Lee Shapiro