

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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): June 8, 2010

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-32085
(Commission
File Number)

36-4392754
(IRS Employer
Identification No.)

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

As previously disclosed, on June 9, 2010, Allscripts-Misys Healthcare Solutions, Inc., a Delaware corporation (“Allscripts”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Eclipsys Corporation, a Delaware corporation (“Eclipsys”), and Arsenal Corp., a Delaware corporation and wholly owned subsidiary of Allscripts (“Merger Sub”). The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub will merge with and into Eclipsys, with Eclipsys surviving as a wholly owned subsidiary of Allscripts (the “Merger”). Upon the closing of the Merger (the “Closing”), Philip M. Pead, the President and CEO of Eclipsys, will become Chairman of the Board of Directors of Allscripts and a senior executive of Allscripts. Related to such employment, Mr. Pead has entered into an employment agreement (the “Employment Agreement”) with Allscripts that will become effective upon the Closing. Pursuant to the Employment Agreement, Mr. Pead will report to, and his duties will be assigned by, the Board of Directors of Allscripts, and his initial duties will be carried out in collaboration with the Allscripts Chief Executive Officer. The term of the Employment Agreement is three years from the Closing, with automatic one-year renewals unless notice of termination by either Mr. Pead or Allscripts is given at least 90 days prior to the expiration of the term. Mr. Pead’s annual base salary will be \$675,000, and his annual target bonus opportunity will be 100% of base salary. At the Closing, Mr. Pead’s outstanding Eclipsys stock option awards will fully vest and (per the Merger Agreement) convert to options on Allscripts stock. Upon a termination by Allscripts without Cause or by Mr. Pead for Constructive Discharge (as such terms are defined in the Employment Agreement), Mr. Pead will receive 12 months of continued base salary plus target bonus, 12 months of continued health and dental coverage and, with respect to outstanding equity awards, pro rata vesting of the current vesting tranche plus one additional year’s vesting. If such a termination occurs within two years after a Change of Control (as defined in the Employment Agreement) or within 180 days before a Change of Control and in connection with such event, Mr. Pead will receive two times the value of his annual base salary plus target bonus, 12 months of continued health and dental coverage and full vesting of outstanding equity awards. Mr. Pead will be subject to noncompetition and non-solicitation of employees covenants during his employment and for one year thereafter, as well as confidentiality restrictions and Allscripts stock ownership requirements.

The foregoing summary of the Employment Agreement is qualified in its entirety by the terms and conditions of the Employment Agreement, which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

On June 9, 2010, Allscripts signed a commitment letter (the “Commitment Letter”) with JPMorgan Chase Bank, N.A., Barclays Bank PLC, UBS Loan Finance LLC and certain of their affiliates for a \$570 million senior secured term loan facility and a \$150 million senior secured revolving facility. The Commitment Letter, including a summary of terms and conditions, is filed as Exhibit 10.2 to this report and is incorporated herein by reference.

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

In connection with the transactions contemplated by the Merger Agreement, Allscripts has established the Allscripts-Misys Healthcare Solutions, Inc. Incentive Retention Plan (the “Plan”). The purpose of the Plan is to retain certain highly qualified individuals in the employment of Allscripts, provide incentive and reward to such individuals to diligently and successfully complete the Merger, and to mitigate distractions to such individuals resulting from the Merger. The Plan will be administered by the Allscripts Compensation Committee, which is authorized to select the Plan’s participants. Approximately 170 employees will participate in the Plan, divided into five participation levels: the Blue, Green, Red, Orange and Yellow award levels. Participants in the Plan include the following Named Executive Officers of Allscripts: Glen Tullman, Lee Shapiro, Bill Davis and Laurie McGraw, as well as Eileen McPartland, Chief Operating Officer of Allscripts. The total value of the awards is 250%, 200%, 150% and 50% of a participant’s base salary for the Blue, Green, Red and Orange award levels, respectively. Awards for the Blue, Green, Red and Orange award levels consist of 50% cash and 50% performance-based restricted shares and will be paid out periodically over two years beginning at the Closing according to the terms applicable to a participant’s award level. The award for the Yellow award level is a 100% cash award equal to \$10,000, paid on the first anniversary of the Closing. The cash awards vest periodically over two years beginning on the date of the Closing as follows: 1/6 at each of the Closing and the 6, 12, 16, 20 and 24 month anniversaries of the Closing. The performance-based restricted shares vest at a target level of 50% in each of the years ended September 30, 2011 and 2012 based on the achievement of certain cost synergies and the booking of new integrated deals as established by the Compensation Committee or the Board of Directors of Allscripts. Awards for the Blue, Green, Red and Orange levels also will vest upon a termination due to death or disability, and, for the Blue, Green and Red levels, termination by Allscripts without cause or by the participant for constructive discharge. Awards not previously vested are otherwise forfeited upon termination of employment.

Important Information for Investors and Stockholders

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. This communication is being made in respect of the proposed merger transaction involving Allscripts-Misys Healthcare Solutions, Inc. (“Allscripts”) and Eclipsys Corporation (“Eclipsys”). In connection with the proposed transaction, Allscripts will file with the SEC a registration statement on Form S-4 and Allscripts and Eclipsys will mail a joint proxy statement/prospectus/information statement to their respective stockholders, and each will be filing other documents regarding the proposed transaction with the SEC as well. **BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS/ INFORMATION STATEMENT REGARDING THE PROPOSED TRANSACTION AND ANY OTHER RELEVANT DOCUMENTS CAREFULLY IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION.** The final joint proxy statement/prospectus/information statement will be mailed to Allscripts’ and Eclipsys’ stockholders. Investors and stockholders will be able to obtain a free copy of the joint proxy statement/prospectus/information statement, as well as other filings containing information about Allscripts and Eclipsys, without charge, at the SEC’s Internet site (<http://www.sec.gov>). Copies of the joint proxy statement/prospectus/information statement and the filings with the SEC that will be incorporated by reference in the joint proxy statement/prospectus/information statement can also be obtained, without charge, by directing a request to Allscripts’ Investor Relations Department at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654, or to Eclipsys’ Investor Relations Department at Three Ravinia Drive, Atlanta, Georgia 30348.

Allscripts and its directors and executive officers and other persons may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information regarding Allscripts’ directors and executive officers is available in Allscripts’ proxy statement for its 2009 annual meeting of stockholders and Allscripts’ Annual Report on Form 10-K for the year ended May 31, 2009, which were filed with the SEC on August 27, 2009 and July 30, 2009, respectively. Eclipsys’ and its directors and executive officers and other persons may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information regarding Eclipsys’ directors and executive officers is available in Eclipsys’ proxy statement for its 2010 annual meeting of stockholders and Eclipsys’ Annual Report on Form 10-K for the year ended December 31, 2009, which were filed with the SEC on March 26, 2010 and February 25, 2010, respectively. You can obtain free copies of these documents from Allscripts and Eclipsys using the contact information above. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus/information statement and other relevant materials to be filed with the SEC when they become available.

Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the federal securities laws. Statements regarding the benefits of the proposed transactions, including future financial and operating results, the combined company’s plans, objectives, expectations and intentions, platform and product integration, the connection and movement of data among hospitals, physicians, patients and others, merger synergies and cost savings, client attainment of “meaningful use” and accessibility of federal stimulus payments, enhanced competitiveness and accessing new client opportunities, market evolution, the benefits of the combined companies’ products and services, the availability of financing, future events, developments, future performance, as well as management’s expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements within the meaning of these laws. These forward-looking statements are subject to a number of risks and uncertainties, some of which are outlined below. As a result, actual results may vary materially from those anticipated by the forward-looking statements.

Such risks, uncertainties and other factors include, among other things: the ability to obtain governmental approvals of the merger on the proposed terms and schedule contemplated by the parties; the failure of Eclipsys’ stockholders to approve the Merger Agreement; the failure of Allscripts’ stockholders to approve the issuance of shares in the merger; the possibility that the proposed transaction does not close, including due to the failure to satisfy the closing conditions; the possibility that the expected synergies, efficiencies and cost savings of the proposed transaction will not be realized, or will not be realized within the expected time period; potential difficulties or delays in achieving platform and product integration and the connection and movement of data among hospitals, physicians, patients and others; the risk that the contemplated financing is unavailable; the risk that the Allscripts and Eclipsys businesses will not be integrated successfully; disruption from the proposed transaction making it more difficult to maintain business

and operational relationships; competition within the industries in which Allscripts and Eclipsys operate; failure to achieve certification under the Health Information Technology for Economic and Clinical Health Act could result in increased development costs, a breach of some customer obligations and put Allscripts and Eclipsys at a competitive disadvantage in the marketplace; unexpected requirements to achieve interoperability certification pursuant to the Certification Commission for Healthcare Information Technology could result in increased development and other costs for Allscripts and Eclipsys; the volume and timing of systems sales and installations, the length of sales cycles and the installation process and the possibility that Allscripts' and Eclipsys' products will not achieve or sustain market acceptance; the timing, cost and success or failure of new product and service introductions, development and product upgrade releases; competitive pressures including product offerings, pricing and promotional activities; Allscripts' and Eclipsys' ability to establish and maintain strategic relationships; undetected errors or similar problems in Allscripts' and Eclipsys' software products; the outcome of any legal proceeding that has been or may be instituted against Allscripts, Misys, plc or Eclipsys and others; compliance with existing laws, regulations and industry initiatives and future changes in laws or regulations in the healthcare industry, including possible regulation of Allscripts' and Eclipsys' software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; Allscripts' and Eclipsys' ability to attract and retain qualified personnel; the implementation and speed of acceptance of the electronic record provisions of the American Recovery and Reinvestment Act of 2009; maintaining Allscripts' and Eclipsys' intellectual property rights and litigation involving intellectual property rights; risks related to third-party suppliers and Allscripts' and Eclipsys' ability to obtain, use or successfully integrate third-party licensed technology; and breach of Allscripts' or Eclipsys' security by third parties. See Allscripts' and Eclipsys' Annual Reports on Form 10-K and Annual Reports to Stockholders for the fiscal years ended May 31, 2009 and December 31, 2009, respectively, and other public filings with the SEC for a further discussion of these and other risks and uncertainties applicable to our businesses. Neither Allscripts nor Eclipsys undertakes any duty to update any forward-looking statement whether as a result of new information, future events or changes in our respective expectations.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Employment Agreement, dated as of June 9, 2010, by and between Allscripts-Misys Healthcare Solutions, Inc. and Philip M. Pead
10.2	Commitment Letter from JPMorgan Chase Bank, N.A., dated as of June 9, 2010

SIGNATURE

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

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

Date: June 14, 2010

By: _____ /s/ LEE A. SHAPIRO
Lee A. Shapiro
President

EXHIBIT INDEX

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Description

- | | |
|------|---|
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ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”) is made as of this 9th day of June, 2010, by and between Allscripts Healthcare Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (“**Company**”) and Philip M. Pead (“**Executive**”).

RECITALS

WHEREAS, Company and Eclipsys Corporation have entered into an Agreement and Plan of Merger, dated as of June 9, 2010 (the “**Merger Agreement**”), pursuant to which (among other transactions contemplated in the Merger Agreement), at the “**Effective Time**” (as defined in the Merger Agreement), a subsidiary of Company shall be merged with and into Eclipsys Corporation (such merger, the “**Merger**”);

WHEREAS, Executive currently serves as Chief Executive Officer of Eclipsys Corporation;

WHEREAS, pursuant to the Merger Agreement, Executive will be elected as a Director and as Chairman of the Board of Directors of Company (the “**Board**”) at the Effective Time;

WHEREAS, in addition to his role as Chairman, Executive will work as a full-time employee and member of senior management of Company and will have such duties and responsibilities as an employee as are delegated or assigned to Executive by the Board from time to time in accordance with the bylaws of Company (the “**Bylaws**”); and

WHEREAS, Company and Executive desire to set forth in this Agreement the initial duties of Executive that have been delegated to Executive by the Board in accordance with the Bylaws and the terms and conditions of his employment by Company.

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 immediately as of the Effective Time (but subject to the consummation of the Merger):

AGREEMENT**1. Employment.**

Company hereby agrees to employ Executive, and Executive hereby accepts employment, to serve as an employee and member of senior management of Company pursuant to the terms of this Agreement. Executive shall report to the Board. Executive shall have such duties and responsibilities as an employee and a member of senior management of Company as shall be delegated or assigned to Executive by the Board in accordance with the Bylaws from time to time. The initial duties and responsibilities of Executive are described in Exhibit A attached hereto. Executive shall have such clerical support and, in addition, such direct reports to perform his duties hereunder as shall be assigned to him by the Board by an affirmative vote of no less than two-thirds majority of the entire Board (“**Supermajority Vote**”).

Executive shall carry out his duties and 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 and responsibilities hereunder. 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. Executive will perform the services under this Agreement at Company's offices located in Atlanta, Georgia, subject to occasional travel as reasonably required to perform his duties and responsibilities hereunder.

2. Effective Date and Term.

The term of Executive's employment by Company under this Agreement (the "**Employment Period**") shall commence as of the date on which the Effective Time occurs (the "**Effective Date**") and shall continue in effect through the third 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 (i.e., 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 non-renewal 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 4.5.3.

If the Employment Period of Executive as an employee of Company is terminated in accordance with this Agreement, such termination of his employment hereunder shall not terminate Executive's position as Chairman of the Board and Executive shall continue to serve as Chairman of the Board until his death, resignation or removal in accordance with the Bylaws.

3. Compensation and Benefits.

In consideration for the services Executive shall render as an employee of Company 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 Six Hundred Seventy-Five Thousand Dollars (\$675,000) 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 prior to the beginning of each fiscal year of Company during the Employment Period 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 Fiscal Year. For purposes of this Agreement, the term "**Fiscal Year**" shall mean the fiscal year of Company. Executive's base salary, as such base salary may be increased annually hereunder, is hereinafter referred to as the "**Base Salary**."

3.2 Performance Bonus. 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 Board or a committee of the Board, and the amount of any such Performance Bonus will be determined by, and based upon criteria selected by, the Board or such committee. Based upon the foregoing exercise of discretion, Executive's target Performance Bonus shall be one hundred percent (100%) of his Base Salary (the "**Target Performance Bonus**"), but may, based on performance, exceed such amount. Performance Bonuses shall be paid according to the terms of the bonus plan or program in which Executive participates from time to time.

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 twenty (20) business days per Fiscal Year of paid vacation, such vacation time not to be cumulative (i.e., vacation time not taken in any Fiscal Year shall not be carried forward and used in any subsequent Fiscal Year).

3.3.2 Participation in Benefit Plans. Executive shall be entitled to health and/or dental benefits, including for Executive and his 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 applicable to senior executive employees of Company.

3.3.3 Physical Examination. Executive shall be entitled to receive reimbursement for the cost of one general physical examination per twelve (12) month period during the term of this Agreement from a physician chosen by Executive in his reasonable discretion.

3.3.4 Office Expenses. Executive shall be entitled to an allowance for personal office expenses, up to a maximum amount of one thousand five hundred dollars (\$1,500) per month. Company shall employ for the exclusive use and support of Executive the executive assistant currently working for Executive in his capacity as Chief Executive Officer of Eclipsys Corporation (or if the executive assistant currently working for Executive is not available, such other executive assistant as shall be selected by Executive in his discretion), and such executive assistant shall receive compensation and benefits that are not less in the aggregate than the compensation and benefits paid to his executive assistant as an employee at Eclipsys Corporation.

3.3.5 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.

3.3.6 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 bona fide 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.

3.4 Expenses. Company shall reimburse Executive for all proper and necessary expenses incurred by Executive in the performance of his duties and responsibilities under this Agreement from time to time upon Executive's submission to Company of invoices for 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 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 a committee of the Board.

3.5.2 All Eclipsys Corporation stock options of Executive shall be fully vested at the Effective Time and such vested stock options shall be converted at the Effective Time into options to acquire common stock of Company in accordance with Section 5.6 of the Merger Agreement. All restricted shares of Eclipsys Corporation stock of Executive shall continue to vest pursuant to the terms of such awards, subject to their exchange at the Effective Time for restricted common stock of Company in accordance with Section 5.6 of the Merger Agreement.

4. Termination of the Services Prior To the Expiration Date.

Executive's employment hereunder and the Employment Period may be terminated as provided in this Section 4 (the 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 4.5.4 of this Agreement.

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 his 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 of Company's choice, 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's 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 his 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 (i) constituting a felony or involving fraud or moral turpitude in any case which will result in significant reputational harm to Company if Executive continues, or which in the judgment of the Board indicates that Executive is not suited to continue, in his role as described in this Agreement, or (ii) involving the property of Company; provided that, in the event that Executive is arrested or indicted for such a crime or offense, 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 in the judgment of the Board is materially and demonstrably injurious to the operations or reputation of Company; or

4.2.4 Executive's willful failure or refusal to comply with the policies of Company governing conduct of its employees or Executive's willful failure to follow the Board's reasonable and lawful instructions.

4.3 Termination without Cause. Executive may terminate his 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.

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 after the Effective Time:

- (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, except for a reduction (but not to a level less than seventy-five percent (75%) of the level of Base Salary or Target Performance Bonus specified in this Agreement) consistent in percentage terms with any across-the-board reduction applicable to all of Company's executive officers 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) any material adverse alteration in the Bylaws which affects the nature or scope of Executive's duties and responsibilities as Chairman or the reporting lines between Executive and the Board;
- (iii) Executive is asked to relocate his principal place of business to a location that is more than fifty (50) miles from Company's offices located in Atlanta, Georgia;
- (iv) Executive is removed as Chairman of the Board or is not re-elected to serve as a director of Company at the annual stockholders meetings of Company through the 2012 stockholders meeting; or
- (v) Failure of any successor of Company to assume this Agreement.

4.4.2 For purposes of this Agreement, a "**Change of Control**" shall mean any one of the following events following the Effective Date (it being understood that the consummation of the Merger and the other transactions contemplated by the Merger Agreement, individually or collectively, shall not constitute a Change of Control):

- (i) the date of acquisition by any person or group other than the Company or any subsidiary of Company (and other than any employee benefit plan (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 Time (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 Time 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 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 Stock of Company immediately prior to such merger 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.

4.4.3 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 of control event, it shall not be deemed a Change of Control for purposes of this Agreement.

4.4.4 In the event of the occurrence of a Constructive Discharge, Executive shall have the right to terminate his 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 date of the occurrence of the Constructive Discharge; provided, however, that such termination shall not be effective before the expiration of thirty (30) days after receipt by Company of such written notice (the “**Cure Period**”) if Company has not cured such Constructive Discharge within the Cure 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. Executive must terminate employment as a result of a Constructive Discharge no later than sixty (60) days after the lapse of the Cure Period, and the effective date of a Constructive Discharge termination 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 than such 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 the Accrued Amounts in lump sum form ten (10) days after the Termination Date. The term "Accrued Amounts" means (A) any Base Salary amounts that have accrued but have not been paid as of the Termination Date, (B) any earned and declared but unpaid Performance Bonus with respect to the Fiscal Year preceding the Fiscal Year in which the Termination Date occurs and (C) any accrued but unused vacation, reimbursement for any expense reimbursable under this Agreement, and any other earned but unpaid amounts payable to Executive hereunder accrued through the Termination Date. In addition, subject to Section 4.7 below, Company shall, subject to Section 10.14, be obligated to pay Executive (or provide Executive with) the following benefits as severance:

- (i) an amount equal to Executive's Base Salary plus Executive's Target Performance Bonus, payable in bi-weekly installments over the 365-day period that immediately follows 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 and any installments that would be paid during the first sixty (60) days following the Termination Date held and paid on the sixtieth (60th) day following the Termination 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 twelve (12) 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; provided, however that Company may terminate such coverage if payment from Executive is not made within ten (10) days of the date on which Executive receives written notice from Company that such payment is due; and provided, further, that such benefits may be discontinued earlier to the extent that Executive becomes entitled to comparable benefits from a subsequent employer; and

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- (iii) upon 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, 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: (a) the number of shares that would have vested to Executive 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 normal vesting date of such award, multiplied by (y) a fraction, the numerator of which is the number of days elapsed since the last regular 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 regular vesting date (or grant date, as the case may be) and the normal vesting date.

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 Section 4.7, receive the payment and benefits provided in Section 4.5.1; provided, however, that (A) in place of the twelve (12) 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 Term of Employment 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 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 and such payment shall be treated as a payment under clause (ii) above. 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 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 the Accrued Amounts in lump sum form ten (10) days after the Termination Date.

4.5.4 Termination Upon Death or Disability. If Executive's employment and the Employment Period is terminated because of the death or disability of Executive, Company shall, subject to Section 10.14, be obligated to pay Executive or, if applicable, Executive's estate, the Accrued Amounts in lump sum form ten (10) days after the Termination Date.

4.6 Effect of Notice of Termination. Any notice of termination by Company, whether for Cause pursuant to Section 4.2 or without Cause pursuant to Section 4.3, 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 to be provided to Executive pursuant to Section 4.5.1(i)-(iii) and Section 4.5.2 upon termination of Executive's employment, Executive shall execute and deliver to Company a general release of employment claims against Company and its affiliates in a 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 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.

5. Noncompetition and Confidentiality.

5.1 Covenant Not to Compete. During the Employment Period and for a period of one (1) year after the expiration or earlier termination of the Employment Period, Executive shall not, (i) directly or indirectly act in concert or conspire with any person employed by Company or any of its subsidiaries in order to engage in or prepare to engage in or to have a financial or other interest in any business which is a Direct Competitor (as defined below); or (ii) serve as an

employee, agent, partner, shareholder, director or consultant for, or in any other capacity participate, engage or have a financial or other interest in any business which is a Direct Competitor; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (A) Executive may own up to two percent (2%) of the outstanding shares of the capital stock of a company whose securities are registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**") and (B) following a period of six (6) months after the expiration or earlier termination of the Employment Period, Executive may serve as a director on the board of directors or advisory board of a Direct Competitor. For purposes of this Agreement, the term "**Direct Competitor**" shall mean any person or entity engaged, within the continental United States, in the business of marketing or providing software or related services to the health care industry, including, without limitation, (i) prepackaged prescription products or services, (ii) point of care pharmacy dispensing systems, (iii) point of care decision support software for physicians, (iv) mail service pharmacy products or services, (v) pharmaceuticals or pharmaceutical delivery systems, (vi) electronic medical record, or practice management software, or revenue cycle management software for ambulatory or acute care environments, (vii) departmental solutions for hospitals (including, without limitation, emergency department, surgical systems, pharmacy or laboratory systems), homecare, home health or hospice support software, (viii) analytics solutions provided to healthcare organizations, (ix) system hosting or outsourcing services for healthcare organizations, and (x) electronic processing of healthcare transactions.

5.2 No Solicitation of Employees. During the Employment Period and for a period of one (1) year following the expiration or earlier termination of the Employment Period for any reason, Executive shall not, directly or indirectly, whether for its own account or for the account of any other individual or entity, (i) employ, hire or solicit for employment, or attempt to employ, hire or solicit for employment, any Employee (as defined below), (ii) divert or attempt to divert, directly or indirectly, or otherwise interfere in a material fashion with or circumvent the relationship of Company or any of its subsidiaries with, any Employees, or (iii) induce or attempt to induce, directly or indirectly, any Employee to terminate his employment or other business relationship with Company or any of its subsidiaries. For purposes of this Section 5.2, "Employee" shall mean any person who is or was employed by Company or any of its subsidiaries during the Employment Period; provided, however, that "**Employee**" shall not include any person (a) whose employment with Company or a subsidiary of Company was terminated by Company or such Subsidiary without cause, or (b) who was not employed by Company or any of its subsidiaries at any time during the six (6) month period immediately prior to the Termination Date.

5.3 Confidential Information. Company has advised Executive, and Executive acknowledges, that it is the policy of Company to maintain as secret and confidential all Protected Information (as defined below), and that Protected Information has been and will be developed at substantial cost and effort to Company and its subsidiaries. Executive shall not at any time, directly or indirectly divulge, furnish or make accessible to any person, firm, corporation, association or other entity (otherwise than as may be required in the regular course of Executive's employment or in connection with the performance of his duties as a director or Chairman of Company or as required by law or court order), nor use in any manner, either during the Employment Period or after the termination of the Employment Period for any reason, any Protected Information, or cause any such information of Company or any of its subsidiaries to

enter the public domain, except as required in the discharge of his duties as an employee or director of Company or as required by law or court order. “**Protected Information**” means trade secrets, confidential and proprietary business information of Company, and any other information of Company or any of its subsidiaries, including, without limitation, customer lists (including potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies, and products and services which may be developed from time to time by Company or any of its subsidiaries and the agents or employees of any of them, including Executive; provided, however, that information that is in the public domain (other than as a result of a breach by Executive of this Agreement), approved for release by Company or a subsidiary (as applicable) or lawfully obtained from third parties who are not known by Executive as bound by a confidentiality agreement with Company or any of its subsidiaries, is not Protected Information.

5.4 Stock Ownership Requirement. During the Employment Period, Executive shall maintain a Company stock ownership level with a fair market value equal to: (i) 133% of Executive’s Base Salary as of the Effective Time, during the period from the Effective Time through October 9, 2010 and (ii) 66% of Executive’s Base Salary on the Effective Time during the period from October 10, 2010 through the end of the Employment Period. If at any time during the Employment Period Executive fails to maintain such stock ownership level, Executive shall not be in breach of his obligation under this Section 5.4 unless Executive shall fail to cure such failure to maintain such stock ownership level within sixty (60) days following written notice of such failure from the Company to Executive; provided however that such cure period shall be extended to the extent that, in the reasonable judgment of Executive based on advice of counsel, Executive would be prohibited at any time during such sixty (60) day period to purchase shares of common stock of Company in open market transactions under applicable securities laws.

5.5 Injunctive Relief. Executive acknowledges and agrees that the restrictions imposed upon him by Section 5 and the purpose for such restrictions are reasonable and are designed to protect the Protected Information and the continued success of Company without unduly restricting Executive’s future employment by others. Furthermore, Executive acknowledges that in view of the Protected Information of Company and its subsidiaries which Executive has or will acquire or has or will have access to and the necessity of the restriction contained in this Section 5, any violation of the provisions of this Section 5 would cause irreparable injury to Company and its successors in interest with respect to the resulting disruption in their operations. By reason of the foregoing, Executive consents and agrees that if he violates any of the provisions of this Section 5, Company and its successors in interest, as the case may be, shall be entitled, in addition to any other remedies that they may have, including monetary damages, to an injunction to be issued by a court of competent jurisdiction, restraining Executive from committing or continuing any violation of this Section 5.

6. [Reserved.]

7. 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 expressly provided herein, such amounts shall not be reduced whether or not Executive obtains other employment.

8. Payment of Certain Expenses.

Company agrees to pay promptly as incurred and not less than on a monthly basis, to the fullest extent permitted by law, all legal fees and expenses which Executive may reasonably incur as a result of any contest by Company, Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement (including as a result of any contest initiated by Executive about the amount of any payment due pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that Company shall not be obligated to make such payment with respect to any contest in which Company prevails over Executive, and, in such case, Executive shall return to Company any payments previously paid to or on behalf of Executive pursuant to this Section 8. Company agrees to reimburse Executive within ten (10) business days after the execution and delivery of this Agreement for all reasonable out-of-pocket expenses incurred by Executive (not to exceed twenty-five thousand dollars (\$25,000)) in connection with the negotiation, execution and delivery of this Agreement.

9. Indemnification.

To the fullest extent permitted by applicable law, Company shall indemnify Executive (including the advancement of expenses) for any judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, incurred by Executive in connection with the defense of any lawsuit or other bona fide claim to which Executive is made a party by reason of being an officer, director or employee of Company or any of its subsidiaries. Notwithstanding the forgoing, the exercise by Executive of his rights to indemnification under this Section 9 shall not limit or otherwise affect the right of Executive to exercise his 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 maintained by Company.

10. Miscellaneous.

10.1 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.

10.2 No Conflicts. Executive represents and warrants that the performance by him of his duties hereunder will not violate, conflict with, or result in a breach of any provision of, any agreement to which he is a party.

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

10.4 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.

10.5 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.

10.6 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: Company Secretary or General Counsel

To Executive: At the address 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.

10.7 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.

10.8 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 his 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. Without limiting the generality of the preceding sentence, as of immediately prior to the Effective Time (but subject to the occurrence thereof), this Agreement shall supersede in its entirety the Employment Agreement, dated May 14, 2009, as amended, to which Executive and Eclipsys Corporation (and Company, as successor to Eclipsys Corporation) are parties (the "**Prior Employment Agreement**"); provided that the termination of the Prior Agreement in accordance with this Section 10.8 shall not affect the right of Executive to receive all amounts accrued and payable to Executive under the Prior Agreement as of the Effective Time. Executive acknowledges that he is not relying upon any representations or warranties concerning his 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. In the event that the Merger Agreement shall be terminated pursuant to Section 7 thereof, (i) this Agreement shall cease to be of force or effect, and (ii) the Prior Employment Agreement shall remain in full force and effect.

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

10.9.1 Dispute. In the event of any dispute or disagreement between the parties under this Agreement (excluding an action for injunctive relief as provided in Section 5.2), 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 10.9.2.

10.9.2 Arbitration. If the dispute or disagreement between the parties has not been resolved in accordance with the provisions of Section 10.9.1 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 Wilmington, Delaware, 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.

10.10 Survival. For avoidance of doubt, the provisions of Sections 3, 4, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive the expiration or earlier termination of the Employment Period.

10.11 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.

10.12 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.

10.13 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.

10.14 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 this Agreement is subject thereto, and this Agreement shall be interpreted on a basis consistent with such intent. If an amendment of this Agreement is necessary in order for it to comply with Section 409A, the parties hereto will negotiate in good faith to amend this 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 10.14, 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 his “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 his “separation from service” and (ii) the date of his death. Any payments due under this Agreement other than the Delayed Payments shall be paid in accordance with the 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 all purposes under this Agreement, reference to Executive’s “termination of employment” (and corollary terms) with Company shall be construed to refer to Executive’s “separation from service” (as determined under Treas. Reg. Section 1.409A-1(h), as uniformly applied by Company) 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.

10.15 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).

10.16 Approval of Board of Directors. Notwithstanding anything contained herein to the contrary, if any action is required or permitted to be taken by Company under this Agreement, no such action shall be taken by Company without the prior approval of the Board by Supermajority Vote.

[Signature page follows]

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

/s/ Philip M. Pead

Philip M. Pead

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

/s/ Lee A. Shapiro

By: Lee A. Shapiro

Title: President

EXHIBIT A

Initial Duties and Responsibilities of Executive

The initial duties and responsibilities of Executive shall consist of, in collaboration with Company's Chief Executive Officer: (i) integration of the businesses and realization of synergies of Company and Eclipsys Corporation following the closing of the Merger and other transactions contemplated by the Merger Agreement; (ii) actively engaging in the development of the strategic direction and vision of Company; (iii) developing and growing Company's international business opportunities; and (iv) enhancing strategic relationships with Company's key customers, partners, investors and employees. Executive shall have such other duties and responsibilities as shall be assigned to the Chairman by the Board of Directors in accordance with the Company's Bylaws.

J.P. MORGAN SECURITIES INC.
JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, New York 10017

BARCLAYS BANK PLC
BARCLAYS CAPITAL
745 Seventh Avenue
New York, New York 10019

UBS SECURITIES LLC
299 Park Avenue
New York, NY 10171
UBS LOAN FINANCE LLC
677 Washington Boulevard
Stamford, CT 06901

June 9, 2010

Allscripts-Misys Healthcare Solutions, Inc.
222 Merchandise Mart, Suite 2024
Chicago, IL 60654

Attention: William J. Davis, Chief Financial Officer

Allscripts-Misys Healthcare Solutions, Inc.
Senior Secured Credit Facilities
Commitment Letter

Ladies and Gentlemen:

You have advised J.P. Morgan Securities Inc. ("JPMorgan"), JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), Barclays Bank PLC ("Barclays Bank"), Barclays Capital, the investment banking division of Barclays Bank ("Barclays Capital"), UBS Securities LLC ("UBSS") and UBS Loan Finance LLC ("UBS") and together with JPMorgan, JPMorgan Chase Bank, Barclays Bank, Barclays Capital and UBSS, the "Commitment Parties") that Allscripts-Misys Healthcare Solutions, Inc. (the "Borrower") intends to enter into the Transactions described in the introductory paragraph of Exhibit A hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Summary of Terms and Conditions attached hereto as Exhibit A (the "Term Sheet"). The sources and uses of funding for the Transactions are described in the Sources and Uses Table (the "Table") attached hereto as Schedule I.

JPMorgan, Barclays Capital and UBSS are pleased to advise you that they are willing to act as joint lead arrangers and joint bookrunners for the Facilities. Furthermore, (i) JPMorgan Chase Bank is pleased to advise you of its several commitment to provide 55% of the aggregate amount of each of the Facilities, (ii) Barclays Bank is pleased to advise you of its several commitment to provide 30% of the aggregate amount of each of the Facilities and (iii) UBS is pleased to advise you of its several commitment to provide 15% of the aggregate amount of each of the Facilities (JPMorgan Chase Bank,

Barclays Bank and UBS, together, the “Initial Lenders”). This Commitment Letter, the Term Sheet and the Table (collectively, the “Commitment Letter”) set forth the terms and conditions on and subject to which the Initial Lenders are willing to make their commitments.

It is agreed that JPMorgan, Barclays Capital and UBSS will act as joint lead arrangers and joint bookrunners in respect of the Facilities (in such capacities, the “Arrangers”) and that JPMorgan will have “left” placement in any marketing materials or other documentation used in connection with the Facilities. It is further agreed that JPMorgan Chase Bank will act as the sole administrative agent in respect of the Facilities. You agree that, as a condition to the commitments and agreements hereunder, no other agents, co-agents, bookrunners or arrangers will be appointed, no other titles will be awarded and no compensation will be paid in connection with the Facilities (in each case other than that expressly contemplated by the Term Sheet and the Fee Letter referred to below) unless you and we shall so agree.

You understand that the Facilities will be syndicated and you agree to actively assist the Arrangers in completing timely syndications reasonably satisfactory to the Arrangers and you. We intend to commence syndication efforts promptly, and you agree to actively assist us in completing a syndication reasonably satisfactory to us and you. Such assistance shall include (a) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from your existing banking relationships, (b) direct contact between your senior management and the proposed Lenders and your using commercially reasonable efforts to ensure direct contact between your advisors and the proposed Lenders at mutually convenient times and locations, (c) as set forth in the next paragraph, assistance from you in the preparation of materials to be used in connection with the syndication (collectively, with the Term Sheet, the “Information Materials”) and (d) the hosting, with us and your senior management, of one or, if mutually agreed, additional meetings of prospective Lenders at mutually convenient times and locations.

You will assist us in preparing Information Materials, including Confidential Information Memoranda, for distribution to prospective Lenders. If requested, you also will assist us in preparing an additional version of the Information Materials (the “Public-Side Version”) to be used by prospective Lenders’ public-side employees and representatives (“Public-Siders”) who do not wish to receive material non-public information (within the meaning of United States federal securities laws) with respect to the Borrower, the Target, their respective affiliates and any of their respective securities (“MNPI”) and who may be engaged in investment and other market related activities with respect to any such entity’s securities or loans. Before distribution of any Information Materials, you agree to execute and deliver to us (i) a letter in which you authorize distribution of the Information Materials to a prospective Lender’s employees willing to receive MNPI (“Private-Siders”) and (ii) a separate letter in which you authorize distribution of the Public-Side Version to Public-Siders and represent that no MNPI is contained therein. You also acknowledge that Commitment Party Public-Siders who are publishing debt analysts may participate in any meetings held pursuant to clause (d) of the preceding paragraph to the extent that such meeting is open to any Public-Siders; provided that such analysts shall not publish any information obtained from such meetings at any time in violation of any confidentiality agreement between you and the relevant Commitment Party Public-Sider.

The Borrower agrees that the following documents may be distributed to both Private-Siders and Public-Siders, unless the Borrower advises the Arrangers in writing (including by email) within a reasonable time prior to their intended distribution that such materials should be distributed only to Private-Siders: (a) administrative materials prepared by the Commitment Parties for prospective Lenders (such as a lender meeting invitation, lender allocation, if any, and funding and closing memoranda), (b) notification of changes in the terms of the Facilities and (c) other materials designated by the Borrower for all prospective Lenders after the initial distribution of Information Materials. If you advise us that any of the foregoing should be distributed only to Private-Siders, then Public-Siders will

not receive such materials without further discussions with you. The Borrower hereby authorizes the Commitment Parties to distribute draft and final definitive documentation with respect to the Facilities (other than any such documentation identified by the Borrower in writing (including by email) within a reasonable time prior to the intended distribution for distribution solely to Private-Siders) to Private-Siders and Public-Siders.

JPMorgan, Barclays Capital and UBSS, in their capacity as Arrangers, will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and, subject to the terms of the Fee Letter, the amount and distribution of fees among the Lenders. In their capacity as Arrangers of the Facilities, JPMorgan, Barclays Capital and UBSS will have no responsibility other than to arrange the syndication as set forth herein and in no event shall be subject to any fiduciary or other implied duties. Additionally, the Borrower acknowledges and agrees that, as Arrangers, JPMorgan, Barclays Capital and UBSS are not advising the Borrower as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Arrangers shall have no responsibility or liability to the Borrower with respect thereto.

To assist us in our syndication efforts, you agree promptly to prepare and provide to us all information with respect to the Borrower and its subsidiaries and the Transactions, including all financial information and projections (the "Projections"), as we may reasonably request in connection with the arrangement and syndication of the Facilities. You hereby represent and covenant that (a) all written information and all oral communication made in Lender meetings and due diligence sessions held in connection with the syndication of the Facilities (other than the Projections and information of a general economic or industry-specific nature) (the "Information") that has been or will be made available to us by you or any of your representatives is or will be, taken as a whole, when furnished, complete and correct in all material respects and does not or will not, taken as a whole, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements thereto) and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you reasonably believe to have been reasonable at the time made and at the time such Projections are made available to the Arrangers (it being understood that any such Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that such Projections will be realized and that actual results may differ from such Projections and that such differences may be material). You understand that in arranging and syndicating the Facilities we may use and rely on the Information and Projections without independent verification thereof.

If any Initial Lender becomes a Defaulting Lender (as defined below), you may, at your sole expense and effort, upon notice to such Initial Lender and the Arrangers, require such Initial Lender to assign and delegate, without recourse, all of its interests, rights and obligations under this Commitment Letter to an assignee selected by you in consultation with the Arrangers (a "Replacement Lender") that shall assume such obligations (which assignee may be another Initial Lender, if such other Initial Lender accepts such assignment). The Arrangers agree to use their commercially reasonable efforts to assist you in identifying a Replacement Lender and effecting any such assignment and delegation (it being understood that such efforts shall not be deemed to require the Arrangers to cause any of their affiliates to agree to become the Replacement Lender). It is understood and agreed that any such assignment and delegation shall not reduce or otherwise affect the commitments in respect of the Facilities of the other

Initial Lenders. For purposes of the foregoing, “Defaulting Lender” shall mean shall mean any Initial Lender that (a) becomes (or is controlled by any person or entity that is) subject to any bankruptcy, insolvency, receivership, conservatorship or other similar proceeding, (b) has (or is controlled by any person or entity that has) become a “defaulting” lender generally in credit agreements to which it is a party (other than actions taken in good faith to exercise or preserve its rights and remedies as a lender) or (c) refuses to execute (after reasonable written notice to such Initial Lender) or, in your reasonable judgment following consultation with the applicable Initial Lender and the Arrangers, materially delays in executing, the definitive credit documentation with respect to the Facilities that has been fully negotiated between you and the Commitment Parties in good faith (the “Credit Documentation”). Notwithstanding the foregoing, no Initial Lender shall be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Initial Lender or a parent company thereof by a governmental authority or an instrumentality thereof.

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to cause to be paid the nonrefundable fees described in the Fee Letter dated the date hereof and delivered herewith (the “Fee Letter”).

Each Commitment Party’s commitments and agreements hereunder are subject to (a) since May 31, 2009, there not having occurred any Borrower Material Adverse Effect (as defined below), (b) such Commitment Party’s reasonable satisfaction that until the earlier of (i) the completion of a Successful Syndication (as hereinafter defined) and (ii) the date that is 60 days following the initial funding of the Facilities, there shall be (or with regards to any portion of such period occurring after the Closing Date shall reasonably be expected to be) no competing offering, placement or arrangement of any debt securities or bank financing by or on behalf of the Borrower or any of its subsidiaries (including any new subsidiaries to be formed or acquired in connection with the Transactions), (c) the Arrangers’ having been afforded a period of not less than 45 days following the execution and delivery of this Commitment Letter to syndicate the Facilities, provided that such minimum period shall be extended in case you execute any cure rights pursuant to clause (ii) of clause (f) of this paragraph by the time period from the date written notice is given by the Commitment Parties of noncompliance through the date such noncompliance is cured, (d) the closing of the Facilities on or before December 9, 2010, (e) compliance by you in all material respects with your agreements in clauses (a), (b), (c) and (d) of the fourth paragraph of this Commitment Letter, other than to the extent (i) noncompliance therewith has not materially impeded the syndication of the Facilities or (ii) you shall have cured such noncompliance within 5 business days of having received written notice from the Commitment Parties of such noncompliance (it being agreed that the Commitment Parties shall give you prompt written notice of any such noncompliance); and (f) the other conditions expressly set forth in the Term Sheet. “Borrower Material Adverse Effect” means any event, occurrence, fact, condition, effect, change or development that, individually or when taken together with all other events, occurrences, facts, conditions, effects, changes or developments, is, or is reasonably expected to be, materially adverse to the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of the Borrower and its Subsidiaries, taken as a whole; provided, however, that none of the following shall constitute, and no event, effect, change or development to the extent resulting from any of the following, shall constitute or be taken into account in determining whether there has been a “Borrower Material Adverse Effect”: (i) factors affecting the national or world economy or financial, banking, credit, securities or commodities markets, taken as a whole, except to the extent the Borrower and its subsidiaries are adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Borrower and its subsidiaries operate; (ii) conditions generally affecting the industries in which the Borrower or its subsidiaries operate, except to the extent the Borrower and its subsidiaries are adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Borrower and its subsidiaries operate; (iii) factors resulting from or arising out of the announcement of the Merger Agreement, the Misy Agreement or the transactions contemplated thereby

(including any shareholder or derivative litigation arising from or relating to the Merger Agreement, the Misys Agreement or the transactions contemplated thereby) or the performance of the Merger Agreement or the Misys Agreement; (iv) any circumstances relating to the loss in whole or in part of any business relationship with any customer or client of the Borrower or any of its subsidiaries set forth in Section 9.1(A) of the Parent Disclosure Letter, other than as a result of the valid termination by a customer or client of any written contract due to the breach by the Borrower or any of its subsidiaries of its obligations under any such written contract to license material intellectual property rights owned by the Borrower or any of its subsidiaries or perform material services related to such licenses required to be licensed or performed, respectively, under such written contract; (v) any failure by the Borrower to meet any analysts' revenue or earnings projections or Borrower guidance, in and of themselves, or any failure by the Borrower to meet any of the Borrower's internal or published revenue or earnings projections or forecasts, in and of themselves, or any decline in the trading price or trading volume of the common stock of the Borrower, in and of themselves (it being understood that any event, occurrence, fact, condition, effect, change or development giving rise to any such failure or decline, other than an event, occurrence, fact, condition, effect, change or development set forth in clauses (i) through (iv) above or clauses (vi) through (viii) below, may be deemed to constitute, and may be taken into account in determining whether there has been, or is reasonably expected to be, a Borrower Material Adverse Effect); (vi) any effect resulting from changes in laws or accounting principles, in each case, after the date hereof; (vii) any effect resulting from any outbreak or escalation of hostilities, the declaration of a national emergency or war, or the occurrence of any act of terrorism; or (viii) any increase in the cost of or decrease in the availability of financing to the Borrower or its subsidiaries with respect to the Share Repurchases. "Successful Syndication" means that JPMorgan Chase Bank shall hold no more than \$60,000,000 of the aggregate commitment amount under the Facilities, Barclays Bank shall hold no more than \$50,000,000 of the aggregate commitment amount under the Facilities and UBS shall hold no more than \$40,000,000 of the aggregate commitment amount under the Facilities.

You agree (a) to indemnify and hold harmless the Commitment Parties, their affiliates and their respective directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the Facilities, the use of the proceeds thereof, the Transactions or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto or whether brought by the Company, the Guarantors (as defined in the Term Sheet), any of their respective affiliates or any other person or entity, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from (i) the willful misconduct or gross negligence of such indemnified person or any of its affiliates or its or their respective officers, directors, employees or agents or (ii) a material breach by the relevant indemnified person of the express contractual obligations of such indemnified person under this Commitment Letter or the Credit Documentation pursuant to a claim made by the Borrower, and (b) to reimburse each Commitment Party and its affiliates on demand for all out-of-pocket expenses (including due diligence expenses, syndication expenses, consultant's fees and expenses, travel expenses, and reasonable fees, charges and disbursements of counsel) incurred in connection with the Facilities and any related documentation (including this Commitment Letter, the Fee Letter and the Credit Documentation) or the administration, amendment, modification or waiver thereof. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent such damages are found by a final, non-appealable judgment of a court to arise from the gross negligence or willful misconduct of such indemnified person or any of its affiliates or its or their respective officers, directors, employees or agents. In addition, no indemnified person shall be liable for

any special, indirect, consequential or punitive damages in connection with this Commitment Letter, the Fee Letter, the Facilities, the use of the proceeds thereof, the Transactions or any related transaction.

You acknowledge that each Commitment Party and its affiliates (the term "Commitment Party" as used below in this paragraph being understood to include such affiliates) may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. No Commitment Party will use confidential information obtained from you by virtue of the transactions contemplated hereby or its other relationships with you in connection with the performance by such Commitment Party of services for other companies, and no Commitment Party will furnish any such information to other companies. You also acknowledge that no Commitment Party has any obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies. You further acknowledge that each Arranger is a full service securities firm and each Arranger may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of the Borrower and its affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. You waive, to the fullest extent permitted by law, any claims you may have against each Commitment Party for breach of fiduciary duty or alleged breach of fiduciary duty, in each case, in connection with the syndication of the Facilities, and agree that no Commitment Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your stockholders, employees or creditors, in each case, in connection with the syndication of the Facilities.

Each Commitment Party may employ the services of its affiliates in providing certain services hereunder and, in connection with the provision of such services, may exchange with such affiliates, subject to the confidentiality restrictions set forth herein, information concerning you and the other companies that may be the subject of the transactions contemplated by this Commitment Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits afforded such Commitment Party hereunder.

This Commitment Letter shall not be assignable (a) by you without the prior written consent of each Commitment Party (and prior to the Misys Closing (as defined below), the approval of the Audit Committee of the Borrower's Board of Directors) or (b) by any Commitment Party without the prior written consent of each Arranger and you (which consent, in the case of the Borrower prior to the Misys Closing, shall be approved by the Audit Committee of the Borrower's Board of Directors) and any purported assignment without such consent shall be null and void, is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons (it being agreed that (i) each Initial Lender reserves the right in its sole discretion at any time to assign and delegate all or a portion of its commitments in respect of the Facilities hereunder, and to allocate all or a portion of its fees payable in connection therewith, to one or more of its affiliates, provided that no such assignment or delegation shall relieve such Initial Lender of any of its obligations hereunder or under the Credit Documentation, including of any obligation in respect of its commitment in respect of the Facilities, in the event such affiliate shall fail to perform such obligation in accordance with the terms hereof or of the Credit Documentation, as applicable and (ii) the Initial Lenders have the right to syndicate the Facilities and receive commitments with respect thereto, provided that, except as contemplated under clause (b) of this paragraph, (x) no Initial Lender may assign all or any portion of its commitments hereunder prior to the Closing Date and (y) each Initial Lender shall retain exclusive control over all rights and obligations with respect to the commitments hereunder until the Closing Date has occurred). This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party; provided that (a) the Borrower shall have the right, upon prior written notice to the Arrangers, to

terminate this Commitment Letter and the commitments hereunder, subject to the provisions of the second to last paragraph hereof and (b) any waiver or amendment by the Borrower prior to the Misys Closing shall be approved by the Audit Committee of the Borrower's Board of Directors.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among us with respect to the Facilities and set forth the entire understanding of the parties with respect thereto. Those matters that are not covered by the provisions hereof and of the Term Sheet are subject to the approval and agreement of the Commitment Parties and the Borrower.

This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided, however, that the interpretation of the definition of "Borrower Material Adverse Effect" for purposes of this Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Each party hereto consents to the exclusive jurisdiction and venue of the state or federal courts located in the City of New York. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, (a) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the state or federal courts located in the City of New York and (b) any right it may have to a trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter, the Fee Letter, the Term Sheet, the transactions contemplated hereby or the performance of services hereunder.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter, the Term Sheet or the Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person (including, without limitation, other potential providers or arrangers of financing) except (a) to your officers, directors, agents and advisors and, on a confidential basis, those of the Target and Misys who are directly involved in the consideration of this matter (except that the Fee Letter may only be disclosed to the Target or Misys in a mutually agreed upon redacted form), (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform us promptly thereof to the extent permitted by applicable law) or (c) with our prior written consent, provided, that the foregoing restrictions shall cease to apply (except in respect of the Fee Letter and its terms and substance) after this Commitment Letter has been accepted by you.

Each Commitment Party and its affiliates will use all Confidential Information (as defined below) solely for purposes that are subject to this Commitment Letter and the transactions contemplated thereby and shall treat confidentially all such Confidential Information, except that Confidential Information may be disclosed (a) to its and its affiliates' partners, directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information), (b) to the extent requested or required by any state, Federal or foreign authority or examiner regulating such Commitment Party, (c) to the extent required by applicable law, rule or regulation or by any subpoena or similar legal process, (d) in connection with any litigation or legal proceeding relating to this Commitment Letter or the Fee Letter or any other documentation in connection therewith or the enforcement of rights hereunder or thereunder or to which such Commitment Party or any of its affiliates may be a party, (e) to any prospective Lender (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential

Information and agree to keep such Confidential Information confidential to the same extent as required of each of the Commitment Parties hereinabove and below or as otherwise reasonably acceptable to you and each Commitment Party, including as may be agreed in any confidential information memorandum or other marketing material), (f) with the consent of the Borrower, (g) on a confidential basis, to any rating agency when required by such rating agency or (h) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this paragraph or (ii) becomes available to such Commitment Party on a nonconfidential basis from a source other than the Borrower or any of its subsidiaries, officers, directors, employees or advisors. For the purposes of this paragraph, "Confidential Information" means all information received from the Borrower or any of its subsidiaries, officers, directors, employees or advisors relating to the Borrower or its businesses, other than any such information that is available to the Commitment Parties on a nonconfidential basis prior to disclosure by the Borrower. The obligations of the Commitment Parties under this paragraph shall remain in effect until the earlier of (i) one year from the date of termination of the commitments and agreements of the Commitment Parties hereunder and (ii) the date the Credit Documentation becomes effective, at which time any confidentiality undertaking in the Credit Documentation shall supersede the provisions of this paragraph.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower and each Guarantor (as defined in the Term Sheet), which information includes names and addresses and other information that will allow such Commitment Party to identify the Borrower and each Guarantor in accordance with the Patriot Act.

The compensation, reimbursement, indemnification and confidentiality, governing law, consent to jurisdiction and waiver of jury trial provisions contained herein and in the Fee Letter and any other provision herein or therein which by its terms expressly survives the termination of this Commitment Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder; provided that the reimbursement, confidentiality and indemnification provisions hereunder (other than the confidentiality of the Fee Letter and the contents thereof) shall be superseded by the reimbursement, confidentiality and indemnification provisions of the Credit Documentation upon the effectiveness thereof.

Notwithstanding any other provision of this Commitment Letter, the Term Sheet or the Fee Letter to the contrary, in the event that, prior to the consummation of the Initial Share Repurchase and the Misys Offering (collectively, the "Misys Closing") or, if the Misys Closing does not occur, at any time after the date hereof (i) there is any action or determination to be made by us hereunder that would require approval of the Borrower's Board of Directors or any committee thereof, (ii) there is any action, suit, proceeding, litigation or arbitration between the Borrower and Misys or (iii) there is any disputed claim or demand (including any claim or demand relating to enforcing any remedy under this Commitment Letter, the Term Sheet or the Fee Letter) by the Borrower against Misys, or by Misys against the Borrower, all actions or determinations of the Borrower prior to the Misys Closing or, if the Misys Closing does not occur, at any time after the date hereof or any determinations of the Borrower relating to any such action, suit, proceeding, litigation, arbitration, claim or demand (including all determinations by the Borrower whether to institute, compromise or settle any such action, suit, proceeding, litigation, arbitration, claim or demand and all determinations by the Borrower relating to the prosecution or defense thereof), shall be made and approved by the Audit Committee of the Borrower's Board of Directors.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Term Sheet and the Fee Letter by returning to us executed counterparts hereof and of the Fee Letter not later than 5:00 p.m., New York City time, on June 9, 2010. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence.

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

J.P. MORGAN SECURITIES INC.

By: /s/ James McHugh

Name: James McHugh

Title: Executive Director

JPMORGAN CHASE BANK, N.A.

By: /s/ Krys Szremski

Name: Krys Szremski

Title: Vice President

[Commitment Letter]

BARCLAYS BANK PLC

By: /s/ John Skorbe
Name: John Skorbe
Title: Managing Director

[Commitment Letter]

UBS SECURITIES LLC

By: /s/ David W. Barth
Name: David W. Barth
Title: Managing Director
High Yield Capital Markets

By: /s/ Michael Lawton
Name: Michael Lawton
Title: Director

UBS LOAN FINANCE LLC

By: /s/ David W. Barth
Name: David W. Barth
Title: Managing Director
High Yield Capital Markets

By: /s/ Michael Lawton
Name: Michael Lawton
Title: Director

[Commitment Letter]

Accepted and agreed to as of
the date first written above by:

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.

By: /s/ William J. Davis
Name: William J. Davis
Title: Chief Financial Officer

[Commitment Letter]

SOURCES AND USES TABLE

Sources:	
Term Loans	\$ 570,000,000
Revolving Loans ¹	\$ 0
Cash on Hand	\$ 30,300,000
Total Sources	<u>\$ 600,300,000</u>
Uses:	
Initial Share Repurchase	\$ 577,400,000
Payment of Fees and Expenses ²	\$ 22,900,000
Total Uses	<u>\$ 600,300,000</u>

¹ \$150,000,000 availability.

² Includes estimated OID.

[Commitment Letter]

ALLSCRIPTS-MISYS HEALTHCARE SOLUTIONS, INC.
CREDIT FACILITIES
Summary of Terms and Conditions

Allscripts-Misys Healthcare Solutions, Inc. (the “Borrower”) intends to (a) acquire all of the outstanding capital stock of the company separately identified to the Lenders (as defined below) as “Electron” (the “Target”) solely in exchange for newly issued shares of common stock of the Borrower pursuant to a merger agreement (the “Merger Agreement”) to be entered into with the Target (the “Electron Acquisition”) and (b) enter into an agreement (the “Misys Agreement”) with Misys plc (“Misys”) pursuant to which (i) the Borrower will exchange newly issued shares of common stock of the Borrower for the capital stock of a US subsidiary of Misys (“Newco”) holding 61,308,295 of the outstanding shares of common stock of the Borrower held by Misys; (ii) the Borrower will agree initially to repurchase outstanding shares of common stock of the Borrower (the “Misys Shares”) indirectly owned by Misys for an aggregate purchase price of approximately \$577,400,000 (which Misys Shares will be immediately cancelled) (the “Initial Share Repurchase”), (iii) the Borrower will also agree to purchase additional Misys Shares at the direction of Misys for an aggregate purchase price of approximately \$101,600,000 upon consummation of the Electron Acquisition (which Misys Shares will also be immediately cancelled) (the “Second Share Repurchase”) and, together with the Initial Share Repurchase, the “Share Repurchases”) and (iv) the Borrower will agree to assist with a secondary offering of Misys Shares in connection with the Transactions (as defined below) (the “Misys Offering”). In connection with the Transactions, the Borrower wishes to establish \$720,000,000 in senior secured credit facilities (the “Facilities”), the proceeds of which would be available to finance the Share Repurchases, the payment of fees and expenses in connection with the Transactions and the ongoing working capital and general corporate needs of the Borrower and its subsidiaries. References herein to the “Transactions” shall include the Share Repurchases, the entering into of the Facilities and, if consummated, the Electron Acquisition. The sources and uses of funding for the Transaction are described in the Sources and Uses Table (the “Table”) attached hereto as Schedule I. Set forth below is a statement of the terms and conditions for the Facilities:

I. PARTIES

Borrower:	The Borrower.
Guarantors:	The Borrower’s direct and indirect, existing and future, material domestic subsidiaries other than Newco (collectively, the “ <u>Guarantors</u> ”; the Borrower and the Guarantors, collectively, the “ <u>Loan Parties</u> ”).
Lead Arrangers and Bookrunners:	J.P. Morgan Securities Inc., Barclays Capital, the investment banking division of Barclays Bank PLC (“ <u>Barclays Capital</u> ”) and UBS Securities LLC (in such capacity, the “ <u>Arrangers</u> ”).
Administrative Agent:	JPMorgan Chase Bank, N.A. (“ <u>JPMorgan Chase Bank</u> ” and, in such capacity, the “ <u>Administrative Agent</u> ”).

Syndication Agent: Barclays Capital.
Documentation Agent: UBS Loan Finance LLC (“UBS”).
Lenders: A syndicate of banks, financial institutions and other entities, including JPMorgan Chase Bank, Barclays Bank PLC and UBS, arranged by the Arrangers in consultation with the Borrower (collectively, the “Lenders”).

II. TYPES AND AMOUNTS OF FACILITIES

A. Term Facility

Type and Amount: A six-year term loan facility (the “Term Facility”) in the amount of \$570,000,000 (the loans thereunder, the “Term Loans”). The Term Loans shall be repayable in 24 quarterly installments, the first 23 of which shall equal 0.25% of the initial aggregate principal amount of the Term Loans with the remaining principal balance due and payable on the sixth anniversary of the Closing Date.

Availability: The Term Loans shall be made in a single drawing on the Closing Date.

Purpose: The proceeds of the Term Loans shall be used to finance a portion of the Share Repurchases and to pay fees and expenses related to the Transactions.

B. Revolving Facility

Type and Amount: A five-year revolving facility (the “Revolving Facility”; the commitments thereunder, the “Revolving Commitments”) in the amount of \$150,000,000 (the loans thereunder, together with (unless the context otherwise requires) the Swingline Loans referred to below, the “Revolving Loans”; and together with the Term Loans, the “Loans”).

Availability: The Revolving Facility shall be available on a revolving basis during the period commencing on the Closing Date and ending on the date that is five years after the Closing Date (the “Revolving Termination Date”).

Maturity: The Revolving Termination Date.

Letters of Credit: A portion of the Revolving Facility not in excess of \$50,000,000 shall be available for the issuance of letters of credit (the “Letters of Credit”) by JPMorgan Chase Bank (in such capacity, the “Issuing Lender”), including letters of credit in certain foreign currencies to be agreed. No Letter of Credit shall have an

expiration date after the earlier of (a) one year after the date of issuance and (b) five business days prior to the Revolving Termination Date, provided that (i) any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (b) above) and (ii) any Letter of Credit may have an expiry date later than the date referred to in clause (b) above if at the time of issuance the Borrower agrees to cash collateralize the obligations with respect to such Letter of Credit no later than 30 days prior to the Revolving Termination Date (or, if later, at the time of issuance) by providing a deposit of cash in an amount equal to 105% of the face amount of such Letter of Credit on terms reasonably satisfactory to the Issuing Lender.

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Revolving Loans) on the same business day (or on the next business day if notice of such drawing is received after 10:00 a.m.). To the extent that the Borrower does not so reimburse the Issuing Lender, the Lenders under the Revolving Facility shall be irrevocably and unconditionally obligated to fund participations in the reimbursement obligation on a pro rata basis.

Swingline Loans:

A portion of the Revolving Facility not in excess of \$10,000,000 shall be available for swingline loans (the "Swingline Loans") from JPMorgan Chase Bank on same-day notice. Any Swingline Loans will reduce availability under the Revolving Facility on a dollar-for-dollar basis. Each Lender under the Revolving Facility shall be unconditionally and irrevocably required to purchase, under certain circumstances, a pro rata participation in each Swingline Loan.

Purpose:

The proceeds of the Revolving Loans shall be used to finance (a) a portion of the Transactions and to pay related fees and expenses and (b) the working capital needs and general corporate purposes of the Borrower and its subsidiaries, including financing of permitted acquisitions.

C. Incremental Facility

The Borrower shall be permitted, without the consent of any Lender other than the Lenders providing the Incremental Facility, to add one or more incremental term loan facilities (each such term loan facility, an "Incremental Term Facility") to the Facilities and/or increase commitments under the Revolving Facility (each such increase, an "Incremental Revolving Facility"; the Incremental Term Facilities and the Incremental Revolving Facilities are collectively referred to as "Incremental Facilities") in an aggregate amount of up to \$250,000,000; provided that (i) no existing Lender will be required to

participate in any such Incremental Facility without its consent, (ii) no event of default or default under the Credit Documentation (as defined below) exists or would exist after giving effect thereto, (iii) the Borrower is in compliance, on a pro forma basis after giving effect to any borrowing under such Incremental Facility with the financial covenants in the Credit Documentation recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available, (iv) the maturity date of any such Incremental Term Facility shall be no earlier than the maturity date of the Term Facility, and the weighted average life of such Incremental Term Facility shall be not shorter than the then remaining weighted average life of the Term Facility, (v) the interest rate margins and (subject to clause (iv)) amortization schedule applicable to any Incremental Term Facility shall be determined by the Borrower and the lenders thereunder; provided that in the event that the applicable interest rate margins for the Incremental Term Facility are more than 0.50% per annum higher than the interest rate margins for the Term Facility, then the interest rate margins for the Term Facility shall be increased so that such interest rate margins are equal to the interest rate margins for such Incremental Term Facility minus 0.50% per annum, (vi) if the Revolving Facility is still in effect, any Incremental Revolving Facility shall be on terms and pursuant to documentation applicable to the Revolving Facility, and (vii) any Incremental Term Facility shall be on terms and pursuant to documentation to be determined by the Borrower and the lenders thereunder; provided that, to the extent such terms and documentation are not consistent with the Term Facility (except to the extent permitted by clause (iv) or (v) above), they shall be reasonably satisfactory to the Administrative Agent; provided, further, that in determining the interest rate margins applicable to any Incremental Term Facility and the Term Facility, (x) original issue discount (“OID”) or upfront fees (which shall be deemed to constitute like amounts of OID) paid by the Borrower to the Lenders under the Term Facility or such Incremental Term Facility in the initial primary syndication thereof shall be included and equated to interest rate (with OID being equated to interest based on an assumed four-year life to maturity), (y) the excess of the Closing Date LIBOR Floor (as defined below) over three-month LIBOR and the excess of the Closing Date ABR Floor (as defined below) over the Base Rate, in each case without duplication as of the Closing Date, shall be equated to interest margin on the Term Facility for purposes of the foregoing and (z) the excess of any LIBOR “floor” over three-month LIBOR and the excess of any ABR “floor” over the ABR, in each case without duplication as of the date of drawing of such Incremental Term Facility, shall be equated to interest margin on such Incremental Term Facility for purposes of the foregoing.

III. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates:

As set forth on Annex I.

Optional Prepayments and Commitment Reductions:

Loans may be prepaid and commitments may be reduced by the Borrower in minimum amounts to be agreed upon. Optional prepayments of the Term Loans shall be applied to the respective installments thereof as determined by the Borrower. Optional prepayments of the Term Loans may not be reborrowed.

Mandatory Prepayments:

The following amounts shall be applied to prepay the Term Loans, provided that no such prepayment under clauses (b) or (c) below shall be required to the extent that, prior to or after giving effect thereto, the total leverage ratio is less than 2.5 to 1.0:

(a) 100% of the net proceeds of any incurrence of indebtedness (other than indebtedness permitted under the Credit Documentation (subject to certain exceptions as may be agreed)) after the Closing Date by the Borrower or any of its subsidiaries.

(b) 100% of the net cash proceeds of any sale, or other disposition (including as a result of casualty or condemnation) by the Borrower or any of its subsidiaries of any assets in excess of \$5,000,000 in any fiscal year, except for the sale of inventory or obsolete or worn-out property in the ordinary course of business and subject to certain other customary exceptions to be agreed upon (including capacity for reinvestment in productive assets of the kind then used or usable by the Borrower or any of its subsidiaries within one year (or eighteen months if a binding contract to use such proceeds shall have been entered into within such one-year period)).

(c) the sum of (i) 50% of excess cash flow (to be defined) for each fiscal year of the Borrower (commencing with the 2012 fiscal year) minus (ii) any voluntary prepayments of the Term Loans during such fiscal year.

All such amounts shall be to the respective installments thereof ratably in accordance with the then outstanding amounts thereof. Mandatory prepayments of the Term Loans may not be reborrowed.

IV. COLLATERAL

The obligations of each Loan Party in respect of the Facilities, and any swap agreements and, at the Borrower's election, cash management arrangements provided by any Lender (or any affiliate of a Lender), shall be secured by a perfected first priority security interest in all of its tangible and intangible assets (including, without limitation, intellectual property, material owned real property and all of the capital stock of each

Guarantor and, in the case of foreign subsidiaries, up to 65% of the capital stock of first tier material foreign subsidiaries) (collectively, the “Collateral”). The Collateral shall exclude (i) assets (including vehicles) that are subject to certificated title statutes, (ii) leasehold interests in real property, (iii) assets as to which the Administrative Agent shall determine in its sole reasonable discretion that the cost of obtaining a security interest therein or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (iv) assets as to which granting or perfecting such security interests would violate (a) applicable law or (b) contracts evidencing or giving rise to such assets (but only to the extent such contractual provisions are not rendered ineffective by applicable law or otherwise unenforceable), (v) any contract in which the grant of a security interest therein is prohibited thereby (but only to the extent such contractual provisions are not rendered ineffective by applicable law or otherwise unenforceable) and (vi) the capital stock of Newco and all shares of capital stock of the Borrower owned by Newco. On the Closing Date, there shall be no requirement to provide (i) lockbox arrangements or control agreements relating to the Borrower’s or its subsidiaries’ bank or security accounts or (ii) mortgages or other means of perfection or control other than through means of the filing of an initial financing statement under the Uniform Commercial Code or the delivery of stock certificates (endorsed in blank or with accompanying stock powers) or instruments; control agreements relating to material bank and security accounts, mortgages and such other means of perfection or control may be required at a later date in the Administrative Agent’s reasonable discretion.

V. CERTAIN CONDITIONS

Initial Conditions:

The availability of the Facilities shall be conditioned upon the satisfaction of the following conditions precedent (the date upon which all such conditions precedent shall be satisfied (which date shall not be later than December 9, 2010), the “Closing Date”):

- (a) Each Loan Party shall have executed and delivered definitive financing documentation with respect to the Facilities setting forth the terms set forth herein and as otherwise mutually agreed (the “Credit Documentation”).
- (b) The Misys Agreement and related documentation required pursuant to the Misys Agreement to be executed on or prior to the date of the Initial Share Repurchase (the “Misys Separation Documentation”) shall have been executed on terms reasonably satisfactory to the Arrangers (the review of which shall be conducted and concluded promptly and without the intent to hinder or delay), and no provision thereof shall have been waived, amended, supplemented or otherwise modified in any respect that is material and adverse to the Lenders without

approval of the Arrangers, it being agreed that the draft Misys Agreement and each of the Exhibits thereto provided to the Arrangers on June 9, 2010 shall be reasonably satisfactory. The Initial Share Repurchase shall have been consummated, or substantially simultaneously with the initial borrowing under the Facilities shall be consummated, in accordance with the terms of the Misys Separation Documentation without material waiver, amendment, supplement or modification thereof, except as approved by the Arrangers (the review of which shall be conducted and concluded promptly and without the intent to hinder or delay).

(c) All of the existing indebtedness of the Borrower and its subsidiaries under the Borrower's existing credit facility with the Administrative Agent shall have been repaid in full (or, in the case of letters of credit issued thereunder, deemed to be issued pursuant to the Credit Documentation, terminated, cash collateralized or otherwise supported with Letters of Credit issued pursuant to the Credit Documentation).

(d) The Lenders, the Administrative Agent and the Arrangers shall have received all fees required to be paid, and all expenses required to be paid for which invoices have been presented not less than one business day prior to the Closing Date.

(e) All governmental and third party approvals necessary to consummate the Transactions (other than the Electron Acquisition and the Second Share Repurchase) and the financing contemplated hereby (including shareholder approvals) shall have been obtained and shall be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Transactions (other than the Electron Acquisition and the Second Share Repurchase) or the financing thereof.

(f) The Borrower shall have delivered (i) audited consolidated financial statements of the Borrower for the two most recent fiscal years as to which such financial statements are available and (ii) unaudited interim consolidated financial statements of the Borrower for each quarterly period ended subsequent to the date of the latest financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are available.

(g) The Borrower shall have delivered a pro forma consolidated balance sheet of the Borrower and its subsidiaries as at the date of the most recent consolidated balance sheet delivered pursuant to the preceding paragraph, and a pro forma statement of operations for the twelve-month period ending on such balance

sheet date, in each case prepared after giving effect to the consummation of the Transactions (other than the Electron Acquisition and the Second Share Repurchase) and the financings contemplated hereby as if such transactions had occurred on such date or on the last day of such period, as the case may be.

(h) The Borrower shall have used commercially reasonable efforts to receive a corporate credit rating of the Borrower from each of Standard & Poor's Ratings Group ("S&P") and Moody's Investors Service, Inc. ("Moody's").

(i) The Administrative Agent shall have received the results of a recent bring down lien search in each relevant jurisdiction with respect to the Borrower and the Guarantors, and such search shall reveal no liens on any of the Collateral except for liens permitted by the Credit Documentation, liens to be discharged on or prior to the Closing Date and liens disclosed in the lien search results delivered to the Administrative Agent prior to the date of execution of this Commitment Letter.

(j) Except as otherwise provided in "Collateral" above, all documents and instruments required to perfect the Administrative Agent's security interest in the Collateral (including UCC-1 financing statements, delivery of stock certificates and undated stock powers executed in blank) shall have been executed and be in proper form for filing.

(k) The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower (or, at the Borrower's option, a solvency opinion from an independent investment bank or valuation firm of nationally recognized standing) that shall document the solvency of the Borrower and its subsidiaries (on a going concern and consolidated basis) after giving effect to the Transactions (other than the Electron Acquisition).

(l) The Administrative Agent shall have received such legal opinions (including from special and local counsel), closing certificates, and similar closing documents as are customary for financings of this type, in each case, as may be reasonably requested by the Administrative Agent.

(m) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

(n) The pro forma ratio of total indebtedness of the Borrower and its subsidiaries to EBITDA (calculated consistent (except to

the extent mutually agreed) with the Borrower's existing credit agreement and, if the Electron Acquisition closes substantially simultaneous with or before the Closing Date, giving pro forma effect to the Electron Acquisition) shall not exceed 4.0 to 1.0, and the Borrower shall have provided reasonably satisfactory support for such calculation.

On-Going Conditions:

The making of each extension of credit shall be conditioned upon (a) the accuracy in all material respects of all representations and warranties in the Credit Documentation (including, without limitation, the material adverse change and litigation representations) and (b) there being no default or event of default in existence at the time of, or after giving effect to the making of, such extension of credit. As used herein and in the Credit Documentation, a "material adverse change" shall mean any event, development or circumstance that has resulted or could reasonably be expected to result in (a) a material adverse effect on the business, financial condition or results of operations of the Borrower and its subsidiaries taken as a whole or (b) a material impairment in the ability of the Loan Parties, taken as a whole, to perform their obligations under the Credit Documentation or the rights and remedies of the Administrative Agent and the Lenders thereunder; provided that for purposes of the initial funding of the Facilities on the Closing Date and the funding of the Second Share Repurchase "material adverse change" shall be defined as "Borrower Material Adverse Effect" (as defined in the Commitment Letter).

VI. CERTAIN DOCUMENTATION MATTERS

The Credit Documentation shall contain the following representations, warranties, covenants and events of default (in each case, applicable to the Borrower and its subsidiaries), subject to customary exceptions, materiality qualifications and grace periods and such other exceptions as are mutually agreed:

Representations and Warranties:

Financial statements (including pro forma financial statements); absence of undisclosed liabilities as of the Closing Date; no material adverse change; corporate existence; compliance with law; corporate power and authority; enforceability of Credit Documentation; no conflict with law, charter documents or contractual obligations; no material litigation; governmental consents; ownership of property; liens; intellectual property; taxes; Federal Reserve regulations; labor matters, ERISA; Investment Company Act and other regulations; subsidiaries; use of proceeds; environmental matters; accuracy of disclosure; creation and perfection of security interests; solvency; Regulation H; and delivery of the Misys Agreement and certain other material documents delivered in connection therewith.

Affirmative Covenants: Delivery of quarterly and annual financial statements, reports, accountants' letters, projections, officers' certificates and other information reasonably requested by the Lenders (through the Administrative Agent); retirement of any stock repurchased in Share Repurchases to the extent the Share Repurchases are financed with proceeds of the Facilities; payment of taxes; continuation of business and maintenance of existence and material rights and privileges; compliance with laws; maintenance of property and insurance; maintenance of books and records; right of the Administrative Agent and the Lenders to inspect property and books and records (unless a default shall be continuing or the Administrative Agent reasonably believes an event has occurred that has a material adverse effect, (i) to be limited to once annually, and (ii) neither the Borrower nor any of its subsidiaries shall be required to pay or reimburse any costs or expenses incurred by any Lender (other than the Administrative Agent) in connection therewith); notices of defaults, litigation and other events having a material adverse effect; compliance with environmental laws; and further assurances (including, without limitation, with respect to security interests in after-acquired property).

Financial Covenants: Commencing with the first fiscal quarter ending after the Closing Date, minimum interest coverage ratio, tested quarterly on a trailing twelve-month basis for the Borrower and its consolidated subsidiaries, of not less than 3.5 to 1.0, with step-ups to be agreed between the Borrower and the Administrative Agent (interest coverage ratio to be defined as the ratio of EBIT to cash interest expense, calculated consistent (except to the extent mutually agreed) with the Borrower's existing credit agreement).¹ The Borrower shall be entitled to add back to EBIT transaction and integration costs and expenses relating to the Electron Acquisition, subject to a cap to be agreed.

Maximum leverage ratio, tested quarterly on a trailing twelve-month basis for the Borrower and its consolidated subsidiaries, not greater than 4.0 to 1.0, with step-downs to be agreed between the Borrower and the Administrative Agent (leverage ratio to be defined as the ratio of indebtedness to EBITDA, calculated consistent (except to the extent mutually agreed) with the Borrower's existing credit agreement).² The Borrower shall be entitled to add back to EBITDA transaction and integration costs and expenses relating to the Electron Acquisition, subject to a cap to be agreed.

¹ Upon consummation of the Electron Acquisition, the minimum interest coverage ratio will increase to 4.5 to 1.0 and remain at such level for the term of the Facilities.

² Upon consummation of the Electron Acquisition, the maximum leverage ratio will decrease to 3.0 to 1.0 and remain at such level for the term of the Facilities.

Negative Covenants:

Limitations on: indebtedness (including guarantee obligations); liens; mergers (permitting the Permitted Electron Acquisition (as defined below)), consolidations, liquidations and dissolutions; sales of assets; dividends and other payments in respect of capital stock provided that (i) dividends and such other payments shall be permitted so long as the Borrower's leverage ratio is less than 1.75 to 1.0 and (ii) if the Borrower's leverage ratio is greater than or equal to 1.75 to 1.0, dividends and such other payments shall be subject to baskets to be agreed; acquisitions (other than (i) the Electron Acquisition as long as (x) consummated in accordance with the description in the first paragraph of this Term Sheet and (y) since December 31, 2009, no Target Material Adverse Effect (as defined below) has occurred (the "Permitted Electron Acquisition") and (ii) provided that other non-hostile acquisitions shall be permitted so long as (in the case of this clause (ii)) the Borrower is in pro forma compliance with financial covenants, no default has occurred and is continuing, and the Borrower's leverage ratio is less than 2.0 to 1.0); investments (permitting the Permitted Electron Acquisition), loans and advances; prepayments and modifications of subordinated debt instruments; transactions with affiliates; sale-leasebacks; hedging arrangements; negative pledge clauses adversely affecting the Administrative Agent's liens on the Collateral and clauses restricting subsidiary distributions; changes in lines of business; business and assets of Newco (to be limited to holding of common stock of the Borrower and any transactions expressly contemplated in the Misys Agreement); and amendments to the Misys Agreement and other material transaction documents.

"Target Material Adverse Effect" shall mean, except as set forth in Section 6.3(c) of the Company Disclosure Letter or in the Company SEC Disclosure (as such terms are defined in the Merger Agreement), any event, occurrence, fact, condition, effect, change or development that, individually or when taken together with all other events, occurrences, facts, conditions, effects, changes or developments, is, or is reasonably expected to be, materially adverse to the business, assets, liabilities (contingent or otherwise), financial condition or results of operations of the Target and its subsidiaries, taken as a whole; provided, however, that none of the following shall constitute, and no event, effect, change or development to the extent resulting from any of the following, shall constitute or be taken into account in determining whether there has been a "Target Material Adverse Effect": (i) factors affecting the national or world economy or financial, banking, credit, securities or commodities markets, taken as a whole, except to the extent the Target is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Target operates; (ii) conditions generally affecting the industries in which the Target or its subsidiaries operate, except to the extent the Target is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in

³ Note: Inclusion of the Restricted Payment baskets set forth above requires corporate ratings of the Borrower of BB/Ba2 or higher.

which the Target operates; (ii) conditions generally affecting the industries in which the Target or its subsidiaries operate, except to the extent the Target is adversely affected in a disproportionate manner as compared to other comparable companies in the industry in which the Target operates; (iii) factors resulting from or arising out of the announcement of the Merger Agreement, the Misys Agreement or the transactions contemplated thereby (including any shareholder or derivative litigation arising from or relating to the Merger Agreement, the Misys Agreement or the transactions contemplated thereby) or the performance of the Merger Agreement or the Misys Agreement; (iv) any circumstances relating to the loss in whole or in part of any business relationship with any customer or client of the Target or any of its subsidiaries set forth in Section 9.1 of the Company Disclosure Letter, other than as a result of the valid termination by a customer or client of any written contract due to the breach by the Target or any of its subsidiaries of its obligations under any such written contract to license material intellectual property rights owned by the Target or any of its subsidiaries or perform material services related to such licenses required to be licensed or performed, respectively, under such written contract; (v) any failure by the Target to meet any analysts' revenue or earnings projections or Target guidance, in and of themselves, or any failure of the Target to meet any of the Target's internal or published revenue or earnings projections or forecasts, in and of themselves (it being understood that any event, occurrence, fact, condition, effect, change or development giving rise to any such failure or decline, other than an event, occurrence, fact, condition, effect, change or development set forth in clauses (i) through (iv) above or clauses (vi) through (ix) below, may be deemed to constitute, and may be taken into account in determining whether there has been, or is reasonably expected to be, a Target Material Adverse Effect); (vi) any effect resulting from changes in Laws or accounting principles, in each case, after the date of the Merger Agreement; (vii) any effect resulting from any outbreak or escalation of hostilities, the declaration of a national emergency or war, or the occurrence of any act of terrorism; (viii) any event, effect, change or development arising or resulting from any material breach of the Merger Agreement by the Borrower or its affiliates; or (ix) any increase in the cost of or decrease in the availability of financing to the Borrower or its subsidiaries with respect to the Share Repurchases.

Events of Default:

Nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period of five business days; material inaccuracy of a representation or warranty when made; violation of a covenant (subject, in the case of certain affirmative covenants, to customary grace periods); cross-default to indebtedness in excess of \$20,000,000; bankruptcy events; certain ERISA events; judgments in excess of \$20,000,000 (after deduction of any amount that is covered by a valid and binding

insurance policy in favor of the relevant Loan Party); actual (or any Loan Party or affiliate of a Loan Party shall assert) invalidity of any guarantee or security document; and a change of control (the definition of which is to be agreed upon).

Voting:

Amendments and waivers with respect to the Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount of the Term Loans and Revolving Commitments, except that, subject to the defaulting lender provisions as provided below, (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of any amortization or final maturity of any Loan, (ii) reductions in the rate of interest or any fee or extensions of any due date thereof and (iii) increases in the amount or extensions of the expiry date of any Lender's commitment and (b) the consent of 100% of the Lenders shall be required with respect to (i) reductions of any of the voting percentages, (ii) releases of all or substantially all the collateral and (iii) releases of all or substantially all the Guarantors. In addition, "class" voting requirements with respect to each Facility adversely affected thereby will apply to modifications affecting waiver of post-default increase in interest rate, reduction or elimination of mandatory prepayment requirements and changes in the pro rata treatment provisions.

Assignments and Participations:

The Lenders shall be permitted to assign all or a portion of their Loans and commitments with the consent, not to be unreasonably withheld, of (a) the Borrower (such consent not to be unreasonably withheld or delayed) unless (i) the assignee is a Lender, an affiliate of a Lender or an approved fund or (ii) an event of default has occurred and is continuing, (b) the Administrative Agent, unless a Term Loan is being assigned to a Lender, an affiliate of a Lender or an approved fund, and (c) the Issuing Lender, unless a Term Loan is being assigned. Non-pro rata assignments shall be permitted. In the case of partial assignments (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be \$1,000,000 (in the case of the Term Facility) and \$5,000,000 (in the case of the Revolving Facility), in each case unless otherwise agreed by the Borrower and the Administrative Agent. The Administrative Agent shall receive a processing and recordation fee of \$3,500 in connection with all assignments payable by the assignor or assignee. The Lenders shall also be permitted to sell participations in their Loans. Participants shall have the same benefits as the Lenders with respect to yield protection and increased cost provisions subject to customary limitations. Voting rights of participants shall be limited to those matters set forth in clause (a) under "Voting" with respect to which the affirmative vote of the Lender from which it purchased its participation would be required. Pledges of Loans in accordance with applicable law shall be permitted without restriction.

Defaulting Lenders:	The Credit Documentation will contain provisions regarding Defaulting Lenders reasonably acceptable to the Administrative Agent and the Borrower.
Yield Protection:	The Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Lenders for “breakage costs” incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in Annex I) on a day other than the last day of an interest period with respect thereto; <u>provided</u> that any request for any amount under clause (a) or (b) shall include reasonable details of the calculation thereof and the Borrower’s liability shall not be retroactive for more than 180 days.
Expenses and Indemnification:	<p>The Borrower shall pay (a) all reasonable out-of-pocket expenses of the Administrative Agent and the Arrangers associated with the syndication of the Facilities and the preparation, execution, delivery and administration of the Credit Documentation and any amendment or waiver with respect thereto (including the reasonable and documented fees, disbursements and other charges of one counsel to the Administrative Agent and the Arrangers and, if necessary, one local counsel in any applicable jurisdiction and, in the case of a conflict of interest, one additional counsel per affected party and any specialist counsel, if reasonably necessary) and (b) all out-of-pocket expenses of the Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Credit Documentation.</p> <p>The Administrative Agent, the Arrangers and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any losses, claims, damages, liabilities or expenses incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof, except to the extent they resulted from the gross negligence or willful misconduct of the relevant indemnified person or a material breach by the relevant indemnified person of the express contractual obligations under the Credit Documentation pursuant to a claim made by the Borrower, in each case as determined by a final, nonappealable judgment of a court of competent jurisdiction.</p>
Governing Law and Forum:	State of New York; <u>provided, however</u> , that the interpretation of the definitions of “Borrower Material Adverse Effect” and

“Target Material Adverse Effect” shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Counsel to the Administrative
Agent and the Arrangers:

Simpson Thacher & Bartlett LLP.

INTEREST AND CERTAIN FEES

Interest Rate Options:

The Borrower may elect that the Loans comprising each borrowing bear interest at a rate per annum equal to (a) the ABR plus the Applicable Margin or (b) the Eurodollar Rate plus the Applicable Margin; provided, that all Swingline Loans shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

As used herein:

“ABR” means the highest of (i) the rate of interest publicly announced by JPMorgan Chase Bank as its prime rate in effect at its principal office in New York City (the “Prime Rate”), (ii) the federal funds effective rate from time to time plus 0.5% and (iii) the Eurodollar Rate for a one month interest period plus 1.0%; provided, however, that notwithstanding the rate calculated in accordance with the foregoing, at no time shall ABR be deemed to be less than 2.50% per annum for the Term Facility (the “Closing Date ABR Floor”).

“Applicable Margin” means with regard to Term Loans and Revolving Loans a percentage determined in accordance with the pricing grid attached hereto as Annex I-A.

“Eurodollar Rate” means the rate (adjusted for statutory reserve requirements for eurocurrency liabilities) for eurodollar deposits for a period equal to one, two, three or six months or, with respect to Revolving Loans, subject to availability to all affected Lenders, 7 or 14 days, (as selected by the Borrower) appearing on Reuters Screen LIBOR 01; provided, however, that notwithstanding the rate calculated in accordance with the foregoing, at no time shall the Eurodollar Rate be deemed to be less than 1.50% per annum for the Term Facility (the “Closing Date LIBOR Floor”).

Interest Payment Dates:

In the case of Loans bearing interest based upon the ABR (“ABR Loans”), quarterly in arrears.

In the case of Loans bearing interest based upon the Eurodollar Rate (“Eurodollar Loans”), on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period.

Commitment Fees:

The Borrower shall pay a commitment fee calculated at a rate per annum equal to 0.50% on the average daily unused portion of the Revolving Facility, payable quarterly in arrears. Swingline Loans shall, for purposes of the commitment fee calculations only, not be deemed to be a utilization of the Revolving Facility. The Borrower shall not be required to pay a commitment fee in

respect of the commitment for the Revolving Facility of any Lender for any period during which such Lender is a defaulting lender.

Letter of Credit Fees:

The Borrower shall pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility on the face amount of each such Letter of Credit. Such fee shall be shared ratably among the Lenders participating in the Revolving Facility and shall be payable quarterly in arrears. The Borrower shall not be required to pay such fee in respect of the commitment for the Revolving Facility of any Lender for any period during which such Lender is a defaulting lender.

A fronting fee at a rate per annum equal to 0.125% on the face amount of each Letter of Credit shall be payable quarterly in arrears to the Issuing Lender for its own account. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Lender for its own account.

Default Rate:

At any time when the Borrower is in default in the payment of any amount of principal due under the Facilities, all overdue amounts shall bear interest at 2% above the rate otherwise applicable thereto. Overdue interest, fees and other amounts shall bear interest at 2% above the rate applicable to the relevant ABR Loans.

Rate and Fee Basis:

All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest rate payable on which is then based on the Prime Rate) for actual days elapsed.

The Applicable Margin for Revolving Loans and Term Loans shall be determined on the Closing Date based upon the rate per annum set forth below opposite the applicable corporate ratings of the Borrower:⁴

	<u>Corporate Rating</u>	<u>Applicable Margin Eurodollar Loans (Term Loans)</u>	<u>Applicable Margin Eurodollar Loans (Revolving Loans)</u>	<u>Applicable Margin ABR Loans (Term Loans)</u>	<u>Applicable Margin ABR Loans (Revolving Loans)</u>
Level I	BB+ and Ba1 or any more favorable rating, in each case with stable outlook or better	3.00-3.25%	2.50-2.75%	2.00-2.25%	1.50-1.75%
Level II	BB and Ba2, in each case with stable outlook or better (but not Level I)	3.25-3.50%	2.75-3.00%	2.25-2.50%	1.75-2.00%
Level III	At neither Level I nor Level II	3.50-3.75%	3.00-3.25%	2.50-2.75%	2.00-2.25%

For purposes of determining the Applicable Margin, the applicable corporate ratings from both S&P and Moody's will be required to qualify for the applicable level set forth above; provided that if the corporate ratings from S&P and Moody's fall within different levels, (i) the Applicable Margin will be based on the lower ratings level unless the higher applicable corporate rating is more than one level higher than the other corporate rating, in which case the Applicable Margin shall be the level immediately above the level corresponding to such lower corporate rating.

⁴ Note: Applicable Margin for Term Loans will be fixed at closing based on the grid. Applicable Margin for Revolving Loans will initially be fixed at closing based on the grid but will be subject to adjustment based on a leverage based grid to be agreed, commencing with the first fiscal quarter after the Closing Date.